

CITY OF HILLSBORO  
CITY COUNCIL MEETING

Agenda – Regular Meeting - Tuesday, March 21, 2023, at 6:30 p.m.  
Zoom Link: <https://us02web.zoom.us/j/81338906250>

- A. Meeting Called to Order
- B. Approval of Consent Agenda
  - 1. Vouchers totaling \$497,922.36
  - 2. Minutes for the 03-02-2023 Special Meeting, 03-07-2023 Meeting, and 03-15-2023 Special Meeting
  - 3. Water Plant Chemical Purchase of \$11,898.00
  - 4. Liquor License for Vondy's Liquor at 500 Western Heights Drive
- C. Public Comment
- D. Business Items
  - 1. Consideration of Ordinance 1365 approving a forgivable loan agreement with KDHE for KPWSLF totaling \$1.1 million
  - 2. Consideration of an agreement with EBH for design and administration of the KDHE KPWSLF project
  - 3. Consideration of 2023-2024 Property and Liability Insurance Renewal
  - 4. Consideration of sponsorship of the 126 N Main application to the HEAL grant
- E. Discussion Item
  - 1. Consideration of Dog Confinement Code Language
  - 2. Policy on discounted golf memberships
- F. City Administrator's Report
- G. Public Comments
- H. Council Comments
- I. Adjournment

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
4 CENTRAL NATIONAL BANK								
34018	3/08/2023	3586	APPLIANCE PARTS SPECIALIST	375.00				
34019	3/08/2023	3363	ADRIAN & PANKRATZ, PA	556.44				
34020	3/08/2023	1629	AG POWER	258.43				
34021	3/08/2023	3251	AMERICAN ELECTRIC	607.60				
34022	3/08/2023	1012	BAKER BROTHERS PRINTING, INC.	989.66				
34023	3/08/2023	3475	BOMGAARS	1,020.90				
34024	3/08/2023	3270	BORDER STATES INDUSTRIES, INC.	3,191.66				
34025	3/08/2023	1413	BUILDER'S CONCRETE	1,148.30				
34026	3/08/2023	3268	THE BUILDING CENTER	473.42				
34027	3/08/2023	3473	CARA DUELL	147.14				
34028	3/08/2023	1917	CENTRAL NATIONAL BANK	50.00				
34029	3/08/2023	3544	CHERRYROAD MEDIA	152.50				
34030	3/08/2023	3078	CITY OF MARION	4,190.00				
34031	3/08/2023	3287	CO-AG PROPANE	522.49				
34032	3/08/2023	1030	COOP GRAIN & SUPPLY	4,209.10				
34033	3/08/2023	2231	DALE'S SUPERMARKET	121.03				
34034	3/08/2023	3124	DOUGLAS B DICK	27.51				
34035	3/08/2023	2515	EBH & ASSOCIATES, P.A.	325.00				
34036	3/08/2023	1452	G & R IMPLEMENT CO.	130.58				
34037	3/08/2023	3360	gWORKS	233.00				
34038	3/08/2023	1405	HACH COMPANY	575.65				
34039	3/08/2023	1545	HILLSBORO HARDWARE	1,421.59				
34040	3/08/2023	2120	HOCH PUBLISHING CO., INC.	259.15				
34041	3/08/2023	1066	JOST SERVICE, INC.	519.50				
34042	3/08/2023	1069	TODD D. JOST	700.00				
34043	3/08/2023	3608	KLASSEN INC	50.00				
34044	3/08/2023	1614	DUANE KLEWER	257.41				
34045	3/08/2023	1121	K S RURAL WATER ASSOCIATION	870.00				
34046	3/08/2023	2884	KS STATE FIREFIGHTERS ASSN	69.30				
34047	3/08/2023	2740	LOCKE SUPPLY	206.39				
34048	3/08/2023	3390	MARION CO FIRE CHIEFS ASSN	80.00				
34049	3/08/2023	1018	MARION COUNTY HEALTH DEPT.	99.00				
34050	3/08/2023	3266	MFA OIL COMPANY	279.21				
34051	3/08/2023	3571	MUNICIPAL SUPPLY	37.12				
34052	3/08/2023	1585	NETWORKS PLUS	1,017.60				
34053	3/08/2023	1475	OFFICE PLUS OF KANSAS	1,368.89				
34054	3/08/2023	3525	OURTOWN DEVELOPMENT INITIATIVE	1,761.19				
34055	3/08/2023	1200	U.S. POSTAL SERVICE	178.00				
34056	3/08/2023	3260	SITEONE LANDSCAPE SUPPLY, LLC	309.79				
34057	3/08/2023	1564	BEN STEKETEE	31.47				
34058	3/08/2023	3384	TC WIRELESS, INC.	1,923.45				
34059	3/08/2023	3535	AVERY UNRUH	175.19				
34060	3/08/2023	3491	VALIDITY SCREENING SOLUTIONS	115.00				
34061	3/08/2023	1829	WRIGHT'S, INC.	117.50				
*	3343							
	3344	3/08/2023	3515	AMAZON CAPITAL SERVICES, INC	411.01			ACH
	3345	3/08/2023	3246	CORE & MAIN LP	5,566.92			ACH
	3346	3/08/2023	1714	HARCROS CHEMICALS, INC.	35,716.00			ACH
	3347	3/08/2023	1565	HILLSBORO CONVENTION & VISITOR	1,000.00			ACH
	3348	3/08/2023	1184	HILLSBORO DEVELOPMENT CORP	100.00			ACH
	3349	3/08/2023	1225	K S PUBLISHING VENTURES, LLC	556.75			ACH

CHECKS, E-PAYMENTS &amp; ACH -- \$87,131.88 (03/08/2023)

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
3350	3/08/2023	3460	DAVID LOCKWOOD	559.61				ACH
3351	3/08/2023	2268	ROD'S TIRE & SERVICE, INC.	2,882.00				ACH
3352	3/08/2023	1110	STANION WHOLESALE ELECTRIC 107	1,075.55				ACH
* 6100831								
6100832	3/08/2023	2547	ATMOS ENERGY	6,008.66				E-PAY
6100833	3/08/2023	1124	FLINT HILLS ELECTRIC	1,171.79				E-PAY
* 6100839								
6100840	3/08/2023	3080	SHRED-IT USA	75.94				E-PAY
6100841	3/08/2023	1933	PITNEY BOWES	351.99				E-PAY
6100842	3/08/2023	1933	PITNEY BOWES	503.50				E-PAY

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

BANK TOTALS:		
OUTSTANDING		87,131.88
CLEARED		.00
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BANK 4 TOTAL		87,131.88
**VOIDED**		.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
101 GENERAL	15,347.21	15,347.21	.00	.00
105 INDUSTRIAL	1,935.84	1,935.84	.00	.00
400 CIP	6,045.78	6,045.78	.00	.00
618 WATER	42,556.07	42,556.07	.00	.00
619 ELECTRIC	10,421.80	10,421.80	.00	.00
620 REFUSE	6,701.52	6,701.52	.00	.00
621 SEWER	4,123.66	4,123.66	.00	.00

**CHECKS, E-PAYMENTS & ACH -- \$87,131.88 (03/08/2023)**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
2878	1	3/08/23	2/18/23	CENTRAL NATIONAL BANK 3586 APPLIANCE PARTS SPECIALIST REPAIR HEAT/AC IN CONTROL RM	375.00	621	621-870-5301 SEWER DIST COMMODITIES	1
				INVOICE TOTAL	375.00			
				VENDOR TOTAL	375.00			
116360	1	3/08/23	2/28/23	3363 ADRIAN & PANKRATZ, PA CITY PROSECUTOR FEES	556.44	101	101-530-5201 COURT CONTRACTUAL SERVICES	1
				INVOICE TOTAL	556.44			
				VENDOR TOTAL	556.44			
030223	1	3/08/23	3/02/23	1629 AG POWER SUPPLIES	10.62	619	619-830-5301 ELEC DIST COMMODITIES	1
	2			SUPPLIES	15.99	621	621-870-5301 SEWER DIST COMMODITIES	1
	3			SUPPLIES	39.16	101	101-410-5301 STREET COMMODITIES	1
	4			SUPPLIES	17.99	620	620-850-5301 REFUSE DISTB COMMODITIES	1
	5			SUPPLIES	27.96	101	101-220-5301 FIRE COMMODITIES	1
	6			SUPPLIES	2.58	101	101-330-5215 GOLF VEHICLE MAINTENANCE	1
	7			SUPPLIES	79.99	101	101-340-5301 SPORTS COMPLEX COMMODITIES	1
	8			SUPPLIES	50.58	620	620-850-5210 REFUSE DIST EQUIP MAINTENA	1
	9			SUPPLIES	13.56	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	258.43			
				VENDOR TOTAL	258.43			
1D1RVMTYKFQC	1	3/08/23	2/11/23	3515 AMAZON CAPITAL SERVICES, INC OFFICE SUPPLIES	43.44	101	101-350-5301 MUSEUM COMMODITIES	1
				INVOICE TOTAL	43.44			
1HDTPR3F7WMC	1	3/08/23	2/09/23	MARKING PAINT	159.82	618	618-810-5301 WTR DIST COMMODITIES	1
				INVOICE TOTAL	159.82			
1HY676MXPHGG	1	3/08/23	2/20/23	PRINTER INK	45.89	101	101-220-5301 FIRE COMMODITIES	1
				INVOICE TOTAL	45.89			
1TW66JKF419N	1	3/08/23	3/02/23	DECK BOX	161.86	618	618-812-5301 WATER PROD COMMODITIES	1
				INVOICE TOTAL	161.86			

CHECKS, E-PAYMENTS & ACH -- \$87,131.88 (03/08/2023)



INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	411.01			
19961036675	1	3/08/23	2/20/23	3251 AMERICAN ELECTRIC WRENCH & SEARCH LIGHT	607.60	619	619-830-5301 ELEC DIST COMMODITIES	1
				INVOICE TOTAL	607.60			
				VENDOR TOTAL	607.60			
030123	1	3/08/23	3/01/23	2547 ATMOS ENERGY UTILITIES	1,606.97	618	618-812-5280 WATER PRODUCTION UTILITIES E-PAYMNT 6100832 3/08/23	1
	2			UTILITIES	110.86	101	101-320-5280 POOL UTILITIES E-PAYMNT 6100832 3/08/23	1
	3			UTILITIES	278.09	101	101-310-5280 PARK UTILITIES E-PAYMNT 6100832 3/08/23	1
	4			UTILITIES	545.06	101	101-120-5280 ADMIN UTILITIES E-PAYMNT 6100832 3/08/23	1
	5			UTILITIES	1,924.50	101	101-350-5280 MUSEUM UTILITIES E-PAYMNT 6100832 3/08/23	1
	6			UTILITIES	139.65	101	101-410-5280 STREET UTILITIES E-PAYMNT 6100832 3/08/23	1
	7			UTILITIES	139.65	619	619-830-5280 ELEC DIST UTILITIES E-PAYMNT 6100832 3/08/23	1
	8			UTILITIES	139.66	620	620-850-5280 REFUSE DIST UTILITIES E-PAYMNT 6100832 3/08/23	1
	9			UTILITIES	496.20	400	400-610-6503 CIP-AMPI PROPERTY E-PAYMNT 6100832 3/08/23	1
	10			UTILITIES	532.29	101	101-210-5280 POLICE UTILITIES E-PAYMNT 6100832 3/08/23	1
	11			UTILITIES	95.73	101	101-330-5280 GOLF UTILITIES E-PAYMNT 6100832 3/08/23	1
				INVOICE TOTAL	6,008.66			
				VENDOR TOTAL	6,008.66			
66957	1	3/08/23	2/28/23	1012 BAKER BROTHERS PRINTING, INC. FEB STMT X732	244.55	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	244.55			
67027	1	3/08/23	2/28/23	5 SIGNS	745.11	101	101-330-5301 GOLF COMMODITIES	1

CHECKS, E-PAYMENTS & ACH -- \$87,131.88 (03/08/2023)

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				INVOICE TOTAL	745.11			
				VENDOR TOTAL	989.66			
021623	1	3/08/23	2/16/23	3475 BOMGAARS SUPPLIES	322.82	101	101-410-5301 STREET COMMODITIES	1
	2			SUPPLIES	14.99	619	619-830-5301 ELEC DIST COMMODITIES	1
	3			SUPPLIES	290.65	620	620-850-5301 REFUSE DISTB COMMODITIES	1
	4			SUPPLIES	37.65	618	618-810-5301 WTR DIST COMMODITIES	1
	5			SUPPLIES	124.21	618	618-812-5301 WATER PROD COMMODITIES	1
	6			POINT REPAIR SUPPLIES	202.23	621	621-870-5301 SEWER DIST COMMODITIES	1
	7			SUPPLIES	28.35	101	101-340-5301 SPORTS COMPLEX COMMODITIES	1
				INVOICE TOTAL	1,020.90			
				VENDOR TOTAL	1,020.90			
925787104	1	3/08/23	2/13/23	3270 BORDER STATES INDUSTRIES, INC. HARNESS & LANYARD	3,191.66	619	619-830-5301 ELEC DIST COMMODITIES	1
				INVOICE TOTAL	3,191.66			
				VENDOR TOTAL	3,191.66			
68644	1	3/08/23	2/28/23	1413 BUILDER'S CONCRETE SPLASH PAD CONCRETE	1,148.30	400	400-610-6309 CIP-SPLASH PAD	1
				INVOICE TOTAL	1,148.30			
				VENDOR TOTAL	1,148.30			
020123	1	3/08/23	2/01/23	3268 THE BUILDING CENTER SUPPLIES	22.90	101	101-320-5301 POOL COMMODITIES	1
	2			QUICKRETE, SUPPLIES	213.79	621	621-870-5301 SEWER DIST COMMODITIES	1
	3			KNOTTY PINE, SUPPLIES	236.73	101	101-330-5301 GOLF COMMODITIES	1
				INVOICE TOTAL	473.42			
				VENDOR TOTAL	473.42			
022323	1	3/08/23	2/23/23	3473 CARA DUELL PPW PIZZA	147.14	105	105-520-5301 INDUSTRIAL COMMODITIES	1
				INVOICE TOTAL	147.14			
				VENDOR TOTAL	147.14			

CHECKS, E-PAYMENTS & ACH -- \$87,131.88 (03/08/2023)

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
030723	1	3/08/23	3/07/23	1917 CENTRAL NATIONAL BANK GOLF PETTY CASH REPLENISH PETTY CASH	50.00	101	101-330-5301 GOLF COMMODITIES	1
				INVOICE TOTAL	50.00			
				VENDOR TOTAL	50.00			
64622	1	3/08/23	1/31/23	3544 CHERRYROAD MEDIA HELP WANTED ADS	30.60	618	618-810-5301 WTR DIST COMMODITIES	1
	2			HELP WANTED ADS	30.60	619	619-830-5301 ELEC DIST COMMODITIES	1
	3			HELP WANTED ADS	30.60	101	101-410-5301 STREET COMMODITIES	1
	4			HELP WANTED ADS	30.70	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	122.50			
70173	1	3/08/23	2/28/23	HELP WANTED ADS	15.00	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	15.00			
70174	1	3/08/23	2/28/23	HELP WANTED ADS	15.00	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	15.00			
				VENDOR TOTAL	152.50			
022723	1	3/08/23	2/27/23	3078 CITY OF MARION 10 UTILITY POLES	4,190.00	619	619-830-5501 ELEC DIST CAPITAL OUTLAY	1
				INVOICE TOTAL	4,190.00			
				VENDOR TOTAL	4,190.00			
1012535	1	3/08/23	1/19/23	3287 CO-AG PROPANE FORKLIFT PROPANE CYLINDER FILL	80.00	101	101-410-5326 STREET DIESEL & PROPANE	1
				INVOICE TOTAL	80.00			
1013054	1	3/08/23	2/17/23	PROPANE	337.50	101	101-330-5326 GOLF DIESEL	1
				INVOICE TOTAL	337.50			
1013072	1	3/08/23	2/17/23	FORKLIFT PROPANE CYLINDER FILL	104.99	101	101-410-5326 STREET DIESEL & PROPANE	1
				INVOICE TOTAL	104.99			
				VENDOR TOTAL	522.49			
020123	1	3/08/23	2/01/23	1030 COOP GRAIN & SUPPLY FUEL	594.35	101	101-210-5305 POLICE GAS & OIL	1
	2			FUEL	430.41	101	101-410-5326	1

**CHECKS, E-PAYMENTS & ACH -- \$87,131.88 (03/08/2023)**

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	3			FUEL	331.86	101	STREET DIESEL & PROPANE 101-410-5305	1
	4			FUEL	2,073.34	620	STREET GAS & OIL 620-850-5326	1
	5			FUEL	29.21	620	REFUSE DIST DIESEL & PROPANE 620-850-5305	1
	6			FUEL	125.70	619	REFUSE DIST GAS & OIL 619-830-5326	1
	7			FUEL	105.81	101	ELEC DISTB DIESEL 101-220-5305	1
	8			FUEL	77.06	101	FIRE GAS & OIL 101-220-5326	1
	9			FUEL	65.17	101	FIRE DIESEL & PROPANE 101-330-5305	1
	10			FUEL	33.07	618	GOLF GAS & OIL 618-812-5305	1
	11			FUEL	63.76	618	WATER PROD GAS & OIL 618-810-5305	1
	12			FUEL	148.64	621	WTR DIST GAS & OIL 621-870-5305	1
	13			FUEL	71.00	101	SEWER DIST GAS & OIL 101-410-5301	1
	14			FUEL	59.72	101	STREET COMMODITIES 101-120-5301	1
				INVOICE TOTAL	4,209.10		ADMIN COMMODITIES	
				VENDOR TOTAL	4,209.10			
S218773	1	3/08/23	2/03/23	3246 CORE & MAIN LP CONCRETE RISERS	600.12	621	621-050-2271 ACCOUNTS PAYABLE	1
				INVOICE TOTAL	600.12			
S239697	1	3/08/23	1/25/23	MANHOLE SLEEVE LIFTER	890.36	621	621-050-2271 ACCOUNTS PAYABLE	1
				INVOICE TOTAL	890.36			
S240652	1	3/08/23	2/02/23	SPLASH PAD SUPPLIES	466.96	400	400-050-2271 ACCOUNTS PAYABLE	1
				INVOICE TOTAL	466.96			
S276065	1	3/08/23	2/02/23	RESTOCK	340.87	621	621-870-5301 SEWER DIST COMMODITIES	1
				INVOICE TOTAL	340.87			
S295732	1	3/08/23	2/03/23	CHLORINE	896.28	618	618-812-5308 WATER PROD CHEMICALS	1
				INVOICE TOTAL	896.28			
S314204	1	3/08/23	2/08/23	SPLASH PAD SUPPLIES	2,032.49	400	400-050-2271 ACCOUNTS PAYABLE	1
				INVOICE TOTAL	2,032.49			

**CHECKS, E-PAYMENTS & ACH -- \$87,131.88 (03/08/2023)**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
S345147	1	3/08/23	2/09/23	POINT REPAIRS	339.84	621	621-870-5301 SEWER DIST COMMODITIES	1
				INVOICE TOTAL	339.84			
				VENDOR TOTAL	5,566.92			
				2231 DALE'S SUPERMARKET				
010123	1	3/08/23	1/01/23	SUPPLIES	51.69	101	101-120-5301 ADMIN COMMODITIES	1
	2			SUPPLIES	32.51	619	619-830-5301 ELEC DIST COMMODITIES	1
	3			SUPPLIES	12.83	620	620-850-5301 REFUSE DISTB COMMODITIES	1
	4			SUPPLIES	24.00	101	101-210-5301 POLICE COMMODITIES	1
				INVOICE TOTAL	121.03			
				VENDOR TOTAL	121.03			
				3124 DOUGLAS B DICK				
030123	1	3/08/23	3/01/23	MILEAGE REIMB	27.51	105	105-520-5301 INDUSTRIAL COMMODITIES	1
				INVOICE TOTAL	27.51			
				VENDOR TOTAL	27.51			
				2515 EBH & ASSOCIATES, P.A.				
14365	1	3/08/23	2/28/23	PROJECT R4189.1	325.00	618	618-812-5327 WTR PROD KDHE PILOT STUDY	1
				INVOICE TOTAL	325.00			
				VENDOR TOTAL	325.00			
				1124 FLINT HILLS ELECTRIC				
38A	1	3/08/23	3/01/23	UTILITIES	1,116.34	618	618-812-5280 WATER PRODUCTION UTILITIES	1
	2			UTILITIES	55.45	619	E-PAYMNT 6100833 3/08/23 619-830-5280 ELEC DIST UTILITIES E-PAYMNT 6100833 3/08/23	1
				INVOICE TOTAL	1,171.79			
				VENDOR TOTAL	1,171.79			
				1452 G & R IMPLEMENT CO.				
35256	1	3/08/23	2/16/23	CHAINSAW PARTS	130.58	619	619-830-5301 ELEC DIST COMMODITIES	1
				INVOICE TOTAL	130.58			
				VENDOR TOTAL	130.58			
				3360 gWORKS				
17712	1	3/08/23	2/10/23	FRONT DESK USERS	77.67	621	621-870-5280 SEWER DIST UTILITIES	1

**CHECKS, E-PAYMENTS & ACH -- \$87,131.88 (03/08/2023)**

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	2			FRONT DESK USERS	77.67	619	619-830-5280	1
	3			FRONT DESK USERS	77.66	618	618-810-5280 WTR DIST UTILITIES	1
				INVOICE TOTAL	233.00			
				VENDOR TOTAL	233.00			
13455463	1	3/08/23	2/07/23	1405 HACH COMPANY REPLACE WIPER	329.90	618	618-812-5301 WATER PROD COMMODITIES	1
				INVOICE TOTAL	329.90			
13457044	1	3/08/23	2/08/23	REPLACE VIAL	245.75	618	618-812-5301 WATER PROD COMMODITIES	1
				INVOICE TOTAL	245.75			
				VENDOR TOTAL	575.65			
090088781	1	3/08/23	2/03/23	1714 HARCROS CHEMICALS, INC. CAUSTIC SODA & FERRIC SULFATE	7,767.00	618	618-812-5308 WATER PROD CHEMICALS	1
				INVOICE TOTAL	7,767.00			
090088782	1	3/08/23	2/03/23	CAUSTIC SODA	1,309.00	618	618-812-5308 WATER PROD CHEMICALS	1
				INVOICE TOTAL	1,309.00			
090088892	1	3/08/23	2/27/23	CARBON	26,640.00	618	618-812-5308 WATER PROD CHEMICALS	1
				INVOICE TOTAL	26,640.00			
				VENDOR TOTAL	35,716.00			
030123	1	3/08/23	3/01/23	1565 HILLSBORO CONVENTION & VISITOR CVB APPROPRIATIONS	1,000.00	101	101-550-5871 APPROPRIATIONS TO CVB	1
				INVOICE TOTAL	1,000.00			
				VENDOR TOTAL	1,000.00			
030123	1	3/08/23	3/01/23	1184 HILLSBORO DEVELOPMENT CORP SIGN RENTAL	100.00	101	101-910-5350 SIGN RENTAL	1
				INVOICE TOTAL	100.00			
				VENDOR TOTAL	100.00			
020123	1	3/08/23	2/01/23	1545 HILLSBORO HARDWARE SUPPLIES	31.95	101	101-120-5301 ADMIN COMMODITIES	1
	2			SUPPLIES	50.79	101	101-220-5301 FIRE COMMODITIES	1
	3			SUPPLIES	315.70	101	101-340-5301	1

**CHECKS, E-PAYMENTS & ACH -- \$87,131.88 (03/08/2023)**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	4			SUPPLIES	13.49	101	SPORTS COMPLEX COMMODITIES 101-350-5301	1
	5			SUPPLIES	24.24	101	MUSEUM COMMODITIES 101-410-5301	1
	6			SUPPLIES	26.97	618	STREET COMMODITIES 618-810-5301	1
	7			SUPPLIES	136.50	619	WTR DIST COMMODITIES 619-830-5301	1
	8			SUPPLIES	98.76	621	ELEC DIST COMMODITIES 621-870-5301	1
	9			SUPPLIES	115.85	400	SEWER DIST COMMODITIES 400-610-6309	1
	10			SUPPLIES	147.21	101	CIP-SPLASH PAD 101-330-5301	1
	11			SUPPLIES	460.13	620	GOLF COMMODITIES 620-850-5301	1
				INVOICE TOTAL	1,421.59		REFUSE DISTB COMMODITIES	
				VENDOR TOTAL	1,421.59			
020123	1	3/08/23	2/01/23	2120 HOCH PUBLISHING CO., INC. LEGAL PUBLICATION	169.45	101	101-110-5301 LEGISLATIVE COMMODITIES	1
	2			EMPLOYMENT ADS	22.42	618	618-812-5301 WATER PROD COMMODITIES	1
	3			EMPLOYMENT ADS	22.43	101	101-120-5301 ADMIN COMMODITIES	1
	4			EMPLOYMENT ADS	22.43	101	101-410-5301 STREET COMMODITIES	1
	5			EMPLOYMENT ADS	22.42	619	619-830-5301 ELEC DIST COMMODITIES	1
				INVOICE TOTAL	259.15			
				VENDOR TOTAL	259.15			
030123	1	3/08/23	3/01/23	1066 JOST SERVICE, INC. FUEL	148.00	619	619-830-5305 ELEC DIST GAS & OIL	1
	2			FUEL	232.25	621	621-870-5305 SEWER DIST GAS & OIL	1
	3			FUEL	139.25	618	618-810-5305 WTR DIST GAS & OIL	1
				INVOICE TOTAL	519.50			
				VENDOR TOTAL	519.50			
24020	1	3/08/23	2/07/23	1069 TODD D. JOST WELCOME SIGN LETTERING	700.00	400	400-610-5501 CIP-CAPITAL OUTLAY	1
				INVOICE TOTAL	700.00			
				VENDOR TOTAL	700.00			

**CHECKS, E-PAYMENTS & ACH -- \$87,131.88 (03/08/2023)**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
490304	1	3/08/23	3/06/23	3608 KLASSEN INC SQUARE TUBING	50.00	101	101-310-5301 PARK COMMODITIES	1
				INVOICE TOTAL	50.00			
				VENDOR TOTAL	50.00			
288	1	3/08/23	2/27/23	1614 DUANE KLEWER CONCESSIONS COUNTERTOP	257.41	101	101-340-5301 SPORTS COMPLEX COMMODITIES	1
				INVOICE TOTAL	257.41			
				VENDOR TOTAL	257.41			
107772	1	3/08/23	2/28/23	1225 K S PUBLISHING VENTURES, LLC PUBLICATION & ADS	56.25	101	101-120-5301 ADMIN COMMODITIES	1
	2			PUBLICATION & ADS	24.00	619	619-830-5301 ELEC DIST COMMODITIES	1
	3			PUBLICATION & ADS	428.50	101	101-110-5301 LEGISLATIVE COMMODITIES	1
	4			PUBLICATION & ADS	24.00	101	101-410-5301 STREET COMMODITIES	1
	5			PUBLICATION & ADS	24.00	618	618-812-5301 WATER PROD COMMODITIES	1
				INVOICE TOTAL	556.75			
				VENDOR TOTAL	556.75			
14309	1	3/08/23	2/13/23	1121 K S RURAL WATER ASSOCIATION CONFERENCE REGISTRATION	410.00	618	618-812-5301 WATER PROD COMMODITIES	1
	2			CONFERENCE REGISTRATION	230.00	618	618-810-5301 WTR DIST COMMODITIES	1
	3			CONFERENCE REGISTRATION	230.00	621	621-870-5301 SEWER DIST COMMODITIES	1
				INVOICE TOTAL	870.00			
				VENDOR TOTAL	870.00			
01263	1	3/08/23	2/23/23	2884 KS STATE FIREFIGHTERS ASSN FIRE & EMS COMPANY OFFICER	69.30	101	101-220-5301 FIRE COMMODITIES	1
				INVOICE TOTAL	69.30			
				VENDOR TOTAL	69.30			
48749867-00	1	3/08/23	2/15/23	2740 LOCKE SUPPLY RR TOILET	206.39	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	206.39			
				VENDOR TOTAL	206.39			

**CHECKS, E-PAYMENTS & ACH -- \$87,131.88 (03/08/2023)**



INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
022823	1	3/08/23	2/28/23	3460 DAVID LOCKWOOD LODGING & MEALS	375.55	620	620-850-5301 REFUSE DISTB COMMODITIES	1
				INVOICE TOTAL	375.55			
030123	1	3/08/23	3/01/23	MILEAGE REIMB	184.06	620	620-850-5301 REFUSE DISTB COMMODITIES	1
				INVOICE TOTAL	184.06			
				VENDOR TOTAL	559.61			
010123	1	3/08/23	1/01/23	3390 MARION CO FIRE CHIEFS ASSN 2023 MARION CO FIRE CHIEF DUES	30.00	101	101-220-5301 FIRE COMMODITIES	1
	2			2023 SCHOLARSHIP FUND	50.00	101	101-220-5301 FIRE COMMODITIES	1
				INVOICE TOTAL	80.00			
				VENDOR TOTAL	80.00			
030623	1	3/08/23	3/06/23	1018 MARION COUNTY HEALTH DEPT. MILLER HEP B 2ND VACCINE	99.00	618	618-810-5301 WTR DIST COMMODITIES	1
				INVOICE TOTAL	99.00			
				VENDOR TOTAL	99.00			
021423	1	3/08/23	2/14/23	3266 MFA OIL COMPANY PROPANE	279.21	618	618-812-5326 WATER PROD-DIESEL/PROPANE	1
				INVOICE TOTAL	279.21			
				VENDOR TOTAL	279.21			
0863510-IN	1	3/08/23	2/28/23	3571 MUNICIPAL SUPPLY COUPLINGS	37.12	621	621-870-5301 SEWER DIST COMMODITIES	1
				INVOICE TOTAL	37.12			
				VENDOR TOTAL	37.12			
030123	1	3/08/23	3/01/23	1585 NETWORKS PLUS M365, BACKUP & SUPPORT	203.52	101	101-120-5201 ADMIN CONTRACTUAL SERVICES	1
	2			M365, BACKUP & SUPPORT	203.52	618	618-812-5201 WATER PROD CONTRACTUAL SER	1
	3			M365, BACKUP & SUPPORT	203.52	619	619-830-5201 ELEC DIST CONTRACTUAL SERV	1
	4			M365, BACKUP & SUPPORT	203.52	620	620-850-5201 REFUSE DISTB CONTRACTUAL S	1
	5			M365, BACKUP & SUPPORT	203.52	621	621-870-5201 SEWER DIST CONTRACTUAL SER	1
				INVOICE TOTAL	1,017.60			

**CHECKS, E-PAYMENTS & ACH -- \$87,131.88 (03/08/2023)**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	1,017.60			
030123	1	3/08/23	3/01/23	1475 OFFICE PLUS OF KANSAS OFFICE SUPPLIES	206.26	101	101-120-5301 ADMIN COMMODITIES	1
	2			OFFICE SUPPLIES	76.65	101	101-330-5301 GOLF COMMODITIES	1
	3			RR CONT,CHG ST,SIGNS, DISPENSE	1,085.98	400	400-610-6309 CIP-SPLASH PAD	1
				INVOICE TOTAL	1,368.89			
				VENDOR TOTAL	1,368.89			
15	1	3/08/23	3/01/23	3525 OURTOWN DEVELOPMENT INITIATIVE ADVISORY SERVICES	1,761.19	105	105-520-5201 INDUSTRIAL-CONTRACTUAL SER	1
				INVOICE TOTAL	1,761.19			
				VENDOR TOTAL	1,761.19			
021923	1	3/08/23	2/19/23	1933 PITNEY BOWES POSTAGE FOR POSTAGE MACHINE	503.50	101	101-120-5301 ADMIN COMMODITIES E-PAYMNT 6100842 3/08/23	1
				INVOICE TOTAL	503.50			
3317078218	1	3/08/23	2/24/23	POSTAGE MACHINE LEASE	351.99	101	101-120-5301 ADMIN COMMODITIES E-PAYMNT 6100841 3/08/23	1
				INVOICE TOTAL	351.99			
				VENDOR TOTAL	855.49			
033123	1	3/08/23	3/31/23	1200 U.S. POSTAL SERVICE POSTAGE-UTILITY BILL MAILING	178.00	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	178.00			
				VENDOR TOTAL	178.00			
272232	1	3/08/23	2/13/23	2268 ROD'S TIRE & SERVICE, INC. RETREAD TIRES X8	1,670.00	620	620-850-5210 REFUSE DIST EQUIP MAINTENA	1
				INVOICE TOTAL	1,670.00			
272240	1	3/08/23	2/13/23	ROTATE TIRES	157.00	620	620-850-5210 REFUSE DIST EQUIP MAINTENA	1
				INVOICE TOTAL	157.00			
272635	1	3/08/23	2/24/23	ROTATE & RETREAD X4	1,037.00	620	620-850-5210 REFUSE DIST EQUIP MAINTENA	1
				INVOICE TOTAL	1,037.00			
272740	1	3/08/23	2/28/23	REPAIR TORO MOWER TIRE	18.00	101	101-330-5210	1

**CHECKS, E-PAYMENTS & ACH -- \$87,131.88 (03/08/2023)**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
							GOLF EQUIPMENT MAINTENANCE	
				INVOICE TOTAL	18.00			
				VENDOR TOTAL	2,882.00			
8003357872	1	3/08/23	2/18/23	3080 SHRED-IT USA SHREDDING SERVICES	75.94	101	101-120-5301 ADMIN COMMODITIES E-PAYMNT 6100840 3/08/23	1
				INVOICE TOTAL	75.94			
				VENDOR TOTAL	75.94			
125851265-001	1	3/08/23	2/14/23	3260 SITEONE LANDSCAPE SUPPLY, LLC ACC2 LAN MODULE	186.66	101	101-330-5301 GOLF COMMODITIES	1
				INVOICE TOTAL	186.66			
127176306-001	1	3/08/23	2/27/23	PVC PIPE 20 FT	123.13	101	101-330-5301 GOLF COMMODITIES	1
				INVOICE TOTAL	123.13			
				VENDOR TOTAL	309.79			
5478150-00	1	3/08/23	2/01/23	1110 STANION WHOLESALE ELECTRIC 107 RESTOCK	639.68	619	619-830-5301 ELEC DIST COMMODITIES	1
				INVOICE TOTAL	639.68			
5483397-00	1	3/08/23	2/10/23	STREET LIGHT BULBS X24	435.87	619	619-830-5301 ELEC DIST COMMODITIES	1
				INVOICE TOTAL	435.87			
				VENDOR TOTAL	1,075.55			
022723	1	3/08/23	2/27/23	1564 BEN STEKETEE REIMBURSEMENT	31.47	101	101-340-5301 SPORTS COMPLEX COMMODITIES	1
				INVOICE TOTAL	31.47			
				VENDOR TOTAL	31.47			
030123	1	3/08/23	3/01/23	3384 TC WIRELESS, INC. PHONE/INTERNET	339.17	101	101-120-5280 ADMIN UTILITIES	1
	2			PHONE/INTERNET	106.88	101	101-220-5280 FIRE UTILITIES	1
	3			PHONE/INTERNET	196.83	618	618-812-5280 WATER PRODUCTION UTILITIES	1
	4			PHONE/INTERNET	263.24	101	101-350-5280 MUSEUM UTILITIES	1
	5			PHONE/INTERNET	156.78	619	619-830-5280 ELEC DIST UTILITIES	1
	6			PHONE/INTERNET	310.27	101	101-210-5280	1

**CHECKS, E-PAYMENTS & ACH -- \$87,131.88 (03/08/2023)**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	7			PHONE/INTERNET	176.78	101	POLICE UTILITIES 101-310-5280	1
	8			PHONE/INTERNET	93.39	101	PARK UTILITIES 101-410-5280	1
	9			PHONE/INTERNET	153.34	101	STREET UTILITIES 101-320-5280	1
	10			PHONE/INTERNET	126.77	101	POOL UTILITIES 101-330-5280 GOLF UTILITIES	1
				INVOICE TOTAL	1,923.45			
				VENDOR TOTAL	1,923.45			
030623	1	3/08/23	3/06/23	3535 AVERY UNRUH RIVER PEBBLE & MILEAGE REIMB	175.19	101	101-330-5301 GOLF COMMODITIES	1
				INVOICE TOTAL	175.19			
				VENDOR TOTAL	175.19			
228803	1	3/08/23	3/01/23	3491 VALIDITY SCREENING SOLUTIONS BACKGROUND CHECK	31.00	101	101-330-5301 GOLF COMMODITIES	1
	2			BACKGROUND CHECK	48.00	619	619-830-5301	1
	3			BACKGROUND CHECK	36.00	101	ELEC DIST COMMODITIES 101-220-5301 FIRE COMMODITIES	1
				INVOICE TOTAL	115.00			
				VENDOR TOTAL	115.00			
021623	1	3/08/23	2/16/23	1829 WRIGHT'S, INC. REPAIR 2005 F150	117.50	621	621-870-5215 SEWER DIST VEHICLE MAINTEN	1
				INVOICE TOTAL	117.50			
				VENDOR TOTAL	117.50			
				CENTRAL NATIONAL BANK TOTAL	87,131.88			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	8,111.88			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	47,867.84			
				TOTAL OPEN PAYMENTS	31,152.16			
				GRAND TOTALS	87,131.88			

**CHECKS, E-PAYMENTS & ACH -- \$87,131.88 (03/08/2023)**

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
4 CENTRAL NATIONAL BANK										
		34062	3/15/2023	2715	BRIGHTSPEED	1,595.75				
		34063	3/15/2023	1025	CHAMBER OF COMMERCE	200.00				
		34064	3/15/2023	3610	CHASTANG ENTERPRISES LLC	159,500.00				
		34065	3/15/2023	2866	CINTAS CORPORATION	166.78				
		34066	3/15/2023	3257	COMPLIANCE ONE	92.15				
		34067	3/15/2023	2964	EPP'S SERVICE, INC.	101.34				
		34068	3/15/2023	3536	EQUIPMENT SHARE	2,155.22				
		34069	3/15/2023	3578	MAHANEY GROUP, INC	3,800.00				
		34070	3/15/2023	1226	MARION CO. TRANSFER STATION	1,407.12				
		34071	3/15/2023	1726	RED BUD SUPPLY, INC.	376.77				
*		3393								
		3394	3/15/2023	2407	GPC&N LLC	775.00				ACH
		3395	3/15/2023	1216	KANSAS POWER POOL	132,281.26				ACH
		3396	3/15/2023	2378	WEIS FIRE/SAFETY EQUIP, LLC	291.29				ACH
*		6100842								
		6100843	3/15/2023	1692	K S STATE TREASURER	102,423.00				E-PAY
		6100844	3/15/2023	1692	K S STATE TREASURER	1,466.25				E-PAY
		6100845	3/15/2023	1692	K S STATE TREASURER	3,145.00				E-PAY
		6100846	3/15/2023	3227	TOUCHTONE COMMUNICATIONS	34.04				E-PAY
		6100847	3/15/2023	3369	EVERGY	540.39				E-PAY
		6100848	3/15/2023	1599	ADVANCE INSURANCE COMPANY	255.40				E-PAY
		6100849	3/15/2023	3432	KPERS	128.29				E-PAY
		6100850	3/15/2023	2547	ATMOS ENERGY	55.43				E-PAY

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

BANK TOTALS:	
OUTSTANDING	410,790.48
CLEARED	.00
	-----
BANK 4 TOTAL	410,790.48
**VOIDED**	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
101 GENERAL	3,111.78	3,111.78	.00	.00
300 EQUIPMENT RESERVE	79,750.00	79,750.00	.00	.00
400 CIP	3,855.43	3,855.43	.00	.00
458 PBC FAC P & I	3,145.00	3,145.00	.00	.00
516 GENERAL BOND & INTEREST	103,889.25	103,889.25	.00	.00
618 WATER	209.99	209.99	.00	.00
619 ELECTRIC	134,605.07	134,605.07	.00	.00
620 REFUSE	81,541.58	81,541.58	.00	.00
621 SEWER	682.38	682.38	.00	.00

**CHECKS, E-PAYMENTS & ACH -- \$410,790.48 (03/15/2023)**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
CENTRAL NATIONAL BANK 1599 ADVANCE INSURANCE COMPANY								
030123	1	3/15/23	3/01/23	LIFE INSURANCE	32.10	101	101-120-5102 ADMIN EMPLOYEE BENEFITS E-PAYMNT 6100848 3/15/23	1
	2			LIFE INSURANCE	10.70	101	101-510-5102 BLDG INSP-EMPLOYEE BENEFIT E-PAYMNT 6100848 3/15/23	1
	3			LIFE INSURANCE	21.40	619	619-830-5102 ELEC DISTB EMPLOYEE BENEFI E-PAYMNT 6100848 3/15/23	1
	4			LIFE INSURANCE	10.70	101	101-330-5102 GOLF EMPLOYEE BENEFITS E-PAYMNT 6100848 3/15/23	1
	5			LIFE INSURANCE	52.80	101	101-210-5102 POLICE EMPLOYEE BENEFITS E-PAYMNT 6100848 3/15/23	1
	6			LIFE INSURANCE	20.70	620	620-850-5102 REFUSE DISTB EMPLOYEE BENE E-PAYMNT 6100848 3/15/23	1
	7			LIFE INSURANCE	10.70	101	101-340-5102 SPORTS COMPLEX EMP BENEFIT E-PAYMNT 6100848 3/15/23	1
	8			LIFE INSURANCE	42.80	101	101-410-5102 STREET EMPLOYEE BENEFITS E-PAYMNT 6100848 3/15/23	1
	9			LIFE INSURANCE	21.40	618	618-810-5102 WTR DISTB EMPLOYEE BENEFIT E-PAYMNT 6100848 3/15/23	1
	10			LIFE INSURANCE	21.40	618	618-812-5102 WATER PROD EMPLOYEE BENEFI E-PAYMNT 6100848 3/15/23	1
	11			LIFE INSURANCE	10.70	101	101-320-5102 POOL EMPLOYEE BENEFITS E-PAYMNT 6100848 3/15/23	1
				INVOICE TOTAL	255.40			
				VENDOR TOTAL	255.40			
2547 ATMOS ENERGY								
030723	1	3/15/23	3/07/23	UTILITIES	55.43	400	400-610-6503 CIP-AMPI PROPERTY E-PAYMNT 6100850 3/15/23	1
				INVOICE TOTAL	55.43			
				VENDOR TOTAL	55.43			
2715 BRIGHTSPEED								
030123	1	3/15/23	3/01/23	LOCAL PHONE SERVICE	1,194.30	619	619-830-5280 ELEC DIST UTILITIES	1
	2			LOCAL PHONE SERVICE	342.21	621	621-870-5280 SEWER DIST UTILITIES	1
	3			LOCAL PHONE SERVICE	3.32	101	101-220-5280 FIRE UTILITIES	1

**CHECKS, E-PAYMENTS & ACH -- \$410,790.48 (03/15/2023)**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	4			LOCAL PHONE SERVICE	55.92	101	101-120-5280 ADMIN UTILITIES	1
				INVOICE TOTAL	1,595.75			
				VENDOR TOTAL	1,595.75			
3261	1	3/15/23	1/15/23	1025 CHAMBER OF COMMERCE 2023 MEMBERSHIP DUES	200.00	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	200.00			
				VENDOR TOTAL	200.00			
51220	1	3/15/23	3/15/23	3610 CHASTANG ENTERPRISES LLC 2014 AUTOCAR TRASH TRUCK	79,750.00	300	300-420-5501 EQUIP RESERVE CAPITAL OUTL	1
	2			2014 AUTOCAR TRASH TRUCK	79,750.00	620	620-850-5501 REFUSE DIST CAPITAL OUTLAY	1
				INVOICE TOTAL	159,500.00			
				VENDOR TOTAL	159,500.00			
022823	1	3/15/23	2/28/23	2866 CINTAS CORPORATION UNIFORMS	166.78	619	619-830-5230 ELEC-UNIFORM ALLOWANCE	1
				INVOICE TOTAL	166.78			
				VENDOR TOTAL	166.78			
030123	1	3/15/23	3/01/23	3257 COMPLIANCE ONE EAP & DRUG SCREEN	12.19	101	101-210-5301 POLICE COMMODITIES	1
	2			EAP & DRUG SCREEN	12.19	618	618-812-5301 WATER PROD COMMODITIES	1
	3			EAP & DRUG SCREEN	12.19	619	619-830-5301 ELEC DIST COMMODITIES	1
	4			EAP & DRUG SCREEN	31.20	101	101-410-5301 STREET COMMODITIES	1
	5			EAP & DRUG SCREEN	12.19	621	621-870-5301 SEWER DIST COMMODITIES	1
	6			EAP & DRUG SCREEN	12.19	620	620-850-5301 REFUSE DISTB COMMODITIES	1
				INVOICE TOTAL	92.15			
				VENDOR TOTAL	92.15			
331977	1	3/15/23	2/28/23	2964 EPP'S SERVICE, INC. GAS	21.12	101	101-210-5305 POLICE GAS & OIL	1
	2			GAS	80.22	101	101-410-5305 STREET GAS & OIL	1
				INVOICE TOTAL	101.34			
				VENDOR TOTAL	101.34			

**CHECKS, E-PAYMENTS & ACH -- \$410,790.48 (03/15/2023)**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
2409587-000	1	3/15/23	1/11/23	3536 EQUIPMENT SHARE 621 G LOADER REPAIR	2,155.22	101	101-410-5210 STREET EQUIPMENT MAINTENAN	1
				INVOICE TOTAL	2,155.22			
				VENDOR TOTAL	2,155.22			
030123	1	3/15/23	3/01/23	3369 EVERGY UTILITIES	367.41	619	619-830-5280 ELEC DIST UTILITIES E-PAYMNT 6100847 3/15/23	1
	2			UTILITIES	172.98	621	621-870-5280 SEWER DIST UTILITIES E-PAYMNT 6100847 3/15/23	1
				INVOICE TOTAL	540.39			
				VENDOR TOTAL	540.39			
17614	1	3/15/23	3/12/23	2407 GPC&N LLC MONITOING	155.00	618	618-812-5201 WATER PROD CONTRACTUAL SER	1
	2			MONITORING	155.00	619	619-830-5201 ELEC DIST CONTRACTUAL SERV	1
	3			MONITORING	155.00	620	620-850-5201 REFUSE DISTB CONTRACTUAL S	1
	4			MONITORING	155.00	621	621-870-5201 SEWER DIST CONTRACTUAL SER	1
	5			MONITORING	155.00	101	101-120-5201 ADMIN CONTRACTUAL SERVICES	1
				INVOICE TOTAL	775.00			
				VENDOR TOTAL	775.00			
020123	1	3/15/23	3/13/23	1216 KANSAS POWER POOL ELECTRIC PURCHASE	132,281.26	619	619-830-5328 ELEC DIST ELECTRIC PURCHAS	1
				INVOICE TOTAL	132,281.26			
				VENDOR TOTAL	132,281.26			
02232023	1	3/15/23	3/15/23	3432 KPERS KPERS TIER3	115.44	619-2283	619-050-2283 KPERS W/H E-PAYMNT 6100849 3/15/23	1
	2			LATE FEE	12.85	101	101-120-5301 ADMIN COMMODITIES E-PAYMNT 6100849 3/15/23	1
				INVOICE TOTAL	128.29			
				VENDOR TOTAL	128.29			
R1230401120257	1	3/15/23	2/06/23	1692 K S STATE TREASURER 2011 BOND INT PMT PBC	3,145.00	458	458-724-5531 PBC FAC-INTEREST	1

CHECKS, E-PAYMENTS & ACH -- \$410,790.48 (03/15/2023)



INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
							E-PAYMNT 6100845 3/15/23	
				INVOICE TOTAL	3,145.00			
R1230401120462	1	3/15/23	2/06/23	2018 GO BOND INT PMT	1,466.25	516	516-700-5531 B & I-INTEREST	1
				INVOICE TOTAL	1,466.25		E-PAYMNT 6100844 3/15/23	
R1230401120463	1	3/15/23	2/06/23	G02021A BOND INT PMT	4,421.75	516	516-700-5531 B & I-INTEREST	1
	2			GO 2021A BOND PRINCIPAL	98,000.00	516	E-PAYMNT 6100843 3/15/23 516-700-5530 B & I-PRINCIPAL	1
	3			GO 2021A BOND PMT FEES	1.25	516	E-PAYMNT 6100843 3/15/23 516-700-5240 B & I-MISCELLANEOUS	1
				INVOICE TOTAL	102,423.00		E-PAYMNT 6100843 3/15/23	
				VENDOR TOTAL	107,034.25			
126704	1	3/15/23	2/24/23	3578 MAHANEY GROUP, INC 101 S MAIN ROOF REPAIR	3,800.00	400	400-610-5501 CIP-CAPITAL OUTLAY	1
				INVOICE TOTAL	3,800.00			
				VENDOR TOTAL	3,800.00			
030123	1	3/15/23	3/01/23	1226 MARION CO. TRANSFER STATION FEB RECYCLING	1,407.12	620	620-850-5267 REFUSE DIST RECYCLING EXPE	1
				INVOICE TOTAL	1,407.12			
				VENDOR TOTAL	1,407.12			
181783	1	3/15/23	2/15/23	1726 RED BUD SUPPLY, INC. SAFETY GLASSES	180.20	101	101-410-5301 STREET COMMODITIES	1
				INVOICE TOTAL	180.20			
182110	1	3/15/23	2/22/23	SUPPLIES	196.57	620	620-850-5301 REFUSE DISTB COMMODITIES	1
				INVOICE TOTAL	196.57			
				VENDOR TOTAL	376.77			
2470232	1	3/15/23	3/01/23	3227 TOUCHTONE COMMUNICATIONS LONG DISTANCE	34.04	101	101-120-5280 ADMIN UTILITIES	1
				INVOICE TOTAL	34.04		E-PAYMNT 6100846 3/15/23	
				VENDOR TOTAL	34.04			

CHECKS, E-PAYMENTS & ACH -- \$410,790.48 (03/15/2023)

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
189910	1	3/15/23	3/10/23	2378 WEIS FIRE/SAFETY EQUIP, LLC HARD HATS	291.29	619 619-830-5301 ELEC DIST COMMODITIES	1
				INVOICE TOTAL	291.29		
				VENDOR TOTAL	291.29		
				CENTRAL NATIONAL BANK TOTAL	410,790.48		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	108,047.80		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	133,347.55		
				TOTAL OPEN PAYMENTS	169,395.13		
				GRAND TOTALS	410,790.48		

**CHECKS, E-PAYMENTS & ACH -- \$410,790.48 (03/15/2023)**

Hillsboro, Kansas  
March 2, 2023

**1.** The City Council met in special session via Zoom and in person on Thursday, March 2, 2023 at 11:50am with Mayor Lou Thurston and Council members Blake Beye, Brent Driggers, David Loewen and Byron McCarty participating.

Members Absent: None.

**2. Others Participating:** Matt Stiles, City Administrator; Danielle Bartel, City Clerk; Darrel Knoll, HHS Government Teacher; Hillsboro High School students including Katie Rempel, Karley Loewen, Keeley Brewer, Deon Weeks, Joshua Diener, Josh Siebert, Christopher Bibens and Wenxi Funk.

**3. CALL TO ORDER:** Mayor Lou Thurston called the meeting to order at 11:50am.

**4. PRESENTATION OF SENIOR GOVERNMENT COMMUNITY IMPROVEMENT PROJECTS:** Mayor Lou Thurston introduced Darrel Knoll.

**TRANSPORTATION SAFETY AT JEFFERSON & GRAND:** Katie Rempel, Karley Loewen and Keely Brewer shared of concerns at the intersection of Jefferson and Grand. To improve safety, the group recommended a cross walk and street sign labeled 'stop for pedestrians.' They also proposed eliminating one parking spot on Grand Avenue closest to the intersection and adding parallel parking lines along the west side of Jefferson Street on the block south of Grand. Anticipated cost for materials and communication would be approximately \$3,020. Christopher Bibens inquired if eliminating a parking space could be a traffic solution near the high school parking lot alley on Grand Avenue near Adams Street. The group agreed that could be a good solution. Council thanked the group for their presentation and agreed their recommendations would be feasible.

**PEDESTRIAN SAFETY AT TABOR COLLEGE CROSS WALKS:** Deon Weeks, Joshua Diener, Josh Siebert, Christopher Bibens and Wenxi Funk described pedestrian concerns on D Street at the Tabor College crosswalks. They recommended rectangular rapid flashing beacons with a 'press to cross' button be added on each side of the crosswalk. Information was shared about potential funding of \$50,000 through the US Department of Transportation noting a traffic study would be needed prior to applying for funding. The cost for both crosswalks would be approximately \$50,000. Council thanked the group for their presentation.

Darrel Knoll expressed his appreciation for Administrator Stiles and Mayor Thurston in their work to set up the student presentations with the Council. He also shared his thanks to the City Council for investing their time in the students to get kids involved in local government.

Council members agreed there is merit in pursuing both recommendations and that the Jefferson & Grand intersection could be addressed by City staff.

**5. ADJOURNMENT:** Council meeting adjourned at 12:16pm.

ATTEST:

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LOUIS THURSTON, MAYOR

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DANIELLE BARTEL, CITY CLERK

Hillsboro, Kansas  
March 7, 2023

1. The City Council met in regular session via Zoom and in person on Tuesday, March 7, 2023 at 6:30pm with Mayor Lou Thurston and Council members Blake Beye, David Loewen and Byron McCarty participating.

Members Absent: Brent Driggers.

**2. Others Participating:** Andrew Kovar, City Attorney; Matt Stiles, City Administrator; Danielle Bartel, City Clerk; Avery Unruh, Golf Course Superintendent; Crystal Hinnen, Ranson Financial; Erin Hein & Tristen Cope, Hillsboro Community Childcare Center; Adam Kleiber & Bob Williamson, Ag Power; Kevin Suderman, 2S Outdoor Power.

**3. CALL TO ORDER:** Mayor Lou Thurston called the meeting to order at 6:30pm.

#### **4. APPROVAL OF CONSENT AGENDA**

**MINUTES** dated February 21, 2023.

**VOUCHERS** in the amount of \$48,481.10.

Council member McCarty motioned to approve the consent agenda. Council member Loewen seconded. Motion carried.

**5. PUBLIC COMMENTS:** None.

**6. PUBLIC HEARING FOR CDBG APPLICATION FOR CHILDCARE CENTER:** Mayor Thurston opened the public hearing for the Community Development Block Grant application for the Hillsboro Community Childcare Center (H4C). Crystal Hinnen of Ranson Financial shared details regarding the project and noted the grant request is for \$600,000. There were no public comments. The public hearing was closed.

**RESOLUTION 2023-03: AUTHORIZING APPLICATION TO CDBG:** Administrator Stiles shared the purpose of the grant and noted this is not a city project.

Council member Loewen motioned to adopt Resolution 2023-03 and authorize the mayor and clerk to sign. Council member McCarty seconded. Motion carried 3-0.

**RESOLUTION 2023-04: ASSURING CONTINUED OPERATION AND MAINTENANCE:** Administrator Stiles shared that the purpose of this resolution is to assure the operation of the facility will continue past the grant phase. Stiles also shared of funding that H4C recently received from other foundations.

Council member Beye motioned to adopt Resolution 2023-04 and authorize the mayor and clerk to sign. Council member Loewen seconded. Motion carried 3-0.

**7. ANNUAL DEPARTMENT HEAD PRESENTATION: AVERY UNRUH, GOLF COURSE SUPERINTENDENT:** Avery Unruh shared of increased sales in 2022 of greens fees, rentals and driving range sales. He highlighted several goals and shared of upcoming and ongoing projects. Council thanked Avery for his report and his good work at the golf course.

#### **8. BUSINESS ITEMS**

**COST SHARE GRANT APPLICATION WITH KDOT:** Administrator Stiles noted the City has applied for a KDOT Cost Share program on Adams Street from B Street to First Street multiple times. Staff has requested feedback from KDOT regarding prior applications, therefore this application has been revised to highlight safety along this section of Adams Street. The local cost share would be 25% of the project which is anticipated to be \$195,225.

Council member McCarty motioned to approve the Cost Share Grant application with KDOT and authorize the City Administrator to submit the grant application on behalf of the City. Council member Loewen seconded. Motion carried 3-0.

**CONSIDERATION OF MOWING BIDS FOR 2023 SEASON:** Administrator Stiles shared the results of all bids submitted for areas 1-4 and noted the museum, fairgrounds and airport will be mowed by city staff. He shared the financial impact will be \$10,290 and recommended awarding the low bids for Ryan Hefley on Areas 1-3 and Plenert Mowing on Area 4.

Council member Beye motioned to approve awarding Ryan Hefley the mowing contract for Areas 1, 2 and 3 and Plenert Mowing for Area 4 and the Schaeffler House. Council member McCarty seconded. Motion carried 3-0.

**CONSIDERATION OF MOWER PURCHASE FOR THE SEWER DEPARTMENT:** Mayor Thurston invited the two local vendors that were present to speak.

Kevin Suderman of 2S Outdoor Power shared of frustrations with the bidding process and with the recommendation to purchase from a non-local vendor despite having two local vendors. Suderman requested transparency in the bid process and for bid requests to be written.

Adam Kleiber of Ag Power agreed with Suderman and would like to have received a written bid request. Kleiber shared of the differences between the quotes provided by Ag Power and those of Hale's Sales & Service, noting the quotes were not comparing the same products.

Administrator Stiles addressed issues raised including changes needed to solidify the bidding process, including a written bid request, timing, and adhering to a structured bid process. He sincerely apologized for this and suggested starting over with a new written bid request for this purchase.

Council discussion regarding the bids received and the issues addressed. Council consensus to provide a written bid request to both local vendors and allow each to resubmit. Suderman and Kleiber offered to assist in developing specifications for the mower bid to be provided to Administrator Stiles. Council discussed holding a special meeting once bids have been received. Mayor Thurston thanked both vendors for attending the meeting.

**CONSIDERATION OF PURCHASE OF 2014 TRASH TRUCK:** Administrator Stiles shared of staff's recommendation to purchase a 2014 trash truck at a cost of \$159,500 delivered. He also noted this would be part of a lease purchase agreement.

Council member McCarty motioned to approve the purchase of the 2014 Autocar Trash Truck for \$159,500 from Chastang Autocar using a lease-purchase agreement. Council member Beye seconded. Motion carried.

**CONSIDERATION OF PURCHASE OF VENTRAC TRACTOR & DECK & GOLF COURSE SPRAYER:** Administrator Stiles shared the request for a Ventrac 4520Z mower with a Ventrac contour deck, and a Multi Pro 1750 sprayer for the golf course.

Council member Beye motioned to approve the purchase from Professional Turf Products, LP for the Ventrac 4520Z tractor, 84" Contour Deck, and Multi Pro 1750 sprayer using a lease-purchase agreement. Council member McCarty seconded. Motion carried.

**HILLSBORO FORD INVOICES:** Administrator Stiles reviewed invoices from Hillsboro Ford totaling \$2088.13. Council member McCarty motioned to approve payment. Council member Loewen seconded. Council member Beye abstained. Mayor Thurston voted in favor. Motion carried.

**9. CITY ADMINISTRATOR'S REPORT:** Administrator Stiles reported on the following:

- Sewer Repairs
- Plats
- Marion Reservoir
- Brush Truck
- Mirror Meeting
- Open Positions

**10. PUBLIC COMMENTS:** None.

**11. COUNCIL COMMENTS:** Council member McCarty suggested considering a golf membership discount for city employees and noted it could increase the number of members and would be similar to the benefit with Infinity Fitness.

**13. ADJOURNMENT:** Council meeting adjourned at 7:56pm.

ATTEST:

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LOUIS THURSTON, MAYOR

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DANIELLE BARTEL, CITY CLERK

Hillsboro, Kansas  
March 15, 2023

**1.** The City Council met in special session via Zoom and in person on Wednesday, March 15, 2023 at 12:00pm with Mayor Lou Thurston and Council members Blake Beye, David Loewen and Byron McCarty participating.

Members Absent: Brent Driggers.

**2. Others Participating:** Matt Stiles, City Administrator; Danielle Bartel, City Clerk.

**3. CALL TO ORDER:** Mayor Lou Thurston called the meeting to order at 12:00pm.

**4. CONSIDERATION OF SEWER MOWING BIDS:** Administrator Stiles reviewed the rebidding process following the last council meeting and requirements for the sewer mower. He noted that only one mower of the several bids received from 2S Outdoor Power and Ag Power met the specifications. Council discussion regarding cost, availability and service needs.

Council member Beye motioned to approve the bid from 2S Outdoor Power for the Grasshopper 440 at a cost of \$14,811.95. Council member McCarty seconded. Motion carried.

**5. COUNCIL COMMENTS:** Council member Beye was appreciative of the rebidding process.

**6. ADJOURNMENT:** Council meeting adjourned at 12:06pm.

ATTEST:

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LOUIS THURSTON, MAYOR

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DANIELLE BARTEL, CITY CLERK







**Zoning:**

**CERTIFICATE OF CITY, TOWNSHIP OR COUNTY CLERK**

**License Type (applicant check one):**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Caterer                        | <input type="checkbox"/> Hotel                               | <input type="checkbox"/> Non-Beverage User  |
| <input type="checkbox"/> Distributor                    | <input type="checkbox"/> Hotel/Caterer                       | <input type="checkbox"/> Packaging/Warehousing Facility Permit                                  |
| <input type="checkbox"/> Drinking Establishment         | <input type="checkbox"/> Manufacturer                        | <input type="checkbox"/> Private Club: <input type="checkbox"/> A or <input type="checkbox"/> B |
| <input type="checkbox"/> Drinking Establishment/Caterer | <input type="checkbox"/> Microbrewery                        | <input type="checkbox"/> Producer   |
| <input type="checkbox"/> Farm Winery                    | <input type="checkbox"/> Microbrewery Packaging/Warehouse    | <input type="checkbox"/> Public Venue   |
| <input type="checkbox"/> Farm Winery Outlet             | <input type="checkbox"/> Microdistillery                     | <input checked="" type="checkbox"/> Retailer  |
| <input type="checkbox"/> Fulfillment House              | <input type="checkbox"/> Microdistillery Packaging/Warehouse | <input type="checkbox"/> Special Order Shipping   |

**NOTICE TO CITY/COUNTY CLERK:** Submission of this zoning form by the applicant to the City or County constitutes notification to the governmental entity that an application for a liquor license has been or will be received by the ABC. Should the City or County you represent desire to make any comments, suggestions or recommendations relative to the granting of or refusal to grant a license to the above-named applicant; or, the premise for which licensure is sought or to request a hearing pursuant to K.S.A. 41-318 or 41-2608, it may do so by submitting such comments, suggestions, recommendations or requests to the ABC within 10 days of the date you affix your seal to this document. You may submit your written request to the address or fax number provided at the top of the form.

I HEREBY CERTIFY THAT THE PREMISES AT 500 Western Heights Hillsboro 67063 IS:  
Location Street Address City Zip


(Check one box in each section below)

**CITY LIMITS:**  **Inside** the incorporate city limits  **Outside** the city limits Marion  
County

**New Retailer applicants only:** K.S.A. 41-303 states no license shall be granted to any applicant unless:  
 1. The board of county commissioners has adopted a resolution approving the issuance of a license to the location.  
A certified copy of such resolution must accompany the license application.

**ZONING:**  located within an area that complies with all applicable zoning regulations required by K.S.A. 41-710 or K.S.A. 41-2608. Farm Wineries, Microbreweries and Microdistilleries **must** be zoned agricultural, commercial or business as required by K.S.A. 41-710(b); **AND**, Retailers, Farm Wineries or Microbreweries premises must comply with the building regulations required by K.S.A. 41-710.  
 located outside an incorporated city, in a township or county **that is not zoned**.  
 I acknowledge a public venue, club or drinking establishment liquor license shall be issued to a farm winery or producer licensee regardless of any local zoning regulations or other regulations if the applicant is a registered agritourism operator.

**THE CITY/COUNTY ALLOWS:**  Basic Hours  Expanded Hours (Sunday sales)



(Seal)

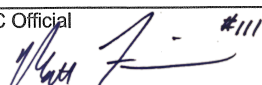
CLERK SIGNATURE Danielle Bartel  City Clerk  Township Clerk  County Clerk  
 PRINTED NAME Danielle Bartel DATE 02/07/23 PHONE 620-947-3162

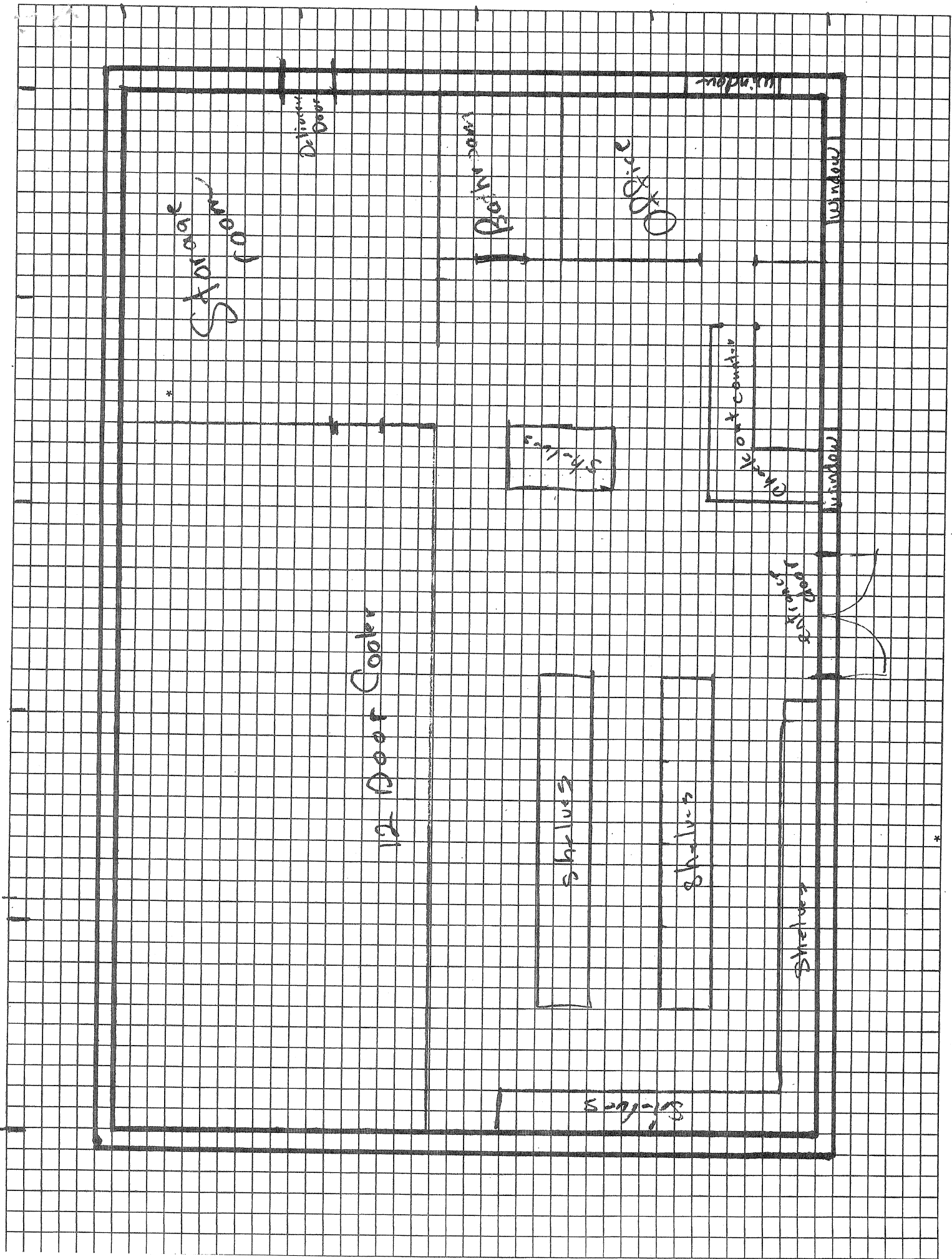
- I understand any changes to the approved diagram must be submitted to the ABC an approved prior to making any change and that this diagram is subject to onsite review by an ABC Enforcement Agent.
- I understand that I must maintain a copy of the approved diagram on the licensed premise and make it available for immediate inspection upon request.

Under penalties of perjury, I declare the information contained in this document a true, accurate and complete disclosure of information.



2-7-2023  
 Licensee Signature Printed Name Date

ABC Office Use Only <input checked="" type="checkbox"/> <b>DIAGRAM APPROVED AS SUBMITTED</b> <input type="checkbox"/> <b>DIAGRAM DENIED</b> Reason Denied:	Signature of ABC Official 	Date 3-02-2023
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Storage Room

Deer Cooler  
Door

Back door

Office

Window

Window

Deer Cooler

Window

12 Deer Cooler

Shelves

Door

Shelves

Shelves

Shelves

Shelves



\*

**Kansas Alcoholic Beverage Control Division  
Liquor License**

**Retailer's License**

**OWNER NAME: Vondy's Liquor LLC**  
**DBA: Vondys Liquor**  
**ADDRESS: 500 Western Heights Drive**  
**Hillsboro, KS 67063-1169**

**LICENSE NO: 15225**

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

**PRIVILEGES:**

Allows the licensee to serve free samples of alcoholic liquor; make retail sales of alcoholic liquor, cereal malt beverage, non-alcoholic malt beverage and all other goods and services; deliver alcoholic liquor and cereal malt beverage in the original package to certain other licensees and other sales as authorized by K.S.A. 41-308 and K.S.A. 41-308d.

**AGREEMENT:**

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.

*Debbi Beavers*

Debbi Beavers  
Director, Alcoholic Beverage Control

*Mark A. Burghart*

Mark A. Burghart  
Secretary of Revenue

**EFFECTIVE: 03/27/2023**

**EXPIRES: 03/26/2025**

**THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE**

**IMPORTANT INFORMATION**

Contact the ABC Licensing Unit at 785-296-7015 or email [Kdor\\_abc.licensing@ks.gov](mailto:Kdor_abc.licensing@ks.gov) if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at <http://www.ksrevenue.gov/abccontact.html>

Contact the Miscellaneous Tax Segment at 785-368-8222 or email [Kdor\\_miscellaneous.tax@ks.gov](mailto:Kdor_miscellaneous.tax@ks.gov) if you:

- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

**CLOSING YOUR BUSINESS**

If you are closing your business, you must surrender your liquor license and complete the form at <https://www.ksrevenue.gov/pdf/abc824.pdf>

# Staff Report

**To:** Honorable Mayor and City Council

**From:** Matt Stiles, City Administrator

**Date:** 3/21/2023

**Re:** KDHE Loan Agreement and EBH Agreement

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**Background:** There are two items related to the forgivable \$1.1 million KDHE loan to address our problems with iron and manganese in the Marion Reservoir. First is the proposed agreement with KDHE for the loan itself. The total amount is \$1.1 million. Eligible costs include the engineer, design and administration of the loan. This loan is eligible for 100% loan forgiveness as part of the Infrastructure Investment and Jobs Act federal funding because the iron and manganese are considering emerging contaminants.

Ordinance 1365 authorizes the city to execute the proposed agreement, dedicate a repayment revenue for the project, and authorize the execution of any needed documents. TWG is working on a revised ordinance and legal opinion on the KDHE's proposed agreement. Those documents should be available on Monday, March 20 for review. The agreement provided by KDHE is enclosed is for reference but will not be the final version.

Connected to the KDHE Loan is the EBH Agreement. In the proposed agreement EBH will handle the design and administration of the KDHE Loan through the completion of the project. The lump sum cost in the contract is \$203,100 with the possibility of additional charges according to the set fee schedule in the agreement. All those costs are eligible to be paid through the loan proceeds.

In anticipation of starting the pilot project to prove the proposed technology is effective, the city has submitted a request to KDHE to allow for sole-source purchase of the chlorine dioxide generator immediately. That equipment is \$58,750 and is needed to be installed before summer to get an effective measurement of its ability. That pilot data will be used by KDHE to determine if the treatment can be used safely in our water treatment process. That request with KDHE is pending approval and would be paid out of proceeds from the loan.

**Financial Impact:** The full amount of the \$1.1 million loan will be forgiven. However, the city will still be responsible for the service fee and any accrued interest. According to the estimated amortization schedule, that amount is anticipated to be \$2,016.66.

**Recommendation:** Staff recommends moving forward with both Ordinance 1365 and the proposed agreement with EBH. Separate actions would be needed. The first would be to adopt Ordinance 1365 and authorizing the Mayor to sign. Assuming that ordinance is adopted, then the Council would need to approve the proposed agreement with EBH for the engineering services as presented.

(Published in *The Hillsboro Star-Journal* on \_\_\_\_\_)

**ORDINANCE NO. 1365**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF HILLSBORO, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.**

WHEREAS, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Master Indenture (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public water supply projects (the "Projects") and to pledge the Loan Repayments (as defined in the Master Indenture) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as

said terms are defined in the Loan Act); and

WHEREAS, the City of Hillsboro, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a water system (the "System"); and

WHEREAS, the System is a Public Water Supply System, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

The water treatment plant improvements include recommissioning and updating the potassium permanganate feed systems, adding a chlorine dioxide feed system, pipe and valve modifications, additional of pipeline mixer and contact loops.

(the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-15-50 through 28-15-65 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount not to exceed \$1,100,000 (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

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

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of February 20, 2023, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the Municipality's legal counsel, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues (as defined in the Loan Agreement) sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations (as defined in the Loan Agreement) as and when the same become due; provided, however, the pledge of the System Revenues contained herein and in the Loan Agreement (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement. In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials and legal counsel are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

*[Remainder of Page Intentionally Left Blank]*

PASSED AND APPROVED by the governing body of the City of Hillsboro, Kansas this 21st day of March, 2023.

CITY OF HILLSBORO, KANSAS

[Seal]

---

Lou Thurston, Mayor

ATTEST:

---

Danielle Bartel, City Clerk



EXCERPT OF MINUTES

The Governing Body of the City of Hillsboro, Kansas met in regular session at the usual meeting place in the City of Hillsboro on March 21, 2023 at 6:30 p.m., with Mayor Lou Thurston presiding, and the following members of the governing body present:

and the following members absent:

Thereupon, there was presented to the governing body an Ordinance entitled:

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF HILLSBORO, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.**

Thereupon, the Ordinance was considered and discussed, and upon the motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Ordinance was adopted by a majority vote of the governing body, it was given No. \_\_\_\_\_ and was directed to be signed by the Mayor and attested by the City Clerk, and the City Clerk was directed to publish the Ordinance one time in the City's official newspaper as required by law and as provided therein.

\*\*\*\*

CITY CLERK'S  
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of Minutes of the March 21, 2023 meeting of the governing body of the City of Hillsboro, Kansas.

[Seal]

\_\_\_\_\_  
Danielle Bartel, City Clerk

Division of Environment  
Curtis State Office Building  
1000 SW Jackson St., Suite 400  
Topeka, KS 66612-1367



Phone: 785-296-1535  
Fax: 785-559-4264  
www.kdheks.gov

Janet Stanek, Secretary

Laura Kelly, Governor

February 27, 2023

Mr. Matt Stiles  
City of Hillsboro  
118 E Grand Ave  
Hillsboro, KS 67063-1524

Re: KPWSLF  
Project No. 3166

Dear Mr. Stiles:

Enclosed are two original copies of the loan agreement for the city's referenced project. Please sign the original loan agreement's signature pages. Keep one original loan agreement for the city's records and return the remaining copy to KDHE. It is necessary to complete Exhibits F and G and submit original copies with the signed Loan Agreement as well as proof of publication for the ordinance.

We look forward to working with the city on this project. Please call Brenda Diegel at (785) 296-4262, if you have any questions.

Sincerely yours,

A handwritten signature in black ink that reads "Cathy Tucker-Vogel".

Cathy Tucker-Vogel, Section Chief  
Public Water Supply Section  
Bureau of Water

CTV:lw

pc: North Central District

Dan Clair/Todd Stephenson/Ben Haring/Edward Darbro/Kathy Martinez Reynaga/William Carr//Brenda Diegel/SRF File

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**LOAN AGREEMENT**

Between

**THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT  
ACTING ON BEHALF OF  
THE STATE OF KANSAS**

and

**THE CITY OF HILLSBORO, KANSAS**

**KPWSLF PROJECT NO. 3166**

**EFFECTIVE AS OF FEBRUARY 20, 2023**

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*The interest of the Kansas Department of Health and Environment ("KDHE") in the Loan Repayments to be made by the Municipality and certain other revenues (the "Revenues") under this Loan Agreement have been pledged and assigned to the Kansas Development Finance Authority (the "Authority") pursuant to a Master Indenture. The interest of the Authority in the Revenues has been pledged as security for the payment of the principal of, redemption premium, if any, and interest on the Authority's State Revolving Fund Revenue Bonds, pursuant to the Master Indenture.*

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**RECITALS**

**KANSAS PUBLIC WATER SUPPLY LOAN FUND  
LOAN AGREEMENT**

**THIS LOAN AGREEMENT**, effective as of February 20, 2023, by and between the KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT ("KDHE"), acting on behalf of THE STATE OF KANSAS (the "State"), and HILLSBORO, KANSAS, a "Municipality" according to K.S.A. 65-163d, hereinafter referenced as the "Municipality";

**WITNESSETH:**

**WHEREAS**, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (jointly, the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

**WHEREAS**, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

**WHEREAS**, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

**WHEREAS**, under the Loan Act, the Secretary (the "Secretary") of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

**WHEREAS**, the Secretary, Kansas Development Finance Authority (the "Authority"), and the Kansas Department of Administration (the "DOA") have entered into an Inter-Agency Agreement dated as of September 28, 2009, (jointly, the "Inter-Agency Agreement"), to define the cooperative relationship between KDHE, the DOA and the Authority to jointly administer certain provisions of the Loan Act; and

**WHEREAS**, the Authority and KDHE have supplemented the Inter-Agency Agreement by entering into a Master Indenture, dated as of November 1, 1997, as the same may be amended and supplemented from time to time (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities (as defined in the Loan Act) for Public Water Supply Projects (the "Projects") and to pledge the Loan Repayments received pursuant to such Loan Agreements to the Authority; and

**WHEREAS**, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

**WHEREAS**, the Municipality has made timely application to KDHE for a Loan to finance all or a portion of the Project Costs; and

**WHEREAS**, the State has approved the Municipality's application for a Loan, subject to the receipt of capitalization grants from the EPA pursuant to the Federal Act and proceeds of the Bonds when issued by the Authority.

**NOW, THEREFORE**, for and in consideration of the award of the Loan by KDHE, the Municipality agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.01. Definitions.** The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

**"Additional Payments"** means the payments described in *Section 2.06* hereof.

**"Additional Revenue Obligations"** means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, and all Existing Revenue Obligations.

**"Authority"** means the Kansas Development Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns.

**"Authorized Municipality Representative"** means any person authorized pursuant to a resolution of the governing body of the Municipality to perform any act or execute any document relating to the Loan, or this Loan Agreement.

**"Bonds"** means the Kansas Development Finance Authority, Kansas Public Water Supply Revolving Loan Fund Revenue Bonds, issued in one or more series, pursuant to Master Bond Resolution No. 106, and supplements thereto.

**"Code"** means the Internal Revenue Code of 1986, and amendments thereto, and any applicable regulations thereunder promulgated by the Department of the Treasury.

**"Continuing Disclosure Undertaking"** means, with respect to any series of Bonds, the undertaking or agreement by KDHE and any other parties thereto with respect to continuing disclosure matters within the scope of the SEC Rule.

**"Dedicated Source of Revenue"** shall have the meaning ascribed thereto in *Exhibit B* attached hereto.

**"EPA"** means the Environmental Protection Agency of the United States, its successors and assigns.



**"Event of Default"** means any occurrence of the following events:

(a) failure by the Municipality to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due;

(b) failure by the Municipality to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by KDHE, unless KDHE shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period KDHE may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected;

(c) failure by the KDHE to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement which shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to KDHE by the Municipality, unless the Municipality shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Municipality may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by KDHE within the applicable period and diligently pursued until the Event of Default is corrected;

(d) any representation made by or on behalf of the Municipality contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is intentionally false or misleading in any material respect;

(e) any representation made by or on behalf of KDHE contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, is intentionally false or misleading in any material respect;

(f) a petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality, such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal;

(g) the Municipality shall generally fail to pay its debts as such debts become due;

(h) failure of KDHE to promptly pay any Project Costs when reasonably requested to do so by the Municipality pursuant to *Section 2.03* hereof.

**"Existing Revenue Obligation"** means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Municipality.

**"Federal Act"** means the Safe Drinking Water Act, including the Safe Drinking Water Act Amendments of 1996 [PL 104-182] thereto.

"**FIAC**" means the Financial Integrity Assurance Conditions, attached hereto as *Exhibit I*.

"**GAAP**" means generally accepted accounting principles as applicable to municipal utility systems.

"**Indebtedness**" means any financial obligation of the Municipality evidenced by an instrument executed by the Municipality, including this Loan, Existing Revenue Obligations Additional Revenue Obligations, general obligation bonds or notes, lease or lease-purchase agreement or similar financial transactions.

"**KDHE**" means the Kansas Department of Health and Environment or its successors in interest.

"**Loan**" means the loan made by KDHE to the Municipality to finance or refinance a portion of the Project Costs pursuant to this Loan Agreement.

"**Loan Act**" means the Constitution and laws of the State of Kansas, including particularly K.S.A. 65-163d through 65-163u inclusive, as amended and supplemented.

"**Loan Agreement**" means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"**Loan Repayments**" means the payments payable by the Municipality pursuant to *Section 2.05* of this Loan Agreement.

"**Loan Terms**" means the terms of this Loan Agreement provided in *Article II* hereof.

"**Municipal Fiscal Year**" means the twelve-month period ending on December 31 of each year.

"**Municipality**" means the City of Hillsboro, Kansas, its successors and assigns.

"**Master Indenture**" means the Master Indenture between the Authority and KDHE, dated as of November 1, 2010, and any agreement or agreements amendatory or supplemental thereto.

"**Project**" means the acquisition, design, construction, improvement, repair, rehabilitation or extension of the System described in *Exhibit A* hereto, which constitutes a project pursuant to the Loan Act for which KDHE is making a Loan to the Municipality pursuant to this Loan Agreement.

"**Project Costs**" means all costs or expenses which are necessary or incident to the Project and which are directly attributable thereto, including, but not limited to: (a) costs of any Loan reserves; (b) interest on the Loan during the construction of the Project; (c) principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs incurred for contracts entered into on or after August 6, 1996; and (d) financing and administrative costs associated with the Loan Agreement.

"**Public Water Supply System**" means a system for the provision to the public of piped water for human consumption, if such system has at least ten (10) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, and as further defined in K.S.A. 65-162a, and amendments thereto.

**"Rating Agency"** means Moody's Investors Service, Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Fitch Investors Service, Inc., and any other nationally recognized securities rating agency designated by the Authority.

**"Regulations"** means Kansas Administrative Regulations (K.A.R.) 28-15-50 to 28-15-65, and any amendments thereto promulgated by KDHE pursuant to the Loan Act.

**"Revolving Fund"** means the Kansas Public Water Supply Loan Fund established by the Loan Act.

**"SEC Rule"** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.

**"Secretary"** means the Secretary of KDHE

**"State"** means the State of Kansas, acting, unless otherwise specifically indicated, by and through KDHE, and its successors and assigns.

**"System"** means the water system of the Municipality, as the same may be modified or enlarged from time to time, including the Project described in *Exhibit A*, for which the Municipality is making the borrowing under this Loan Agreement, which constitutes or includes a Public Water Supply System.

**"System Revenues"** means all revenues derived by the Municipality from the ownership and operation of the System.

#### **Section 1.02. Rules of Interpretation.**

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) All references in this Loan Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Loan Agreement as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(d) The Table of Contents and the Article and Section headings of this Loan Agreement shall not be treated as a part of this Loan Agreement or as affecting the true meaning of the provisions hereof.

## ARTICLE II

### LOAN TERMS

**Section 2.01. Amount of the Loan.** Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds and proceeds of Bonds, KDHE will loan an amount not to exceed \$1,100,000 to the Municipality to pay all or a portion of the Project Costs for the Project described in *Exhibit A* hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (*Exhibit B* hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in excess of the amount of the Loan. Any amendment to *Exhibit B* shall be effected by written amendment to the Loan Agreement executed by all parties.

**Section 2.02. Interest Rate.** The gross interest rate on the loan shall be 2.20% per annum, which shall be assessed on the unpaid principal balance to be paid as set out in the Loan Repayment Schedule, *Exhibit B* hereto. This interest rate consists of a net loan interest rate, and a service fee, as described in *Exhibit B*. Any subsequent revision to the amount of the Loan or *Exhibit B* hereto shall not change the gross interest rate on the Loan.

#### **Section 2.03. Disbursement of Loan Proceeds.**

(a) Subject to the conditions described in this Section, KDHE agrees to disburse the proceeds of the Loan during the progress of the Project for Project Costs. Requests for disbursement may be submitted by the Municipality (in substantially the form attached hereto as *Exhibit E*), not more than once per month, in accordance with the procedures set forth by KDHE. Any request for disbursement must be supported by proper invoices and a certificate of the Authorized Municipality Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and, based upon that information then available to such person, no adverse developments affecting the financial condition of the Municipality or its ability to complete the Project or to repay the Loan have occurred.

The Municipality may request disbursement for the following Project Costs:

- (1) any eligible planning/design costs incurred prior to execution of this Loan Agreement (initial disbursement request only);
- (2) disbursement for eligible Project Costs if such Project Costs have been incurred and are due and payable to Project contractors (actual payment of such Project Costs by the Municipality is not required as a condition of the payment request); or
- (3) interest becoming due on the Loan prior to the initial scheduled payment of principal;
- (4) the principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs incurred for contracts entered into on or after August 6, 1996; and

(b) KDHE shall not be under any obligation to disburse any Loan proceeds to the Municipality under this Loan Agreement unless:

(1) there are moneys available in the Revolving Fund to fund the Loan, as determined solely by KDHE;

(2) the Municipality shall certify to KDHE that it has funds available to pay for that portion of the Project Costs not eligible (pursuant to the Loan Act or the Federal Act) to be funded under this Loan Agreement;

(3) no Event of Default by the Municipality shall have occurred and be continuing; and

(4) the Municipality continues to maintain reasonable progress towards completion of the Project.

#### **Section 2.04. Schedule of Compliance; Completion of Project.**

(a) The Municipality agrees to complete the Project in accordance with the Conditions Applicable to Construction of the Project set forth in *Exhibit C* attached hereto.

(b) The completion of the construction of the Project shall be evidenced to KDHE by a certificate signed by the Authorized Municipality Representative stating: (1) that the construction of the Project has been completed in accordance with the plans and specifications therefore; and (2) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Municipality. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

#### **Section 2.05. Repayment of the Loan.**

(a) **Loan Repayments.** The Municipality shall pay to KDHE, on or before the due dates, installments of principal and interest on the Loan in accordance with *Exhibit B* attached hereto, until the Loan has been paid in full. Installments of principal and interest on the Loan shall be computed and paid in accordance with the Loan Repayment Schedule on *Exhibit B* as in effect at any time under this Loan Agreement. Notwithstanding any other provision of this Loan Agreement, the first payment of principal and interest due on the Loan shall be made no more than one year after project initiation of operation. The final installment of principal under the Loan shall be fully repaid not later than 20 years after Project completion.

(b) **Prepayment of the Loan.** The Municipality may prepay the outstanding principal of the Loan, in whole, or in part, without penalty, if consent from KDHE is obtained. The municipality must provide a written request to KDHE of its desire to prepay, such request shall indicate the actual source of funds that will be used to make the prepayment (specifically proceeds from a tax-exempt bond issue, proceeds from a taxable bond issue, cash on hand, or some other instrument) and the desired date of prepayment. KDHE may require the prepayment date coincide with a scheduled repayment date. A partial prepayment may be made only if the prepayment amount is the greater of 10% of the original principal amount of the Loan or \$50,000. A new *Exhibit B* will be prepared by KDHE following receipt of any acceptable partial prepayment, reamortizing the remaining principal amount over the remaining term of the Loan.

**Section 2.06. Additional Payments.** The Municipality shall pay as Additional Payments the following amounts:

(a) Any amounts required to be paid by the Authority to the United States of America as arbitrage rebate, arising due to the Municipality's failure to expend proceeds of the Loan at the times certified to KDHE by the Municipality, that result in arbitrage rebate liability for the Authority, but only to the extent that the funds in the Rebate Fund established by the Master Indenture are insufficient to make such payments; and.

(b) All other payments of whatever nature which the Municipality has agreed to pay or assume hereunder.

**Section 2.07. Financial Integrity Assurance Conditions.** In accordance with the powers granted to the Secretary in the Loan Act, the Secretary may require at any time during the term of this Loan Agreement the requirement of FIAC for the Municipality; provided the Secretary shall not make such requirement so long as the Municipality maintains a financial rating on its general obligation bonds or Additional Revenue Obligations of not less than the lowest category of "A" from any Rating Agency. In addition, the Municipality may elect to comply with FIAC prior to the funding of the Loan or at any time during the term of this Loan Agreement. In either instance, the Municipality and the Secretary hereby agree the conditions are attached hereto as *Exhibit I*. The Municipality will cooperate fully with any recommendations and requirements imposed by the FIAC.

### ARTICLE III

#### REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

**Section 3.01. Representations of the Municipality.** The Municipality makes the following representations:

(a) ***Organization and Authority.***

(1) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the constitution and statutes of the State.

(2) The Municipality has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

(3) The Ordinance (adopted substantially in the form attached hereto as *Exhibit F*) and other proceedings of the Municipality's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Municipality, and authorizing the Municipality to undertake and complete the Project have been duly and lawfully adopted.

(4) This Loan Agreement has been duly authorized, executed and delivered on behalf of the Municipality, and, constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.

(b) **Full Disclosure.** To the best knowledge of the Municipality, there is no fact that the Municipality has not disclosed to KDHE in writing on the Municipality's application for the Loan or otherwise that materially adversely affects or that will materially adversely affect the properties, activities, or its System, or the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.

(c) **Non-Litigation.** There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (1) the legal organization of the Municipality; (2) its boundaries; (3) the right or title of any of its officers to their respective offices; (4) the legality of any official act taken in connection with obtaining the Loan; (5) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (6) any of the proceedings had in relation to the authorization or execution of this Loan Agreement; (7) the collection of revenues of the System; (8) the levy and collection of unlimited *ad valorem* taxes to pay the principal of and interest on the Loan; or (9) the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(d) **Compliance with Existing Laws and Agreements.** To the best knowledge of the Municipality, the authorization, execution and delivery of this Loan Agreement by the Municipality, and the performance by the Municipality of its duties, covenants, obligations and agreements thereunder will not result in any breach of any existing law or agreement to which the Municipality is a party.

(e) **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default. The Municipality is not presently aware of any violation of any agreement which would materially adversely affect the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(f) **Compliance with Law.** The Municipality has, to the best of the Authorized Municipality's Representative's knowledge:

(1) complied with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Loan Act, the Regulations and the Federal Act, the failure to comply with which would materially adversely affect the ability of the Municipality to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

(2) obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Municipality to complete the Project or operate the Project.

(g) **Use of Loan Proceeds.** The Municipality will apply the proceeds of the Loan as described in *Exhibit D*:

(1) to finance or refinance a portion of the Project Cost; and

(2) where applicable, to reimburse the Municipality for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by KDHE as a result of contracts entered into on or after to August 6, 1996 and is eligible for such reimbursement pursuant to the Regulations and the Code.

(h) **Project Costs.** The Municipality certifies that the Project Costs, as listed in *Exhibit D*, is a reasonable and accurate estimation and, upon direction of KDHE, will supply the same with a certificate from its consulting engineer stating that such Costs are reasonable and accurate estimations, taking into account investment income to be realized during the course of construction of the Project, if any, and other lawfully available money that would, absent the Loan, have been used to pay the Project Costs.

**Section 3.02. Particular Covenants of the Municipality.**

(a) **Dedicated Source of Revenue for Repayment of the Loan.** The Municipality hereby establishes the Dedicated Source of Revenue described on *Exhibit B* attached hereto, which Dedicated Source of Revenue is hereby pledged to the Loan Repayments, Additional Payments and all other obligations of the Municipality under this Loan Agreement.

(b) **Performance Under Loan Agreement.** The Municipality covenants and agrees in the performance of its obligations under this Loan Agreement:

(1) to comply with all applicable State and federal laws, rules and regulations (including, but not limited to the conditions set forth in *Exhibit C* hereto) as are applicable to this Loan Agreement; and

(2) to cooperate with KDHE in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and KDHE under this Loan Agreement (including, without limitation the requirements contained in *Exhibit C* hereto).

(c) **Completion of Project and Provision of Moneys Therefore.** The Municipality covenants and agrees:

(1) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in *Exhibit C* hereto; and

(2) to provide, from its own financial resources, all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.

(d) **Delivery of Documents and Payment of Fees.** Concurrently with the delivery of this Loan Agreement and the closing of the Loan, the Municipality will cause to be delivered to KDHE:

(1) fully executed counterparts of this Loan Agreement;

(2) copies of the ordinance of the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement, certified by an Authorized Municipality Representative, which shall be in substantially the form attached hereto as *Exhibit F* together with an affidavit of publication thereof in the official newspaper of the Municipality;

(3) an opinion of the Municipality's counsel substantially in the form set forth in *Exhibit G* attached hereto;

(4) FIAC, if required by the Secretary, or desired by the Municipality;



(5) such other certificates, documents, opinions and information as KDHE may reasonably require.

(e) **Operation and Maintenance of System.** The Municipality covenants and agrees that it shall, in accordance with prudent public water supply utility practice:

(1) at all times operate System in an efficient manner in accordance with applicable laws and regulations;

(2) maintain its System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its System in good repair, working order and operating condition;

(3) implement any modification of the rates fees and charges for use of the System that comprise the Dedicated Source of Revenues as the Secretary may require to ensure repayment of the Loan in accordance with the provisions of the Loan Act; and

(4) take such other action as the Secretary may require in accordance with powers granted to the Secretary under the Loan Act and the Regulations.

(f) **Disposition of System.** The Municipality shall not sell, lease or otherwise transfer ownership of all or substantially all of its System without the consent of the Secretary. The Municipality shall provide the Secretary with ninety (90) days' prior written notice to KDHE of such sale, lease or transfer. No such sale, lease or transfer shall be effective unless compliance is with the provisions of *Section 4.02* hereof, assuming such sale, lease or transfer is deemed to be an assignment for the purposes of such Section. The provisions of this paragraph shall not be construed to prohibit the lease of portions of the System by the Municipality in connection with a lease-purchase transaction to finance improvements to the System; provided that a termination or an event of default by the Municipality under such arrangement shall not have a material adverse effect on the Municipality's Dedicated Source of Revenues.

(g) **Records and Accounts.**

(1) The Municipality shall keep accurate records and accounts for its System (the "System Records"), separate and distinct from its other records and accounts (the "General Accounts"). Such System Records shall be audited annually by an independent certified public accountant or firm of independent certified public accountants, in accordance with generally accepted auditing standards, if municipal aggregate annual gross receipts are in excess of \$275,000 or if the municipality has outstanding debt in excess of \$275,000. Such audit may be a part of the single agency audit made in accordance with the Federal Single Audit Act of 1984, OMB Circular No. A-133, *Audits of States, Local Governments, and Non-profit Organizations* as amended in 1996 and 2003 and as may be further amended and revised. Such System Records and General Accounts shall be made available for inspection by KDHE at any reasonable time, and a copy of the Municipality's annual audit, including all written comments and recommendations of such accountant, shall be furnished to KDHE within 210 days of the close of the Municipal Fiscal Year being so audited. Such audit report shall be prepared in accordance with subsection (g)(2) hereof.

(2) The Municipality shall maintain financial statements in accordance with generally accepted government accounting standards defined in the Government Accounting, Auditing, and Financial Reporting Manual (1994 Ed.), or any revised edition, issued by the Government Finance

Officers Association. The financial information shall be prepared in accordance with generally accepted accounting principles (GAAP) for state and local governments.

(h) **Inspections.** The Municipality shall permit the EPA, KDHE and any party designated by KDHE to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, including the System Records and General Accounts, and shall supply such reports and information as the EPA and KDHE may reasonably require in connection therewith.

(i) **Obligation to Provide Information if Notified by KDHE.** The Municipality agrees to provide to KDHE such annual financial information and operating data, together with ongoing notice of the occurrence of any “material event” (defined below), each with respect to the Municipality, as is necessary for KDHE to comply with each Continuing Disclosure Undertaking from time to time in effect. Such information, data and notices pursuant to this section will be required to be provided by the Municipality upon notice from KDHE that the Municipality is a Principal Participating Municipality (which is a borrower for which information and notices are required to be filed pursuant to a Continuing Disclosure Undertaking), as defined in a Continuing Disclosure Undertaking.

**Timing.** Any such financial information and operating data shall be provided by the Municipality to KDHE as soon as practicable after it is available, and any such notice of a material event shall be provided by the Municipality to KDHE promptly following the occurrence of the event. Existing Continuing Disclosure Undertakings require that any such financial information and operating data shall be filed by KDHE within 270 days after the end of the Municipal Fiscal Year, as defined in a Continuing Disclosure Undertaking, and that any such notice of a material event be filed by KDHE within 10 business days of the occurrence of the material event. The timing of such requirements may be different in a future Continuing Disclosure Undertaking, and a request by KDHE to the Municipality pursuant to this section may require that such information be provided to KDHE a reasonable period in advance of the filing dates required by a Continuing Disclosure Undertaking.

**Annual Information.** Any such financial information shall be accompanied by an audit report prepared in accordance with the provisions of subsection (g)(2) hereof, unless such subsection exempts the Municipality from such audit report requirement. The financial information shall be prepared in accordance with GAAP, unless the Municipality has received a waiver from such requirement as permitted by State Law, in which case it shall be prepared on such other basis of accounting that demonstrates compliance with State law. Such requirement for financial information and operating data may be satisfied by submitting the Municipality's comprehensive annual financial report (CAFR) and/or annual report of its System (if System revenues are included in the dedicated source of repayment), unless KDHE notifies the Municipality of the need for additional information. If an audit report is required to be prepared, but is not available within 270 days of the end of the Municipal Fiscal Year, un-audited financial information shall be provided to KDHE pending receipt of the audit report. If the method of preparation and the basis of accounting is changed to a basis less comprehensive than previously described, the Municipality shall provide a specific notice of such change to KDHE when the financial information is provided.

**Event Notices.** For purposes of this section, “material event” shall mean any event with respect to the Municipality (if it is a Principal Participating Municipality) required to be reported by KDHE pursuant to a Continuing Disclosure Undertaking. Upon a determination by KDHE that

the Municipality is a Principal Participating Municipality, KDHE will provide instructions to the Municipality identifying such events then required to be reported, and the Municipality agrees to report such events to the extent required by a Continuing Disclosure Undertaking. The existing Continuing Disclosure Undertakings require reporting by a Principal Participating Municipality of four events, relating generally to (i) bankruptcy or insolvency, (ii) merger, consolidation or acquisition, (iii) incurrence of a financial obligation or debt and (iv) default, acceleration, termination or modification of a financial obligation or debt.

(j) **Insurance.** The Municipality will carry and maintain such reasonable amount of all-risk insurance on all properties and all operations of its System as would be carried by similar municipal operators of Systems, insofar as the properties are of an insurable nature. The Municipality also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, or other similar future law (currently \$500,000 per occurrence).

(k) **Notice of Material Adverse Change.** The Municipality shall promptly notify KDHE of any material adverse change in the activities, prospects or condition (financial or otherwise) of the System, or in the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(l) **Additional Covenants and Requirements.** The parties hereto acknowledge that this Loan Agreement may be assigned or pledged to secure Bonds or other financings of the Authority. Should it be necessary to modify any covenants or obtain or enhance the security of the Bonds or other financings, the parties agree to take all reasonable actions and make reasonable covenants and agreements necessary to accomplish such purpose to the extent permitted by applicable laws. The parties hereto acknowledge that in conjunction with the issuance of or providing security for any Bonds or other financings, KDHE reserves the right to obtain municipal bond insurance or any other form of credit enhancement with respect to this Loan Agreement. The Municipality acknowledges that the decision to obtain any such municipal bond insurance or other credit enhancement shall be at the sole discretion of KDHE and the Authority. The costs of obtaining such credit enhancement and related costs shall be borne by Revolving Fund. The municipality shall cooperate with KDHE, the Authority and any provider of such credit enhancement with respect to furnishing financial information required by **subsections (g) and (i)** of this section, or any other relevant information or operating data of the System reasonably necessary to obtain such credit enhancement or comply with the provisions thereof on an ongoing basis so long as this Loan Agreement is in effect.

## ARTICLE IV

### ASSIGNMENT

**Section 4.01. Assignment and Transfer by KDHE.** The Municipality hereby approves and consents to any assignment or transfer of this Loan Agreement that KDHE deems necessary in connection with the operation and administration of the Revolving Fund. The Municipality hereby specifically approves the assignment and pledging of the Loan Repayments and Additional Payments to the Authority, and the Authority's pledging of all or a portion of the same to the Bonds.

**Section 4.02. Assignment by the Municipality.** This Loan Agreement may not be assigned by the Municipality for any reason, unless the following conditions shall be satisfied:

(a) KDHE and the Authority shall have approved said assignment in writing;

(b) the assignee is a city, county, township, water district, improvement district or other political subdivision of the State or any combination thereof;

(c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Municipality of its duties, covenants, and obligations under this Loan Agreement;

(d) the assignment will not adversely impact KDHE's ability to meet its duties, covenants and obligations under the Authority under the Master Indenture, nor may the sale endanger the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and

(e) the Municipality shall, at its expense, provide KDHE and the Authority with an opinion of a qualified attorney that each of the conditions set forth in *subparagraphs (b), (c), and (d)* hereof have been met.

## ARTICLE V

### DEFAULT AND REMEDIES

**Section 5.01. Notice of Default.** If an Event of Default shall occur, the non-defaulting party shall give the party in default and the Authority prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner set forth in *Section 6.01* hereof.

**Section 5.02. Remedies on Default.** Whenever an Event of Default shall have occurred and be continuing, KDHE or the Municipality shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of KDHE or the Municipality (including, without limitation, withholding remaining Loan disbursements, cancellation of the Loan Agreement and acceleration of the remaining scheduled principal payments set forth on *Exhibit B*, or such other remedies provided to the Secretary in the Loan Act and the Regulations.

#### **Section 5.03. Expenses.**

(a) Upon the occurrence of an Event of Default on the part of the Municipality, and to the extent permitted by law, the Municipality shall, on demand, pay to KDHE the reasonable fees and expenses incurred by KDHE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Municipality contained herein. Prior to incurring any such expenses, KDHE shall provide written notice to the Municipality that it intends to incur such expenses; provided, however, a failure by KDHE to give such notice shall not affect KDHE's right to receive payment for such expenses. Upon request by the Municipality, KDHE shall provide copies of statements evidencing the fees and expenses for which KDHE is requesting payment.

(b) Upon the occurrence of an Event of Default on the part of KDHE, and to the extent permitted by law and availability of appropriated funds by the Kansas Legislature, KDHE shall, on demand, pay to the Municipality the reasonable fees and expenses incurred by the in Municipality in the enforcement

of performance or observation of any other duties, covenants, obligations or agreements of KDHE contained herein. Prior to incurring any such expenses, the Municipality shall provide written notice to KDHE that it intends to incur such expenses; provided, however, a failure by the Municipality to give such notice shall not affect the Municipality's right to receive payment for such expenses. Upon request by KDHE, the Municipality shall provide copies of statements evidencing the fees and expenses for which the Municipality is requesting payment.

**Section 5.04. Application of Moneys.** Any moneys collected by KDHE pursuant to *Section 5.02* hereof shall be applied: (a) first, to pay interest on the Loan as the same becomes due and payable; (b) second, to pay principal due and payable on the Loan; (c) third, to pay expenses owed by the Municipality pursuant to *Section 5.03* hereof; and (d) fourth, to pay any other amounts due and payable hereunder as such amounts become due and payable.

**Section 5.05. No Remedy Exclusive; Waiver; Notice.** No remedy herein conferred upon or reserved to the Parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this *Article*, it shall not be necessary to give any notice, other than such notice as may be required in this *Article V*.

**Section 5.06. Retention of Rights.** Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

**Section 5.07. Financial and Management Review.** Upon failure of the Municipality to pay one or more installments of the Loan Repayments in a timely manner, or in the event that the Secretary deems it advisable or necessary, the Secretary, after consultation with the governing body of the Municipality, can require the Municipality to undergo a financial and management operations review or to comply with FIAC if permitted in accordance with *Section 2.07* hereof. The governing body shall correct any deficiencies noted during such review and adopt charges or surcharges as may be required by the Secretary during the term of this Loan Agreement.

## ARTICLE VI

### MISCELLANEOUS

**Section 6.01. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail, postage prepaid; or (c) via telefax, with confirmation in the manner set forth in *subsection (b)*, to the parties hereinafter set forth at the following addresses:

- (1) to KDHE:

Department of Health and Environment  
1000 SW Jackson - Suite 420  
Topeka, Kansas 66612  
Attention: Bureau of Water

- (2) with a copy to its General Counsel  
to the Authority:

Kansas Development Finance Authority  
534 S. Kansas Avenue, Suite 800  
700 S.W. Jackson  
Topeka, Kansas 66603  
Attention: President,

with a copy to its General Counsel

- (3) to the Municipality:

at the address set forth on *Exhibit H*.

All notices given by telefax as aforesaid shall be deemed given as of the date of evidence of receipt thereof by the recipient. All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so deposited in the United States Postal Service, if postage is prepaid. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

**Section 6.02. Binding Effect.** This Loan Agreement shall inure to the benefit of and shall be binding upon KDHE and the Municipality and their respective successors and assigns.

**Section 6.03. Severability.** In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

**Section 6.04. Amendments, Supplements and Modifications.** This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority.

**Section 6.05. Execution in Counterparts.** This Loan Agreement may be executed 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.

**Section 6.06. Governing Law and Regulations.** This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Loan Act and the Regulations which Regulations are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

**Section 6.07. Consents and Approvals.** Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Secretary.

**Section 6.08. Further Assurances.** The Municipality shall, at the request of KDHE, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be reasonably necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

**SIGNATURE AND SEAL**



IN WITNESS WHEREOF, KDHE and the Municipality have caused this Loan Agreement to be executed, sealed and delivered, effective as of the date above first written.



**THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT,**  
acting on behalf of THE STATE OF KANSAS

By: Janet Stanek  
Janet Stanek  
Secretary  
Kansas Department of Health and Environment

Date: 2-24-2023

**THE CITY OF HILLSBORO, KANSAS**

(Seal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)  
Title: Clerk



## ***EXHIBIT A***

### **DESCRIPTION OF THE PROJECT**

The water treatment plant improvements include recommissioning and updating the potassium permanganate feed systems, adding a chlorine dioxide feed system, pipe and valve modifications, additional of pipeline mixer and contact loops.

## ***EXHIBIT B***

### **DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE**

#### ***Dedicated Source of Revenue.***

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations as and when the same become due; provided, however, the pledge of the System Revenues contained herein (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

#### ***Loan Repayment Schedule.***

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in *Section 2.02* hereof.

#### ***Principal Forgiveness***

This loan will be awarded principal forgiveness because it addresses emerging contaminants and will receive special funding through the Infrastructure Investment and Jobs Act (P.L. 117-58). The amount of principal forgiveness is estimated on the repayment schedule found on B-2 and will be finalized when the loan agreement is amended to reflect the final costs of the project. Principal forgiveness in an amount equal to each approved disbursement request will be applied to the loan 30 days after the disbursement is made. The municipality will be responsible for paying interest and service fee costs semiannually for any accrual that is calculated during this period.

KANSAS PUBLIC WATER SUPPLY LOAN FUND

Preliminary Schedule for Construction Loan Agreement  
 Amortization of Loan Costs as of 2/20/2023

Prepared for:  
 City of Hillsboro, Project No. 3166

Project Principal:	1,100,000.00
Interest During Const.:	0.00
Service Fee During Const.:	0.00
Gross Loan Costs:	1,100,000.00
Principal Forgiveness:	1,100,000.00
Net Loan Costs:	0.00

Gross Interest Rate Allocation	thru 2/1/2029	after 2/1/2029
Service Fee Rate:	1.85%	0.35%
Net Loan Interest Rate:	0.35%	1.85%

Gross Interest Rate:	2.20%
First Payment Date:	8/1/2025
Number of Payments:	1

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Principal Forgiveness	Service Fee	Total Payment	Ending Balance
1	8/1/2025	1,100,000.00	320.83	0.00		1,695.83	2,016.66	1,100,000.00
	8/31/2025	1,100,000.00			1,100,000.00		0.00	0.00
Totals			320.83	0.00	1,100,000.00	1,695.83	2,016.66	

## ***EXHIBIT C***

### **CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT**

The standard conditions applicable to the Loan are:

- 1) Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:
  - a) Advertisement for bids will not be initiated without written authorization by KDHE.
  - b) Advertising for bids within 30 days of authorization to advertise.
  - c) Bid opening at least 30 days from advertisement for bids.
  - d) Notice of Award will not be issued without written authorization by KDHE.
  - e) Contract award within 60 days of bid opening.
  - f) Issuance of notice to proceed within 30 days of contract award.
  - g) Initiation of operation within 270 days of notice to proceed or no later than December 31, 2025.
  - h) Finalization of construction within 300 days of notice to proceed.
  - i) Project Performance Certification 365 days following Initiation of Operation.

KDHE must be promptly notified of any proposed changes to this schedule.

- 2) Prior to giving a notice to proceed, the Municipality must certify that all easements and rights-of-way necessary to allow construction of the Project have been obtained and comply with the Uniform Relocation Assistance and Real Property Acquisition Policies (40 CFR part 4) (*i.e.*, all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).
- 3) A final plan of operations shall be submitted by the Municipality for approval by KDHE at or prior to 50 percent construction completion. The plan of operation must include, but is not limited to, an overall Project completion schedule, annual operating cost projections for a minimum of five years, a description of the financial management system, and the projected revenues to operate and maintain the public water supply system. Revenue projections shall also include the Loan Repayments.
- 4) The final operations and maintenance manual must be submitted to KDHE at or prior to 90 percent construction completion. The operations and maintenance manual must include, but is not limited to, a description of the operation and managerial responsibility, detailed operation and controls, operators and personnel classification and requirements, operational testing, equipment maintenance schedule, operational records, and emergency operating and shut-down procedures.
- 5) The rates and ordinances enacting the System user charges and System use requirements shall be enacted prior to initiation of operation.
- 6) The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of this Loan Agreement or the construction contract.

- 7) The Municipality hereby assures that the engineering firm principally responsible for supervising construction and for providing engineering services during construction will continue its relationship with the Municipality for a period of up to one year after initiation of operation of the Project. During this period, the engineering firm shall direct the operation of the Project, train operating personnel and prepare curricula and training material for operating personnel. The following specific requirements apply:
  - a) The Municipality agrees the performance standards applicable to the Project are:
    - i) all construction deficiencies have been resolved.
    - ii) all testing requirements of the specifications have been performed and met.
  - b) The final plan of operation and operation and maintenance manual submitted in accordance with **Exhibit C**, Condition No. 3 and 4.
  - c) One year after completion of construction and initial operation of the Project, the Municipality shall certify to KDHE whether or not such Project meets the design specifications and requirements contained in subparagraph a. of this condition. Any statement of non-compliance must be accompanied by a corrective action report containing: an analysis of the cause of the Project's inability to meet performance standards; actions necessary to bring it into compliance, and a reasonably scheduled date for positive certification of the Project. Timely corrective action will be executed by the Municipality.
  - d) Municipality agrees to furnish KDHE with an annual report describing actions taken to date to achieve positive certification, planned future activities, the Project's status and potential for positive certifications.
- 8) In accordance with 2 CFR 200, which implements the single Audit Act, the Municipality hereby agrees to obtain a single audit from an independent auditor if it expends \$750,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish Single Audit Submissions is available on the Federal Audit Clearinghouse Web site: <https://harvester.census.gov/facweb/Default.aspx> . KDHE will identify Federal funds with each disbursement made, the CFDA number is 66.468 for Capitalization Grants for Drinking Water State Revolving Funds, the federal award is from EPA and the federal award ID is 97796201.
- 9) If this Project is for a segment of a total project for the System, KDHE does not assume any obligation, commitment, or responsibility for funding any other anticipated steps, phases, segments or stages or any other improvements to the System not constituting the Project. The Municipality agrees to complete the total System improvements of which this Project is a part in accordance with the schedule presented in **Exhibit C (I)**, regardless of whether KDHE funding is available for the remaining System improvements.
- 10) The Municipality shall obtain any required Corps of Engineers Section 404 and/or Section 10 permit prior to awarding the construction contract.
- 11) The Municipality shall follow applicable state procurement laws and regulations.
- 12) The Municipality hereby agrees to implement measures to mitigate all known adverse environmental

effects of this project. The following mitigative actions are required:

- a) proper grading, drainage and slope protection to eliminate erosion;
  - b) riparian habitat will be avoided, and disturbed areas will be reseeded with native plant species;
  - c) if any riparian trees are removed they will be replaced by pole plantings or saplings;
  - d) directional boring at all stream crossings, where practical, to minimize aquatic habitat impacts;
  - e) in the event that construction work uncovers buried archeological artifacts, the Kansas Historical Society should be contacted immediately; and
  - f) contacting KCC in the event of unexpected circumstances are encountered during construction such as the discovery of abandoned oil, gas, or exploratory holes.
- 13) The Municipality agrees and consents to KDHE's authority to monitor and enforce compliance with the mitigative measures identified in paragraph 12 above and the Loan Agreement conditions.
- 14) The Municipality further agrees that those members of the public who participate in the environmental review process shall have the right to appeal the decisions made within that process. Further, that all such appeals shall be conducted pursuant to the Kansas Administrative Procedures Act (K.S.A. 77-5501, *et seq.*) and the Act for Judicial Review (77-601, *et seq.*).
- 15) The Municipality agrees to comply with the Kansas Act Against Discrimination, K.S.A. 44-1001, *et seq.* and the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111, *et seq.* as provided by law and to include those provisions in every contract or purchase order relating to the Project so that they are binding upon such subcontractors or vendors.
- 16) In order to comply with KPWSLF wage rate requirements the Municipality shall,
- a) insert in full in any contract funded by this loan agreement in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, wage rate contract provisions, found in 29 CFR 5.5, as indicated by EPA and US Department of Labor, generally known as Davis Bacon requirements;
  - b) while the solicitation remains open, shall monitor <https://beta.sam.gov/> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The municipality shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Municipality may request a finding from KDHE that there is not reasonable time to notify interested contractors of the modification of the wage determination. KDHE will provide a report of its findings to the Municipality.
  - c) incorporate any modifications or supersedes DOL makes to the wage determination contained in the solicitation if the contract is not awarded within 90 days of bid opening. Unless KDHE, at the request of the Municipality, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Municipality shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

- d) review all subcontracts subject to Davis-Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- e) either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order, if the Department of Labor (DOL) issues a revised wage determination applicable to the contract after the award of a contract or the issuance of an ordering instrument due to a DOL determination that the municipality has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. The Municipality's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.
- f) provide written confirmation in a form satisfactory to KDHE indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls;
- g) interview a sufficient number of employees entitled to Davis Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 20 CFR 5.6 (a)(6), all interviews must be conducted in confidence. The Municipality must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of SF 1445 are available from EPA on request;
- h) establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. The municipality shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- i) periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The municipality shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis -Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the municipality must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The municipality must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the municipality shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- j) periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item (h) and (i) above.

- k) must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact Julie Milazzo at [Milazzo.Julie@epa.gov](mailto:Milazzo.Julie@epa.gov) or 206-553-2429 ; and to the appropriate DOL Wage and Hour District Office listed at [www.dol.gov/whd/america2.htm](http://www.dol.gov/whd/america2.htm).
- 17) The Municipality must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. Other civil rights laws may impose additional requirements on the Municipality. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.
- 18) Municipalities that receive over \$100,000 in KPWSLF funds shall comply with the Anti-Lobbying Act, Title 40 CFR Part 34, and file an Anti-Lobbying Certification form and the Disclosure of Lobbying Activities form to KDHE when required. Furthermore, the Municipality shall require that the language of this certification be included in the award of any contracts funded by this loan.
- 19) The Municipality certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and Subpart C of 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Municipality must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and Subpart B of 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient may search for exclusion records at [www.sam.gov](http://www.sam.gov).
- 20) The Municipality hereby agrees to the following Disadvantaged Business Enterprise (DBE) requirements:
- a) Adopt the MBE/WBE Fair Share Objective/Goals established between KDHE and EPA for construction of the project. These goals will be made part of the construction contract specifications.
  - b) Make the good faith efforts to contact DBE firms set out in 40 CFR Section 33.301 whenever procuring construction services for the project.
  - c) Comply with the administrative provisions found in 40 CFR Section 33.302
  - d) If the loan amount is greater than \$250,000, maintain a bidders list of contractors and subcontractors that have previously bid on KPWSLF projects as required by 40 CFR Section 33.501(b).
- 21) The Municipality agrees to submit to KDHE a completed EPA Form 5700-52A by April 15 and October 15 beginning the year the notice to proceed for construction has been issued thru the year construction has been completed.
- 22) The Municipality agrees to comply with Executive Order No. 11246 by including Section 202 of E.O. 11246 in all contracts funded in part with proceeds of this loan.
- 23) The Municipality is prohibited from procuring goods or services from persons who have been convicted of violations of the Clean Air Act or the Clean Water act.
- 24) If project construction activities reveal the presence of lead pipes or lead appurtenances that are being used in the distribution system or used in service line assemblies up to the premise plumbing of the



customer, the municipality will either replace the lead infrastructure or document the location of the lead infrastructure component and maintain such documentation for use in planning for a future removal project.

- 25) None of the funds made available by this loan agreement shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- 26) The municipality will ensure that a sign is placed at construction sites supported under this loan displaying the official Building A Better America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law.” The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
  - a) The municipality will ensure compliance with the guidelines and design specifications for using the official Building A Better America emblem and corresponding logomark available at: <https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-A-Better-America-Brand-Guide.pdf>
  - b) The municipality will ensure that signage displays the EPA logo along with the official Building A Better America emblem. The EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the municipality received financial assistance from EPA for the project.
  - c) The municipality will ensure compliance with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the municipality should send a request directly to OPA and include the KDHE project manager in the communication. Instructions for contacting OPA is available on at <https://www.epa.gov/aboutepa/using-epa-seal-and-logo>
- 27) All of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements” found in Public Law No. 117-58) unless (i) the Participant has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project. The Municipality understands that each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of loan in advance of the indicated maturity, and/or other remedial actions.
- 28) As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered

telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b) Telecommunications or video surveillance services provided by such entities or using such equipment.

c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## EXHIBIT D

### USE OF LOAN PROCEEDS

The loan proceeds will be utilized to pay the costs of:

<u>Project Description</u>	<u>Approximate Cost</u>
1. Construction: Improving water treatment plant and raw water pump station that will provide for operational flexibility, including the ability to remove harmful algae prior to oxidation processes, utilize alternative chemicals to use to free chlorine for oxidation of manganese.	\$752,000
2. Engineering: All actual costs of planning, design and construction engineering, construction inspection, final plan of operation, operation and maintenance manual, user charge and ordinance development, and project performance services.	\$206,800
3. Administration: All reasonable costs of legal and financial administrative support directly provided by the project, costs of interest during construction, emergency costs associated with the project activities during construction, and the costs associated with obtaining the necessary easements for the project.	\$141,200
	<b>Total</b>
	\$ 1,100,000

*EXHIBIT E*

**INSTRUCTIONS FOR REQUESTING DISBURSEMENTS**

1. All payment requests must be filed on the Outlay Report and Request for Disbursement Form and represent the actual completion level of the project at the date the request is prepared.
2. All cost entries must be based upon allowable work in place which is due and payable. This means that you may **not** request payment for:
  - a. Any work or services which have not been explicitly approved by the KDHE in the Loan Agreement or subsequent amendments.
  - b. Any work performed under a change order unless written approval of the change order has been given by the State.
  - c. Any ineligible project costs.
  - d. Any retainage which you are withholding from the construction contractor, engineer, etc.
  - e. Easements acquired through eminent domain are not eligible for funding.
  - f. Costs associated with the approval, preparation, issuance and sale of Bonds, and other costs incidental to normal operating overhead of a Municipality, whether performed by Municipal employees, the engineer, or the attorney.

It is essential that you understand the cost basis of the approved Loan amount. It is, therefore, necessary that you read the Loan Agreement (including all conditions) and its transmittal letter, any Loan amendments and Project correspondence, and that you maintain current and accurate files on all approved change orders. Failure to follow these procedures may result in your requesting and subsequently receiving overpayment of loan funds which later may, in turn, result in substantial inconvenience to you and the Municipality. This could include repayment or crediting to KDHE the interest earned on overpaid funds, and any penalties that can result from this action.

3. Submit an original signature of the form and one set of supporting documentation directly to:

Kansas Department of Health & Environment  
Bureau of Water – SRF Disbursements  
1000 SW Jackson Street - Suite 420  
Topeka, Kansas 66612

You should retain one copy for your records.

**EXHIBIT E - REQUEST FOR DISBURSEMENT FROM KDHE REVOLVING LOAN PROGRAMS**

<b>INDICATE WHICH LOAN PROGRAM THIS REQUEST IS FOR:</b> KANSAS WATER POLLUTION CONTROL REVOLVING FUND _____ KANSAS PUBLIC WATER SUPPLY LOAN FUND _____	<b>KDHE PROJECT NUMBER (REFER TO LOAN AGREEMENT)</b> KWPCRF PROJECT # C20 KPWSLF PROJECT #
--	--

<b>DISBURSEMENT REQUEST FOR THIS LOAN?</b>  YES _____ NO _____	<b>RECIPIENT INFORMATION</b> NAME :  ADDRESS or PO box (include City, State, Zip) :
<b>PAYMENT REQUEST NUMBER :</b>	

The undersigned hereby requests that the following amounts be disbursed for the following Project Costs as defined in the loan agreement:

Classification	Invoice amounts (invoices must be attached)	Invoiced from (list payee(s))	Description
a. Administrative expense (loan admin services, publication fees, attorney fees, etc.)			
b. Engineering services expense			
c. Land, easements (Not allowable under KWPCRF)			
d. Construction Contract Expense			
e. Equipment (by separate KDHE approved contract or procedure)			
f. Miscellaneous cost (not categorized above)			
g. Total Invoices Submitted (sum of lines a thru i)			
h. Deductions for other sources of funding used (from grants or cash on hand)			
i. Total Disbursement Requested from KDHE * (Line g minus line h)			

CERTIFICATION: I hereby state and certify that: (i) the amounts requested, are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due as stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) all representations made in the Agreement remain true as of the date of this request; and (iii) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.

<b>RECIPIENT NAME:</b>		
<b>Signature of Authorized Certifying Official</b>		
<b>Typed or Printed Name and Title</b>		
<b>Date Signed</b>	<b>Telephone (Area Code, number &amp; ext.)</b>	<b>Email</b>

**EXHIBIT F**

**FORM OF MUNICIPALITY ORDINANCE**

\*\*\*\*\*

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF HILLSBORO, KANSAS  
HELD ON \_\_\_\_\_ [ORDINANCE DATE]**

The Governing Body of the City met in \_\_\_\_\_ [regular/special] session at the usual meeting place in the City, at \_\_\_\_\_ [meeting time], the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\*\*\*\*\*

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF HILLSBORO, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.**

Thereupon, [Council member/Commissioner] \_\_\_\_\_ moved that said Ordinance be passed. The motion was seconded by [Council member/Commissioner] \_\_\_\_\_. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yes: \_\_\_\_\_.

No: \_\_\_\_\_.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. \_\_\_\_\_ and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance one time in the official newspaper of the City.

\*\*\*\*\*

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

(SEAL)

\_\_\_\_\_ Clerk

## EXHIBIT J

### FORM OF QUALIFIED USER CERTIFICATE

The undersigned is making the following representations and covenants on behalf of the City of Hillsboro (the “Municipality”) in connection with the loan of funds to it (the “Loan”) by the Kansas Department of Health and Environment (“KDHE”). The loan between KDHE and the Municipality (the “Loan Agreement”) is dated February 20, 2023. The Municipality understands that all or a portion of the proceeds of its Loan may be funded with proceeds of bonds issued by Kansas Development Finance Authority (“K DFA”) the interest on which is intended to be exempt from Federal income tax (“Tax-Exempt Bonds”). In the Loan Agreement the Borrower agreed that it would not use any portion of the proceeds of the Loan or the facilities financed with the proceeds of the Loan (the “Financed Facility”) in a manner that could cause interest on any of the Tax-Exempt Bonds to become subject to income tax. Each of the following representations and covenants is made for the purpose of satisfying this covenant contained in the Loan Agreement.

1. In addition to the terms defined above, the following capitalized terms have the meaning set out below:

**“Management or Operating Agreement”** means a legal agreement with a Non-Qualified User where the Non-Qualified User provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, a contract for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services) is not a Management or Operating Agreement.

**“Non-Qualified Use”** generally means any use of the Financed Facility in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Financed Facility by any other member of the general public. The rules set out in United States § 1.141-3 determine whether Bond Proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

**“Non-Qualified User”** means any person or entity other than a Qualified User.

**“Opinion of Bond Counsel”** means the written opinion of a firm of nationally recognized Bond Counsel acceptable to K DFA to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

**“Qualified User”** means the City, a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

2. The Municipality is the owner of the Financed Facility. As long as any portion of the Loan is unpaid the Municipality will never permit any of the Financed Facility to be used in any Non-Qualified Use without first notifying K DFA and KDHE in writing and obtaining an Opinion of Bond Counsel.



**SIGN  
HERE**



3. None of the proceeds of the Loan will be loaned directly or indirectly to any Non-Qualified User.

4. All costs previously paid by the Borrower that are to be reimbursed from the proceeds of the Loan either (1) were paid by the Borrower not more than 3 years prior to the date reimbursement is requested or (2) were for costs incurred in connection with the planning or design of the project paid prior to the date construction commenced. Loan proceeds will not be available to reimburse outstanding tax-exempt obligations of a political subdivision, except in certain limited circumstances. Should you wish to discuss applicable restrictions, please contact the KDHE Program Administrator.

5. No operating costs or expenses of the Municipality are being paid from the proceeds of the Loan.

6. The Municipality will not enter into any Management or Operating Agreement of the Financed Facility or lease any portion of the Financed Facility to any Non-Qualified User without first (1) notifying K DFA and KDHE in writing and (2) obtaining an Opinion of Bond Counsel.

7. Upon the written request of KDHE or K DFA the Municipality will provide written confirmation of compliance with each of the forgoing certifications and covenants in a form acceptable to KDHE and K DFA.

**THE CITY OF HILLSBORO**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

# **CONTRACT FOR ENGINEERING SERVICES**

*for*

## **WATER TREATMENT PLANT IMPROVEMENTS**

This **Contract** is made and executed in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF HILLSBORO, KANSAS**, hereinafter called **OWNER**, party of the first part; and **EVANS, BIERLY, HUTCHISON & ASSOCIATES, P.A.**, Consulting Engineers, Pratt, Kansas, hereinafter called **ENGINEER**, party of the second part.

As used hereinafter, **PROJECT** shall consist of the following water treatment plant improvements:

- Pre-filter chlorine contact pipe loop with chlorine analyzer.
- Potassium permanganate feed systems at water treatment plant and raw water station.
- Series flow piping and static mixer between clarifier 1 and 2.
- Chlorine dioxide feed system including chemical storage room.
- SCADA system integration of new components.

**Witnesseth:** That in consideration of the mutual covenants contained herein, **OWNER** hereby agrees to employ **ENGINEER** to perform the Engineering Services hereinafter outlined, and to make payment for these services as set forth below:

### **SECTION 1 – ENGINEERING SERVICES**

#### 1.1 Design

- 1.1.1 Prepare necessary working Drawings and Specifications.
- 1.1.2 Review Preliminary Plans with **OWNER**.
- 1.1.3 Submit the Plans and Specifications to the required state agencies for review and approval.
- 1.1.4 Assist **OWNER** in advertising the **PROJECT** to contractors. Provide bid documents to interested contractors at cost. Attend the bid letting, assist, and advise **OWNER** in opening bids and in awarding a construction contract.

#### 1.2 Survey

- 1.2.1 **ENGINEER** shall conduct field design surveys for the **PROJECT**.

#### 1.3 Construction Engineering, Observation, and Staking

- 1.3.1 Conduct pre-construction conference with **OWNER** and contractor.
- 1.3.2 Check all equipment/shop drawings and other submittals by the construction contractor.
- 1.3.3 Prepare any change orders for approval by **OWNER**.
- 1.3.4 Review the contractor's monthly payment requests and forward payment requests to **OWNER**.
- 1.3.5 Provide contract document interpretations.
- 1.3.6 Attend final site review of the completed **PROJECT** with the **OWNER**.

- 1.3.7 Prepare “As-Constructed Drawings” and provide two sets of prints to **OWNER**.
- 1.3.8 **ENGINEER** will provide a competent Resident Project Representative who will observe the work while construction is in progress. The **ENGINEER** will make on-site observations during and at the completion of the **PROJECT**. Such construction observation does not guarantee the work of the contractor nor provide any control over the contractor’s work methods. The presence or absence of a construction observer does not relieve the contractor of sole responsibility for safety at the work site.
- 1.3.9 **PROJECT PERFORMANCE STANDARDS**: The **ENGINEER** shall continue its relationship with the **OWNER** for a period of up to one year after initiation of operation of the **PROJECT**. During this period the **ENGINEER** shall consult with the **OWNER** on the operation of the **PROJECT**, assist in the training and preparation of curricula and training material of operating personnel and prepare a corrective action and certification report, if required.
- 1.3.10 **ENGINEER** shall perform construction staking for the **PROJECT**.
- 1.4 Kansas Public Water Supply Loan Fund (KPWSLF) Administration
  - 1.4.1 The **ENGINEER** shall assist the **OWNER** in administering the KPWSLF funding, preparing monthly KPWSLF funding disbursement requests, conducting KDHE required Davis Bacon Wage interviews, and reviewing KDHE required American Iron and Steel and/or Build America, Buy America provision certifications.
  - 1.4.2 Prepare Final Plan of Operation in accordance with the KPWSLF Requirements.
- 1.5 O&M Manual
  - 1.5.1 Prepare O&M Manual specific to the project improvements in accordance with KDHE and industry standards.
- 1.6 Tracer Study
  - 1.6.1 Coordinate tracer study with owner’s personnel and owner’s water plant consultant sufficient to determine baffle factor of chlorine contact pipe loop.
- 1.7 Changes in Service
  - 1.7.1 **OWNER** may request changes in the scope of services of **ENGINEER**. Such changes, including any increase or decrease in the amount of the **ENGINEER’S** compensation, which are mutually agreed upon by and between **OWNER** and **ENGINEER**, shall be incorporated in written amendments to this Contract.

**SECTION 2 – OWNER’S RESPONSIBILITIES**

- 2.1 **OWNER** shall provide full information to **ENGINEER** concerning the **PROJECT**, including all available plans, maps, drawings, plats, proposed construction plans, other reports and correspondence, and the **OWNER’S** recommendations and requirements. **OWNER** shall provide labor and equipment necessary to assist in locating existing lines and facilities owned by **OWNER**.
- 2.2 **OWNER** shall examine and review the plans and specifications and inform **ENGINEER** regarding any decision thereto.

2.3 Permit and publishing fees shall be paid by **OWNER**.

2.4 **OWNER** shall pay **ENGINEER** at monthly intervals for Engineering Services under this Contract based on the percentage of work completed according to the following fee schedule and Labor Rate Table included as **ATTACHMENT 2**:

A.	For Services under Paragraph 1.1 (Design)	Lump Sum	\$ 81,200
B.	For Services under Paragraph 1.2 (Survey)	Lump Sum	\$ 5,100
C.	For Services under Paragraph 1.3 (Cons. Engineering, Observation, and Staking)	Per Hour & Expense Basis	Not to Exceed: \$ 93,300
D.	For services under Paragraph 1.4 (KPWSLF Administration)	Lump Sum	\$ 12,500
E.	For services under Paragraph 1.5 (O&M Manual)	Lump Sum	\$ 5,000
G.	For Services under Paragraph 1.6 (Tracer Study)	Lump Sum	\$ 6,000
H.	For Services under Paragraph 1.7 (Changes in Service)	As set forth in the agreement for Changes in Services.	

### **SECTION 3 – MUTUAL CONSIDERATIONS**

- 3.1 This **Contract**, and all contracts entered into under the provisions of this **Contract**, shall be binding upon the parties hereto and their successors and assigns.
- 3.2 The **Standard Terms and Conditions (Attachment 1)** attached hereto are incorporated in and form a part of this Contract.
- 3.3 The **Labor Rate Table (Attachment 2)** attached hereto are incorporated in and form a part of this Contract.
- 3.4 **ENGINEER** hereby agrees to comply with the attached **KDHE SRF Contract Provisions for Consultant Contracts (Attachment 3)**.

In Witness Whereof, the parties hereto have caused this **Contract** to be executed on the date written above.

**ENGINEER**

**EVANS, BIERLY, HUTCHISON  
& ASSOCIATES, P.A.**  
*Consulting Engineers  
Pratt, Kansas*

By: Michael A Younger

Michael A. Younger, P.E.

Vice-President

**OWNER**

**CITY OF HILLSBORO, KANSAS**

By: \_\_\_\_\_

Mayor

Attest: \_\_\_\_\_

City Clerk

# ATTACHMENT 1

## STANDARD TERMS AND CONDITIONS *EVANS, BIERLY, HUTCHISON & ASSOCIATES, P.A.*

### **SECTION 1: Scope of Work**

Evans, Bierly, Hutchison & Associates, P.A. (hereinafter referred to as **EBH**) shall perform the services defined in the contract for the stated fee arrangement. **Client** may request incidental or additional services not specified in the contract which change the Scope of Work and **EBH** will provide these additional services at the contract fee schedule rate; provided, that if such additional services are beyond the scope of the contract, the fee arrangement will be negotiated at the time such services are requested.

### **SECTION 2: Access to Site**

Unless otherwise stated, **EBH** will have access to the site for activities necessary for the performance of the services. **EBH** will take reasonable precautions to minimize damages due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

### **SECTION 3: Dispute Resolution**

Claims or disputes between **Client** and **EBH** arising during design, construction, or post-construction shall be submitted to non-binding mediation. **Client** and **EBH** agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

### **SECTION 4: Billings and Payments**

Invoices for **EBH**'s services shall be submitted, at **EBH**'s option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. Payment shall not be contingent upon actions or participation of any party other than **Client**. In the event of a disputed or contested invoice, only the portion so contested shall be withheld from payment.

Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on past due amounts starting 60 days after the date of the invoice. Payments will first be credited to interest and then to principal. No interest will accrue on any reasonably contested portion of an invoice until mutually resolved. If **Client** fails to make payment in full within 60 days after the date of an undisputed invoice, **EBH** may, without waiving any claim or right against **Client** and without liability whatsoever to **Client**, terminate the performance of services. In the event any portion of an account remains unpaid 90 days after billing, **Client** shall pay all costs of collection, including reasonable attorney's fees.

### **SECTION 5: Ownership of Documents**

All reports, plans, specifications, calculations, estimates, documents, and other work products, including all work products on electronic media, prepared by **EBH** as instruments of service shall remain the property of **EBH**. **Client** agrees to hold harmless, indemnify, and defend **EBH** against all damages, claims, and losses arising out of the reuse of or changes made to plans and specifications without the written authorization of **EBH**. All documents produced by **EBH** are copyrighted by Evans-Bierly-Hutchison & Associates, P.A. Documents may not be photocopied, traced, distributed or reproduced in any form or by any means, or stored in a database or retrieval system, without the expressed written permission of Evans-Bierly-Hutchison & Associates, P.A.

### **SECTION 6: Standard of Care**

Services provided by **EBH** under the contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. No other warranty, express or implied, is made or intended by the contract for services.

### **SECTION 7: Construction Methods and Job Site Safety**

**EBH** will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, nor for safety precautions and programs in connection with the work.

### **SECTION 8: Certifications, Guarantees, and Warranties**

**EBH** shall not be required to execute any document that would result in **EBH**'s having to certify, guarantee, or warrant the existence of conditions whose existence **EBH** cannot ascertain.

### **SECTION 9: Termination of Services**

Either **Client** or **EBH** may terminate the contract at any time with or without cause upon giving the other party 7 days prior written notice. In the event of termination, **Client** shall pay **EBH** for all services rendered and all reimbursable expenses up to the date of termination, plus reasonable termination expenses.

### **SECTION 10: Limitation of Liability**

In recognition of the relative risks, rewards, and benefits of the project to both **Client** and **EBH**, the risks have been allocated such that **Client** agrees, to the fullest extent permitted by law, to limit **EBH**'s liability to **Client** and to all construction contractors and subcontractors on the project for any and all claims, losses, expenses, or damages arising out of the contract from any cause or causes, so that the total aggregate liability of **EBH** to all those named shall not exceed \$50,000 or **EBH**'s total fee for services rendered on the project, whichever is greater. Such causes include, but are not limited to **EBH**'s professional negligent acts, errors, omissions, strict liability, breach of contract or warranty.

## ATTACHMENT 2

<b>Labor Rates:</b>			
Principal	\$135.00/hour	Project Supervisor	\$100.00/hour
Project Manager	\$130.00/hour	Project Supervisor – Pilot	\$500.00/hour
Design Engineer	\$85.00/hour	Surveyor I	\$50.00/hour
Technician I	\$70.00/hour	Surveyor II	\$75.00/hour
Technician II	\$80.00/hour	Surveyor III	\$84.00/hour
Technician III	\$90.00/hour	Surveyor – GPS 1-man crew	\$160.00/hour
Secretary	\$50.00/hour	Surveyor – GPS 2-man crew	\$170.00/hour
<b>Expenses:</b>			
Mileage	Government rate + \$ 0.02/mile		
Meals	\$ 40.00/diem		
	\$ 10.00 – Breakfast		
	\$ 14.00 – Lunch		
	\$ 16.00 – Dinner		
Lodging	Cost + 10%		
Direct Expenses	Cost + 10%		
<p>Survey crew rates include vehicle, electronic surveying equipment, and associated equipment. The hourly rate is from <b>portal to portal</b>. Special monumentation required would be charged out at our cost, supported by copies of materials invoices.</p>			

# **KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS**



STATE OF KANSAS  
ACT AGAINST DISCRIMINATION  
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO.

MUNICIPALITY City of Hillsboro, Kansas

KPWSLF NO. 3166

CONTRACTOR'S

SIGNATURE *Michael A. Zygar*

TITLE VICE-PRESIDENT

DATE 2/17/23



3166  
 \_\_\_\_\_  
 KDHE PROJECT #

## CERTIFICATION REGARDING LOBBYING

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

MICHAEL A. YOUNGER, VICE-PRESIDENT  
 Typed Name & Title of Authorized Representative

Michael A Younger 2/17/23  
 Signature and Date of Authorized Representative

### Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### **Contract Provisions for the Kansas Act Against Discrimination**

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

### **Contract Provisions for Restrictions on Lobbying**

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

### **Contract Provisions for the Trafficking Victims Protection Act of 2000**

The Contractor, its employees, sub-contractors, and sub-contractors employees under any KPWSLF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

### **Contract Provisions for Suspension and Debarment**

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

### **Contract Provisions for Non Discrimination**

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

### **Contract Provisions for Non Segregated Facilities**

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.



March 10, 2023

Hon. Mayor Lou Thurston  
City of Hillsboro  
118 E. Grand Ave.  
PO Box 125  
Hillsboro, KS 67063

RE: Chlorine Dioxide Equipment Proposal - UPDATED

Dear Honorable Mayor and City Council,

D&F Services, LLC is pleased to offer the following proposal to supply equipment to demonstrate D&F's chlorine dioxide generation technology to your Water Plant application. We think you will find D&F's level of service, flexibility, and commitment unmatched by any other company.

## **Proposal**

### **Responsibilities of D&F Services, LLC**

#### **Manual Equipment**

To produce sufficient chlorine dioxide at the dosage rates needed, the following equipment will be used for a 2-chemical generation system. A manually controlled, **GENESYS generator Model 30-2M**, capable of producing up to 30 lb. /day chlorine dioxide is used. This two-chemical chlorine dioxide generator combines 25% sodium chlorite with chlorine gas to generate chlorine dioxide with 95% or higher efficiency. The system uses manual flow valves and flow indicators to supply chlorine dioxide to two application points. D&F Services, LLC will provide equipment submittals, start-up support and training. This system will be used to control iron and manganese as well as any hydrogen sulfide bacteria concerns.

The plant operates at 600 gpm flow rate operating 24 hours per day. Typically, the chlorine dioxide is split fed between the raw water and pre filter basin. The intention is to continue to split the chlorine dioxide feed to two locations using the one existing tap and installing a second tap. Plumbing from the generator to these two feed points will be provided by the city as directed by D&F Services, LLC. Flowmeters will be used to monitor the chlorine dioxide feed to each of these two locations.

The plant will need to provide a water source to the generator with a minimum of 5 GPM flow and 60 psi pressure. A water booster pump will be required. The system will include a control box for the automatic water flush and alarms to plant's SCADA (if desired). The unit will be wall mounted and will not require a stand. The chlorite feed will be through a wand with check valve, foot valve and filter included. A dedicated chlorine vacuum

regulator (plant provided) and gas cylinder will be used to educt chlorine gas to the generator.

A chlorine dioxide and chlorite testing unit will be required to monitor daily chlorine dioxide and daily chlorite. Both of these measurements can be made on the same instrument. Pricing will include the test equipment and supply of reagents needed to run the daily tests.

### Services

D&F Services, LLC will provide periodic on-site technical services for the installation, start-up, and optimization of the application. Services consist of application expertise and assistance to improve the program performance. Not only is the chlorine dioxide application reviewed, but also the treatment process, as performance may vary depending upon the water quality conditions, seasonality and treatment chemicals being used. A site visit has been performed and installation recommendations have been made to the plant.

Generation efficiency tests and chemical feed charts will be provided during the service visit. D&F Services, LLC will also provide chlorine dioxide safety training for the Water Plant staff, if requested, and provide emergency technical or mechanical response within 24-48 hours of notification.

### Price

#### Manual Equipment

Equipment: **\$58,750.00 purchase price** for GENESYS Model 30-2M generation equipment with a control box, booster pump, pressure regulator, flow switch, discharge flowmeters, injection quills, chemical drum containment, 16 each 55-gallon drums of 25% Sodium Chlorite solution, and chlorine dioxide and chlorite daily test equipment and reagents.

### Timing

D&F Services, LLC can deliver the chemical, equipment & services typically within 4-6 weeks (if not sooner) after receipt of purchase order to proceed.

D&F Services, LLC is committed to providing the highest standard of chemical quality and technical services in the industry. If the above proposal does not meet your application requirement, we would appreciate the opportunity to discuss alternatives with you.

Thank you again for this opportunity to allow D&F to assist you in evaluating your chlorine dioxide needs and if you have any questions or need additional information, please contact me at 913-991-8883 or Ben Fox at 913-991-8881.

All equipment is subject to terms and conditions of manufacturer's warranty. Conditions of offer and terms remain valid until April 30, 2023, and are subject to reconfirmation after that date.

The attached terms and conditions are considered part of this proposal and are binding. D&F Services, LLC as the equipment supplier agrees to comply with the attached KDHE SRF Contract Provisions for Equipment Purchases.

Very truly yours,

Sherri Downing  
General Manager  
D &F Services, LLC  
[sdowning@dfserv.com](mailto:sdowning@dfserv.com)  
913-991-8883 cell

D & F Services, LLC will process your order when we receive acceptance of this proposal by signing below and returning this document with a purchase order to 5815 W. 148<sup>th</sup> Place Overland Park, KS 66223, by email at [sdowning@dfserv.com](mailto:sdowning@dfserv.com).

Accepted by:

This \_\_\_ day of \_\_\_\_\_ 2023

By: \_\_\_\_\_

Title: \_\_\_\_\_



**D&F Services (“D&F”)  
WARRANTY**

D&F Services covenants to the Customer/Purchaser that the chlorine dioxide generator and/or equipment purchased, leased or loaned to Customer / Purchaser is free from defects in material and workmanship, under normal use and service, for a period of twelve (12) months (the “Warranty Period”), such period to commence on the date of installation, provided, however, that in no event shall the Warranty Period extend longer than fifteen (15) months from the date of shipment of the generator and/or equipment to Customer/Purchaser. Customer/Purchaser shall promptly provide written notice and explanation of circumstances concerning any claim that the generator and/or equipment has proven defective in material or workmanship. Any part of the generator or any other equipment supplied by or installed by D&F that is proven unfit for use owing to faulty workmanship or material during the Warranty Period, may at the sole and absolute discretion of D&F, either be adjusted, replaced or repaired. This warranty shall not cover, nor shall D&F be responsible for, any defects or damages originating from ordinary wear and tear, for Customer’s failure to install and maintain the equipment per operating manual / installation manual instructions, or from the use of chemicals or replacement parts by Customer/Purchaser other than those supplied by D&F or otherwise recommended, specified and approved in writing by D&F, or any pump, PLC controller, power supply component or pH / ORP probe requiring replacement for any reason if such failure and replacement occurs outside the associated original equipment manufacturer’s standard Warranty Period or otherwise ninety days after the equipment installation and start-up date. Customer/Purchaser’s sole and exclusive remedy in the event of a defect is expressly limited to the correction of the defect by adjustment, repair or replacement. This warranty does not cover damage to any equipment or machinery resulting from any cause outside the control of D&F such as negligent or improper operation by Customer/Purchaser or its agents, third party shipper’s damage, faulty ancillary systems (including, but not limited to electrical, plumbing and water), acts of God or war or operation of equipment or machinery outside operating manual recommended parameters.

No representation or other affirmation of fact, including, but not limited to statements regarding capacity, suitability for use, or performance of the equipment, shall be or be deemed to be a warranty by D&F for any purpose, nor give rise to any liability or obligation of D&F whatsoever.

Service Agreement Warranty: In the event that D&F provides periodic service or maintenance of the chlorine dioxide generator and/or equipment, pursuant to a written Service Agreement or otherwise, Customer/Purchaser agrees that D&F’s liability in the connection with the performance of said services including, but not limited to any alleged negligence of D&F, shall not exceed the amount paid by Customer/Purchaser for service and maintenance attributable to that particular unit of equipment as directly invoiced by D&F for the three (3) months immediately preceding the occurrence giving rise to any claim by Customer/Purchaser. In no event will D&F be liable for any incidental or consequential damages, including without limitation, loss of use, loss of data, loss of profit, loss of money, damage to the equipment or any affiliated components, or liability to third parties, however caused.

UNLESS OTHERWISE EXPRESSLY STATED HEREIN OR IN A WRITTEN AGREEMENT BETWEEN D&F AND CUSTOMER/PURCHASER SIGNED BY D&F’S GENERAL MANAGER, THE WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY OR GUARANTEE MADE BY D&F AND D&F DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS, SUITABILITY, COMPATIBILITY OR PERFORMANCE.

UNDER NO CIRCUMSTANCES, WHETHER DUE TO A BREACH OF ANY WARRANTY OR GUARANTEE HEREUNDER, OR ANY OTHER CAUSE, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE EQUIPMENT OR D&F’S OBLIGATIONS UNDER ANY AGREEMENT WITH CUSTOMER, SHALL D&F BE LIABLE (1) FOR CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF PRODUCTION, PLANT DOWN-TIME, OR LIABILITIES TO CUSTOMERS OR OTHER THIRD PARTIES, OR (2) FOR LOSS OR DAMAGE ARISING OUT OF THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE PURCHASER, ITS EMPLOYEES AND AGENTS, OR ANY THIRD PARTY, OR (3) FOR ANY SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE.

Customer Acknowledgement: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

1. Unless otherwise indicated in this Agreement, title, liability for and risk of loss to Product sold hereunder (the "Product") passes to Buyer upon loading for shipment at Seller's producing location.

2. Seller warrants only to Buyer that the Product delivered hereunder meets Seller's standard specifications for the Product as in effect on the date of shipment or such other specifications as may have been expressly agreed to herein. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 HEREOF, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT. Buyer, having the expertise and knowledge in the intended use of the Product and any articles made there from, assumes all risk and liability for results obtained by the use of the Product, whether used alone or in combination with other materials.

3. Failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Product so delivered or not delivered, as the case may be. No Product shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller. No claim shall be allowed for Product that has been processed in any manner. Claims include claims of any kind, whether or not, including without limitation those (a) for loss, damage, expense or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.

4. BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THAT AMOUNT.

5. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS). WHETHER OR NOT CAUSED BY OR RESULTING FROM THE BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Seller warrants that the use or sale of the Product delivered hereunder will not infringe the claims of any validly issued United States patent covering the Product itself, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the compliance by Seller with any specifications provided to Seller by Buyer.

7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the Party affected, including, but not limited to Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability. Quantities so affected may be eliminated from this Agreement without liability, but this Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Agreement.

8. It is understood and agreed between Buyer and Seller that if this Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefore as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.

9. If for any reason, including without limitation Force Majeure, Seller is unable to supply the total demand for Products specified herein, Seller may distribute its available supply among any or all purchasers as well as business units, including affiliates and subsidiaries, of Seller on such basis as Seller may deem fair and practical without liability for any failure of performance that may result there from. Seller shall have no obligation to purchase Product to enable Seller to supply Buyer under this Agreement.

10. At Buyer's request, Seller may, at its option, furnish such technical information as Seller has available with respect to the use of the Products covered by this Agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.

11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning such the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle process or sell such Products and advise such parties to familiarize themselves with such information.

12. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.

13. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller, without advance notice and at Seller's sole option, may decline to make further deliveries, except upon payment of all arrearages and receipt of cash in advance or delivery of security satisfactory to Seller.

14. This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller.

15. Failure by either Party, to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right arising under this Agreement, including the right to require subsequent performance or contest any subsequent breach.

16. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, notwithstanding this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Buyer shall promptly agree upon a substitute for any such term or provision.

17. This Agreement is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of the State of Kansas, U.S.A., without regard to choice of law or conflicts principles of Kansas or any other jurisdiction, and the courts of Kansas shall have exclusive jurisdiction over any disputes or issues arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the performance thereof or any aspect of any dispute arising there from.

18. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Agreement by Buyer, Buyer shall be deemed to have accepted the terms and conditions.

# **KDHE SRF CONTRACT PROVISIONS FOR EQUIPMENT PURCHASES**

*KDHE SRF Forms and Certifications  
(Must be submitted with Bids)*

STATE OF KANSAS  
DEPARTMENT OF TRANSPORTATION  
CONTRACTOR'S BIDDING AND CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall accept the provisions of the Executive Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all applications and notices for employees, the contractor shall include the phrase "Equal Opportunity Employer" and shall not discriminate against any person on the basis of race, religion, color, sex, disability, or national origin;
- (3) If the contractor fails to comply with the provisions in which the contractor agrees to the Commission in accordance with the provisions of the Act, the contractor shall be liable for the amount of the award, including any interest and costs, as determined by the Commission;
- (4) If the contractor fails to comply with the provisions in which the contractor agrees to the Commission, the contractor shall be liable for the amount of the award, including any interest and costs, as determined by the Commission.

**KDHE SRF Forms and Certifications  
(Must be submitted with Bids)**

PROJECT OR FUND NAME AND

MUNICIPALITY (City or County) IS

SEARCHED John G. Downing

BY John G. Downing

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

DATE \_\_\_\_\_

STATE OF KANSAS  
ACT AGAINST DISCRIMINATION  
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO.

MUNICIPALITY City of Hillsboro, KS

CONTRACTOR'S

SIGNATURE Shirley Deuninger

TITLE General Manager

KPWSLF NO. 3166

DATE 03/10/23

SHIRLEY DEUNINGER, GENERAL MANAGER  
Typed Name & Title of Authorized Representative

Shirley Deuninger, Hillsboro, KS  
Signature and City of Contractor's Representative



3166

KDHE PROJECT #

## **CERTIFICATION REGARDING LOBBYING**

### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SHERRI L. DOWNING GENERAL MANAGER  
Typed Name & Title of Authorized Representative

*Sherri Downing* 03/10/23  
Signature and Date of Authorized Representative

### Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, religion, sex, or national origin. The contractor will take affirmative action to ensure the equality of employment, and that employees are treated equally irrespective of their race, creed, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, promotion, decrease, or lay-off; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and facilities for training, including apprenticeship. The contractor agrees to post in conspicuous places accessible to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, sex, or national origin.
3. The contractor will post in each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting with the labor union or workers' representative, of the contractor's commitments under Section 703 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places accessible to employees and applicants for employment.
4. The contractor will post in conspicuous places in Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor, or permit them to be posted in such places, for the purpose of investigation to ascertain compliance with such rules, regulations, and orders.
5. In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the rules, regulations, or orders, this contract may be cancelled, work suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures outlined in Executive Order No. 11246 of Sept. 24, 1965; and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by administrative action of the Secretary of Labor, or as otherwise provided by law.
6. The contractor will include the provisions of paragraphs (1) through (5) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 703 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including remedial actions, provided, however, that in the event the contractor becomes involved in, or is connected with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States Attorney for such litigation to petition the interests of the United States, 1965, 30 Fed. Reg. 4596-7, 31 U.S.C. 1372 of Oct. 13, 1967, 52 FR 13703, 5 CFR, 1965-1970 Comp., p. 434-37 (Code of Fed. Reg. 401.104-4, 5 CFR, 1973 Comp., p. 230).

## KDHE SRF Equipment Provisions



### Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### **Contract Provisions for the Kansas Act Against Discrimination**

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

### **Contract Provisions for Restrictions on Lobbying**

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

### **Contract Provisions for the Trafficking Victims Protection Act of 2000**

The Contractor, its employees, sub-contractors, and sub-contractors employees under any KPWSLF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

### **Contract Provisions for Suspension and Debarment**

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532,

entitled "Responsibilities of Participants Regarding Transactions." The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

### **Contract Provisions for Non Discrimination**

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

### **Contract Provisions for Non Segregated Facilities**

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.



5815 W. 148<sup>th</sup> Place  
Overland Park, KS 66223  
913-991-8883  
[sdowning@dfserv.com](mailto:sdowning@dfserv.com)  
[www.dfserv.com](http://www.dfserv.com)

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March 10, 2023

D&F Services, LLC  
5815 W. 148<sup>th</sup> Street  
Overland Park, KS 66223

Subject: Build America, Buy America Act Certification for Project (Hillsboro WTP Improvements 2023 KPWSLF No. 3166)

I, Sherri Downing, certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the Build America, Buy America Act (BABAA) requirement as mandated in the Infrastructure Investment and Jobs Act (IIJA) Pub. L. No. 117-58, §§ 70901-52.

Item, Products and/or Materials:

1. GENESYS chlorine dioxide generator Model 30-2M
2. Pig Single Drum Containment
3. 25% Sodium Chlorite Solution

Such process took place at the following location:

1. Equipment manufactured in La Cygne, KS.
2. Containment manufactured in Tipton, PA.
3. Chemical manufactured in Wichita, KS.

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

Sincerely,

D&F Services, LLC

Sherri L. Downing  
General Manager



# Staff Report

**To:** Honorable Mayor and City Council  
**From:** Matt Stiles, City Administrator  
**Date:** 03/21/2023  
**Re:** Dog Confinement Language

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**Background:** A citizen brought the issue of dog confinement up after having issues with dogs while walking in town. Dogs can be aggressive and bark at a passerby and in some cases, the dog may not be obviously confined. The invisible or electronic fence or collar can be used to control dogs but might not be readily apparent to pedestrians. Those situations can cause a public safety issue if the dog comes at pedestrians even if dog is technically confined. Our current ordinance doesn't address confinement using electronic means or provide much direction for confinement in general. According to our current ordinance states the following:

*2-208. Dog shall be confined. It shall be unlawful for the owner of a dog to permit said animal to leave the owner's premises within the city, except that the dog be controlled by a leash or other physical confinement.*

The City Attorney developed a draft ordinance to expand on the current code language to provide more direction for the use of electronic fences or collars. The proposed electronic fence or collar regulations would require those using the method to have a setback of 10 feet from sidewalks and from neighboring property lines and not in front yards. Users of electronic fences or collars would need to post that electronic control is in use.

In addition to language the ordinance requires leashes no longer than 10 feet in length when out with a owner. Voice control of the animal is also not considered confinement outside of the owners property. The proposed language also addresses animals being transported in the open bed of a truck.

The ordinance is based on similar regulations in other communities.

**Financial Impact:** NA

**Recommendation:** A few issues would need to be considered before moving forward with the proposed ordinance. First, if there are existing electronic fences or collars, then would those be allowed to continue. Moving a buried line for electronic fence and retraining animals is an expense. Second, the 10-foot setback requirement from adjoining property lines may be difficult to enforce in adjoining back yards. Traditional fencing regulations allow for the fence to be placed on the property line. Third, the 10 foot leash requirement may present an issue for some owners as longer retractable leashes are common place.



*(Ordinance Summary published in The Hillsboro Star-Journal on \_\_\_\_\_, 2023 and the full text of the Ordinance made available at <https://cityofhillsboro.net> for a minimum of one (1) week from the date of publication)*

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF HILLSBORO, KANSAS AMENDING CHAPTER 2, ARTICLE 2, SECTION 2-208 OF THE CODE OF THE CITY OF HILLSBORO, KANSAS.

WHEREAS, the governing body of the City of Hillsboro, Kansas (the "City") has previously adopted Chapter 2, Article 2, Section 2-208 of the Code of the City of Hillsboro, Kansas (the "Code"), which contains provisions regarding confinement of dogs; and

WHEREAS, the City finds it necessary to amend Chapter 2, Article 2, Section 2-208 of the Code.

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

Section 1. Chapter 2, Article 2, Section 2-208 shall be amended and replaced and shall read as follows:

**2-208. Dogs shall be confined.**

All dogs must be confined to the residential property of the owner, keeper or harbinger of said dog; provided, dogs may be taken off the residential property of the owner, keeper or harbinger when:

(a) on a leash, no longer than 10 feet in length and the leash and animal are under the control of a responsible person. Whether a person is responsible shall be determined by giving due consideration to the size and temperament of the animal; provided, all dogs determined to be vicious and registered as vicious animals under the provisions of this chapter shall be muzzled when off the residential property of the owner, keeper or harbinger and shall be under the control of an adult; or

(b) the dog is confined in a cage or within the enclosed interior of a motor vehicle; provided, it is a violation of this Section for a dog to be transported in the open bed of a truck unless restrained in a cage or on a leash that will prevent the animal from jumping or falling off the vehicle.

For the purposes of this Section "confined to the residential property of the owner, keeper or harbinger" shall mean, but not be limited to mean, confined either inside the residential structure of the owner, keeper or harbinger, or if outside the residential structure of the owner, keeper or harbinger, the dog shall be physically restrained on a chain or leash or within a suitable fence or

other proper method of physical restraint from which it cannot escape or endanger public safety outside the suitable method of confinement; provided:

(a) If the dog is in the physical presence of its owner, keeper, or harborer and on its owner's, keeper's or harborer's property and under the demonstrated direct and immediate voice control of its owner, keeper or harborer, it shall be considered confined to the residential property of its owner, keeper or harborer. It shall not be considered confined to the residential property of the owner, keeper or harborer, if the dog is off the property of the owner, keeper or harborer, whether it is under the demonstrated direct and immediate voice control of its owner, keeper or harborer or not.

(b) Dogs may be confined to the premises of the residential property of their owner, keeper or harborer by an electronic fence or an electronic collar. An electronic fence or electronic collar is defined as a fence or a collar that controls the movement of a dog by emitting an electrical shock when the animal wearing the collar nears the boundary of the owner's, keeper's or harborer's property. The collar may be controlled manually by a person or automatically in a predetermined manner. Dogs confined to residential property of the owner, keeper, or harborer, by an electronic fence or an electronic collar, shall not be permitted to be nearer than 10 feet away from any public sidewalk or property line that is contiguous to neighboring property. In addition, dogs are prohibited from being confined by an electronic fence or an electronic collar in the front yards of an owner's, keeper's or harborer's property. No dog having been found a dangerous animal by the animal control division shall be confined by an electronic fence or an electronic collar. All owners, keepers or harborers of dogs who use an electronic fence shall clearly post their property to indicate to the public that a dog is confined to the property by an electronic fence or electronic collar. Electronic collars may not be used to control a dog when it is off its owner's, keeper's or harborer's property.

Section 2. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City, approval by the Mayor and either (a) publication once in the official newspaper of the City, or (b) publication of a summary hereof certified as legally accurate and sufficient by the City Attorney.

*[Remainder of Page Intentionally Left Blank]*



PASSED, ADOPTED AND APPROVED by the Governing Body of the City of Hillsboro, Kansas this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF HILLSBORO, KANSAS

[seal]

---

Lou Thurston, Mayor

ATTEST:

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Danielle Bartel, City Clerk

*(Ordinance Summary published in The Hillsboro Star-Journal on \_\_\_\_\_, 2023 and the full text of the Ordinance made available at <https://cityofhillsboro.net> for a minimum of one (1) week from the date of publication)*

**Ordinance No. \_\_\_\_ Summary**

On \_\_\_\_\_, 2023, the City of Hillsboro, Kansas adopted Ordinance No. \_\_\_\_\_, adopting Chapter 2, Article 2, Section 2-208 of the Code of the City of Hillsboro, Kansas regarding confinement of dogs. A complete copy of this ordinance may be obtained or viewed free of charge at the Office of the City Clerk at City Hall, 118 E. Grand, Hillsboro, Kansas 67063 or at [www.cityofhillsboro.net](http://www.cityofhillsboro.net). This summary is certified legally accurate and sufficient by the Hillsboro City Attorney pursuant to K.S.A. 12-3001 *et seq.*

SUMMARY CERTIFIED:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

# Staff Report

**To:** Honorable Mayor and City Council

**From:** Matt Stiles, City Administrator

**Date:** 3/21/2023

**Re:** Support for HEAL Grant 126 N Main

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**Background:** The building at 126 N Main, known as the Olde Towne Building, was purchased earlier this year. The building's owner, Eric Driggers, has hired Ranson Financial to write a HEAL grant (Historic Economic Asset Lifeline) through Kansas Department of Commerce. The grant is for up to \$75,000 for the repair and renovation of a historic building in a downtown area. The building has been added to the Kansas Historic Resources Inventory. The data sheet for the Historic Resources Inventory is attached.

Driggers is requesting the full \$75,000 to assist with the renovation of the main floor. Funds will be used to rehab and seal the floors and other main floor renovations. The long-range plan is to have the main floor be a rentable event space(s), the upper floor be apartments or short-term housing, and the base will be used by a nonprofit church group. We have discussed other grant and incentive programs that exist for downtown and historic spaces.

Part of the grant requires that the city sponsor the application. Sponsoring the application does not commit the city to any action aside from the sponsorship. A formal action to support the application must be recorded in the city's minutes.

**Financial Impact:** There is no financial impact to the city. If awarded funds and agreements go directly to the building owner.

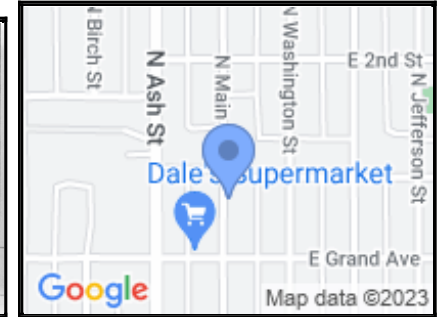
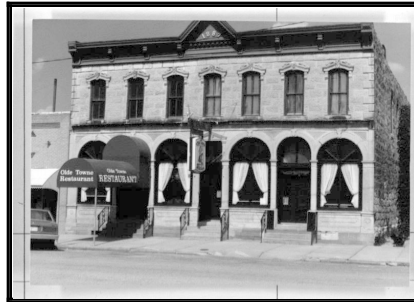
**Recommendation:** Staff recommends the city council officially sponsor the application to the HEAL grant program for rehabilitation of the property at 126 N Main.

# Kansas Historic Resources Inventory

Printed: 02/28/2023



**115-2480-00003**  
**Commercial Building**  
**126 N MAIN ST**  
**Hillsboro**



## LOCATION:

**County:** Marion

**Address:** 126 N MAIN ST

**Address Remarks:** previous survey lists as 124 126 N MAIN

**City:** Hillsboro

**Zip:** 67063

**Parcel ID:**

**Legal Description:**

**Legal Description Remarks:** LOTS 12-13 BLK 2 ORIG.; Parcel ID: 057-138-34-0-30-08-004-00-0-01

**Latitude, Longitude 1:** 38.35429 -97.20457

**Latitude, Longitude 2:**

**Latitude, Longitude 3:**

**Latitude, Longitude 4:**

**Datum:** WGS84

## DESCRIPTION:

**Historic Name:** Commercial Building

**Alternate Name:** Old Towne Building

**Historic Function:** Commerce/Trade

**Subcategory:**

**Historic Function Remarks:**

**Present Function:** Vacant/Not in Use

**Subcategory:**

**Present Function Remarks:** Storefronts appear to be vacant

**Residential/Commercial/Religious Style:** Vernacular

**Secondary Style:** Queen Anne

**Barn Type:**

**Bridge Type:**

**Landscape Type:**

**Physical Description/Remarks:**

**Plan Form:** Rectangle

**Commercial Building Type:** Two-Part Commercial Block

**Roof Form:** Flat with Parapet

**Stories:** 2

**Condition:** Good

**Principal Material:** Stone

**Condition Remarks:**

**Architect/Designer/Builder:** Unknown

**Year of Construction:** 1887

**Certainty:** Documented

**Date Notes:** date present on cornice

**General Remarks:** Canopy/awning spanning front facade added since original survey.

**Ancillary Structures:** None

**Ancillary Structure Remarks:**

#### REGISTER STATUS:

**Listed in State Register:** No

**Date of State Listing:**

**Listed in National Register:** No

**Date of National Listing:**

**Historic District:**

**Demolished:**

**Date Demolished (if applicable):**

**Potentially Eligible for National Register:** Not Assessed

**Register Status Remarks:**

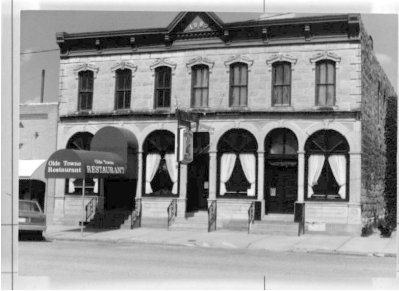
**Thematic Nomination (MPDF):**

**National Historic Landmark:**

#### SURVEY INFORMATION:

There is no survey information for this record.

#### IMAGES & DOCUMENTS



126 N Main, Hillsboro. 1989  
(Original image in color, additional images available on file).



126 N Main, Hillsboro. 06/03/2010.



Commercial Building. 126 N Main Street. West Elevation. Looking SE.  
Photo by William E. Fischer, Jr.,  
11/11/2011



126 N Main, brochure,  
submitted 1989.



126 N Main, newspaper  
clipping, submitted 1989.

# Staff Report

**To:** Honorable Mayor and City Council

**From:** Matt Stiles, City Administrator

**Date:** 03/21/2023

**Re:** Policy 99 Golf Course Memberships

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**Background:** Following up on Councilman McCarty's request at the previous meeting, staff have developed a proposed municipal policy related to golf course memberships. The proposed policy officially recognizes some of the existing arrangements with golf memberships inherited from the Golf Association transition. The city would honor all those arrangements from the Golf Association for 2023. Future arrangements would be left up to the Superintendent and City Administrator.

The proposed discount of 50% would apply to all city employees and firefighters. The deadline for membership payment is March 15 before a late fee is assessed. Since it is past that date, the sign up for employees would be extended to June 1. Any employee that signed up before the policy was put in place would receive a rebate. There is currently one such member. The discount as written would only apply to membership and not cart fees, trail fees, or other fees that the course might charge.

**Financial Impact:** The overall impact depends on the number of users and categories of membership. The benefit does not cost the city anything aside from foregoing the collection of 50% of the annual membership fee. As it stands, the policy would impact one employee. There are two classes of membership, Family at \$495 annually and Single at \$375 annually. The discount would be \$247.50 for a Family or \$187.50 for a Single. The attached fee schedule also shows the other fees the course charges. All other fees would not be discounted.

**Recommendation:** The proposed benefit is relatively inexpensive for the city. The city foregoes 50% of the annual membership fee which is minimal. In the case of new members it adds to the membership total and 50% of the revenue comes back to the course. In all likelihood, a member will likely incur other fees that would not be discounted. It also adds the benefits package the city can provide to employees, albeit in a minimal way.

CITY OF HILLSBORO  
MUNICIPAL POLICY STATEMENT

Policy No. 99

Subject: Hillsboro Municipal Golf Course Memberships

Effective Date:

In January 2023, the City of Hillsboro assumed daily management of the Hillsboro Municipal Golf Course from the Hillsboro Golf Association (HGA). As part of that transition, the city has assumed management of the membership. The HGA has standing agreements to allow for free or discounted annual memberships for certain individuals. Those individuals include the employees serving the golf course, a volunteer that provides ball clean-up services at the driving range and a lifetime membership for the retired golf course superintendent. In recognition of those pre-existing arrangements, the city will honor those arrangements for 2023. All future arrangements will be at the discretion of the Golf Superintendent and City Administrator.

To encourage membership and employee wellness, the city will provide any regular full-time and part-time employee of the city or volunteer on the Hillsboro Fire Department a 50% reduction in annual membership fee at the golf course. The reduction shall apply only to the membership fee chosen by the employee. Discounts do not apply to cart storage fees, trail fees, handicap fees, cart rental or daily greens fees for guests.

To receive the discounted rate, employees must submit payment by the annual due date. For 2023, the revised due date for city employees shall be June 1, 2023. For all future years, the date shall be the same as other golf course members. Any employee or firefighter that paid for membership in 2023 before the adoption of this policy shall be refunded 50% of the membership fee.

The governing body of the City of Hillsboro agreed by motion at the January 17, 2023, regular meeting to approve this policy statement.

Approved: \_\_\_\_\_

Lou Thurston, Mayor

\_\_\_\_\_

Date



## 2023 Annual Pass and Fee Options

<b>Family Annual Pass</b> Includes Spouse, and IRS Dependents in household	<b>\$495.00</b> or \$136.00/month*
<b>Single Annual Pass</b>	<b>\$375.00</b> or \$96.00/month*
<b>Student Annual Pass (Ages 6-24)</b>	<b>\$220.00</b> or \$60.00/month*
<b>Cart Storage</b>	<b>\$195.00</b> or \$54.00/month*
<b>Trail Fee</b> Trail Fee applies only to carts not stored at the course. Cart owners may pay a fee of \$5.00 per round instead of the annual fee.	<b>\$95.00</b> or \$26.00/month*
<b>GHIN Handicap Scoring</b> Men's, Women's, and Junior 18-Hole Handicap through USGA	<b>\$30.00</b>

\*The city can provide a payment plan divided into four payments to be paid in full by May. Payment plans will include a 10% charge for payments and requires a payment agreement with the city.

All fees are due by March 15, 2023. Annual passes are good from January 1 – December 31. Fees not paid by the due date will require golfers to pay daily greens fees to play.

## 2023 Annual Greens Annual Pass and Fee Registration

<input type="checkbox"/>	Family Annual Pass	\$495.00	<input type="checkbox"/>	Single Annual Pass	\$375.00
<input type="checkbox"/>	Student Annual Pass	\$220.00	<input type="checkbox"/>	Cart Storage	\$195.00
<input type="checkbox"/>	Trail Fee	\$95.00	<input type="checkbox"/>	GHIN Handicap Scoring	\$30.00

**TOTAL \$** \_\_\_\_\_

Golfer's Name(s), Address, Phone & Email:

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All payments are due to the **City of Hillsboro, 118 E Grand Avenue**. Payments can be made by submitting this form with cash, check or credit card at City Hall. Payments can also be made online at <https://hillsboroks.recdesk.com>



**City Administrator's Report**  
**March 21, 2023**

**Sump Pump Amnesty Program:** We are finishing a draft of the sump pump amnesty program for council to review at the April 4<sup>th</sup> meeting. The Water/Sewer Department has met with Tom Richards and Dick Carr about potentially doing repair work to correct connections. They have estimated it would cost approximately \$400 per connection, potentially more depending on the situation. Richards and Carr were also willing to do the work should we select them. Working with a conservative estimate that up to 10% of the homes in the system could be illegally connected, an approximate cost could be around \$40,000.

**Sales Tax:** Sales tax revenue for 2023 is off to a great start. Collections for February were \$99,840.03 and increase of 36% from February 2022. Overall, collections are 15% above the same period for 2022. From a historical perspective 2022 was the best year on record for sales tax, totaling \$1,028,095.88 in 2022.

**KPP Bill:** Attached is the KPP Bill for February service, a total of \$132,281.26. The electric surcharge from KPP will likely continue to be charged through the middle of 2023. Despite the surcharge, overall rates from KPP are down thanks to expiring energy purchase contracts. The rate change approved by Council took effect for the March bills.

**Health Insurance Savings Report:** Attached is the February insurance savings report from FCMI. The city's health insurance plan has saved \$50,827.85 of the 8 months of the plan compared to a fully-insured equivalent plan. The current claims reserve balance is \$119,247.74. The plan year renews on July 1st, and we have already begun looking at changes needed for plan design. We have had some feedback from employees regarding the benefit for x-rays and imaging. We are considering changing the plan structure to enhance that benefit for employees.

**Equipment Lease-Purchase:** We are currently shopping the proposed lease purchase agreement for the equipment that we approved purchasing at the first March meeting. We have received confirmation from Central National Bank and Marion State Bank that they intend to submit bids. We have also sent the proposed agreement to Emprise and Vintage Bank.

**New AP/Payroll Clerk:** We are please to announce that we have hired Krista Richert to join our team as the AP/Payroll Clerk. Krista has lots of experience working with accounts payable and financials as well as in office management. Krista will start the last week of March. With that position filled we are down to two open positions, one in streets and one in water/sewer.

CITY OF HILLSBORO  
SUMMARY OF SALES TAX RECEIVED  
2022 AND 2023

Date Rec	Collected In	UT Pool	ST Pool	UT City	ST City	UT County	ST County	Total	YTD Bal
1/18/2022	December	\$ 6,645.05	\$ 21,192.84	\$ 6,645.05	\$ 21,192.84	\$ 5,831.66	\$ 14,045.39	\$ 75,552.83	\$ 75,552.83
2/22/2022	January	\$ 4,004.17	\$ 21,805.18	\$ 4,004.18	\$ 21,805.18	\$ 5,476.64	\$ 16,088.48	\$ 73,183.83	\$ 148,736.66
3/30/2022	February	\$ 4,297.67	\$ 21,717.05	\$ 4,297.68	\$ 21,717.05	\$ 5,449.98	\$ 14,560.95	\$ 72,040.38	\$ 220,777.04
4/29/2022	March	\$ 4,802.68	\$ 21,901.36	\$ 4,802.68	\$ 21,901.36	\$ 4,151.12	\$ 13,180.56	\$ 70,739.76	\$ 291,516.80
5/25/2022	April	\$ 5,384.11	\$ 42,865.43	\$ 5,384.12	\$ 42,865.44	\$ 4,876.19	\$ 22,025.62	\$ 123,400.91	\$ 414,917.71
6/22/2022	May	\$ 5,143.84	\$ 26,674.70	\$ 5,143.85	\$ 26,674.70	\$ 5,030.81	\$ 16,788.49	\$ 85,456.39	\$ 500,374.10
7/22/2022	June	\$ 3,126.18	\$ 25,428.52	\$ 3,126.18	\$ 25,428.52	\$ 4,407.78	\$ 16,595.43	\$ 78,112.60	\$ 578,486.70
8/29/2022	July	\$ 3,824.08	\$ 29,607.00	\$ 3,824.08	\$ 29,607.00	\$ 4,784.04	\$ 18,751.56	\$ 90,397.76	\$ 668,884.46
9/29/2022	August	\$ 5,543.57	\$ 32,706.30	\$ 5,543.57	\$ 32,706.30	\$ 7,727.51	\$ 21,184.92	\$ 105,412.17	\$ 774,296.63
10/26/2022	September	\$ 1,484.06	\$ 25,703.31	\$ 1,484.06	\$ 25,703.32	\$ 2,285.86	\$ 15,820.11	\$ 72,480.72	\$ 846,777.35
11/23/2022	October	\$ 3,567.58	\$ 29,960.64	\$ 3,567.59	\$ 29,960.65	\$ 5,155.94	\$ 19,793.09	\$ 92,005.49	\$ 938,782.84
12/30/2022	November	\$ 3,796.12	\$ 28,896.03	\$ 3,796.12	\$ 28,896.03	\$ 4,939.29	\$ 18,989.45	\$ 89,313.04	\$ 1,028,095.88
	Total Received	\$ 51,619.11	\$ 328,458.36	\$ 51,619.16	\$ 328,458.39	\$ 60,116.82	\$ 207,824.05	\$ 1,028,095.88	

Date Rec	Collected In	UT Pool	ST Pool	UT City	ST City	UT County	ST County	Total	YTD Bal
1/31/2023	December	\$ 4,359.08	\$ 20,404.92	\$ 4,359.08	\$ 20,404.93	\$ 6,381.08	\$ 15,584.79	\$ 71,493.88	\$ 71,493.88
2/23/2023	January	\$ 4,443.55	\$ 28,343.72	\$ 4,443.55	\$ 28,343.72	\$ 13,932.82	\$ 20,332.67	\$ 99,840.03	\$ 171,333.91
	February								\$ 171,333.91
	March								\$ 171,333.91
	April								\$ 171,333.91
	May								\$ 171,333.91
	June								\$ 171,333.91
	July								\$ 171,333.91
	August								\$ 171,333.91
	September								\$ 171,333.91
	October								\$ 171,333.91
	November								\$ 171,333.91
	Total Received	\$ 8,802.63	\$ 48,748.64	\$ 8,802.63	\$ 48,748.65	\$ 20,313.90	\$ 35,917.46	\$ 171,333.91	



PLEASE NOTE NEW  
 REMITTANCE ADDRESS  
 PLEASE REMIT TO:  
**KANSAS POWER POOL**  
**DEPT 3423**  
**P.O. BOX 123423**  
**DALLAS, TX 75312-3423**

**City of Hillsboro**

Attn: City Clerk  
 P.O. Box 125  
 Hillsboro, KS 67063

Service Month: Feb-23  
 Account # 380

**Billing Date: 3/13/2023**  
**Due Date: 3/23/2023**

Peak kW	Date	Hour Ending
3,527	2/16/2023	12:00

kW/kWh	Rate	\$ Amount	Ave Cost per kWh
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**Demand Charges**

<b>Transmission</b>	3,527	kW	\$8.41	\$29,662.07	\$0.01699
<b>Administrative</b>	3,527	kW	\$1.65	\$5,819.55	\$0.00333
<b>RICE Upgrade</b>	3,527	kW	\$0.21	\$740.67	\$0.00042
Delivered Capacity	3,527	kW			
Capacity Adjustment	0	kW			
<b>Capacity Demand</b>	3,527	kW	\$5.12	\$18,058.24	\$0.01034

**Energy Charges**

Metered Energy	1,683,100	kWh			
Losses	62,915	kWh			
Generation	0	kWh			
Unsch Generation	0	kWh			
Energy Adjustment	0	kWh			
<b>Energy</b>	1,746,015	kWh	\$0.03168	\$55,313.76	\$0.03168

<b>Energy Cost Adjustment</b>	1,746,015	kWh	\$0.00153000	\$2,671.40	\$0.00153
<b>FEB 2021 Storm Surcharge</b>	1,746,015	kWh	\$0.01000000	\$17,460.15	\$0.01000

TOTAL DEMAND AND ENERGY CHARGE				<b>\$129,725.84</b>	<b>\$0.07430</b>
Past Due / (Credit)				\$0.00	
Correction for Prior Month Billing				\$0.00	
Distribution Facility Charge				\$634.38	
AMI Project Repay				\$1,921.04	
System average cost of energy in \$/kWh				\$0.03321000	
<b>TOTAL BILLING THIS PERIOD</b>				<b>\$132,281.26</b>	

**City of Hillsboro**  
**911280**  
**Monthly Claims Analysis for FreedomChoice**  
**February, 2023**

Employee Tier	# of Employees	Illustrative Rates	Total Illustrative Rates	Umbrella Policy Rates	Total Umbrella Policy Rates	TPA Admin Fee	Monthly Medical Claims Paid	Monthly Rx Claims Paid	Risk Management Fee	Gross Savings of Freedom Choice	Net Savings of Freedom Choice
Single	10	\$ 641.78	\$ 6,417.80	\$ 362.54	\$ 3,625.40	\$ 520.00					
Employee/Spouse	6	\$ 1,283.55	\$ 7,701.30	\$ 700.37	\$ 4,202.22	\$ 312.00					
Employee/Child	2	\$ 1,123.11	\$ 2,246.22	\$ 664.04	\$ 1,328.08	\$ 104.00					
Family	4	\$ 1,604.44	\$ 6,417.76	\$ 1,001.86	\$ 4,007.44	\$ 208.00					
	22		\$ 22,783.08		\$ 13,163.14	\$ 1,144.00	\$ 1,344.92	\$ 621.54	\$ 650.95	\$ 6,509.48	\$ 5,858.53



**FreedomChoice**

Group Health Plan

Freedom Claims Management, Inc

P.O. Box 1365

Great Bend, KS 67530

620-792-9151 - Telephone

620-792-3389 - Fax

Plan Year

**City of Hillsboro  
911280  
Monthly Claims Analysis for Freedom Choice  
July 1, 2022 through June 30, 2023**

	# of Employees	Total Illustrative Rates	Total Umbrella Policy Rates	TPA Admin Fee	Monthly Medical Claims Paid	Monthly Rx Claims Paid	Risk Management Fee*	Gross Savings of Freedom Choice	Net Savings of Freedom Choice
July-22	24	\$ 25,029.30	\$ 14,491.22	\$ 1,248.00	\$ 865.54	\$ 1,053.62	\$ 737.09	\$ 7,370.92	\$ 6,633.83
August-22	25	\$ 25,671.08	\$ 14,853.76	\$ 1,300.00	\$ 1,088.72	\$ 2,050.55	\$ 637.81	\$ 6,378.05	\$ 5,740.25
September-22	26	\$ 26,312.86	\$ 15,216.30	\$ 1,352.00	\$ 1,423.44	\$ 2,973.27	\$ 534.79	\$ 5,347.85	\$ 4,813.07
October-22	26	\$ 26,312.86	\$ 15,216.30	\$ 1,352.00	\$ 2,716.39	\$ 1,420.80	\$ 560.74	\$ 5,607.37	\$ 5,046.63
November-22	25	\$ 25,671.08	\$ 14,853.76	\$ 1,300.00	\$ 657.09	\$ 806.27	\$ 805.40	\$ 8,053.96	\$ 7,248.56
December-22	24	\$ 25,029.30	\$ 14,491.22	\$ 1,248.00	\$ 379.46	\$ 579.37	\$ 833.13	\$ 8,331.25	\$ 7,498.12
January-23	23	\$ 23,906.19	\$ 13,827.18	\$ 1,196.00	\$ -	\$ 6.50	\$ 887.65	\$ 8,876.51	\$ 7,988.86
February-23	22	\$ 22,783.08	\$ 13,163.14	\$ 1,144.00	\$ 1,344.92	\$ 621.54	\$ 650.95	\$ 6,509.48	\$ 5,858.53
March-23	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
April-23	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May-23	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June-23	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 200,715.75	\$ 116,112.88	\$ 10,140.00	\$ 8,475.56	\$ 9,511.92	\$ 5,647.54	\$ 56,475.39	\$ 50,827.85



**FreedomChoice**

Group Health Plan

Freedom Claims Management, Inc

P.O. Box 1365

Great Bend, KS 67530

620-792-9151 - Telephone

620-792-3389 - Fax

\*Negative amounts in this column are not billed as such. Negative amounts will be billed as \$0 Risk Management Fee.