

CITY OF HILLSBORO
CITY COUNCIL MEETING

Agenda – Regular Meeting - Tuesday, April 4, 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 \$93,887.47
 - 2. Minutes for the 03-21-2023 Meeting
 - 3. Reapproval of Park Shelters Roof Replacement \$17,883
- C. Public Comment
- D. Annual Department Head Presentation Dale Dalke, Streets
- E. Business Items
 - 1. Consideration of Ordinance 1367 allowing for the keeping of chickens
 - 2. Consideration of Resolution 2023-05 establishing the sump pump amnesty program
 - 3. Lease-Purchase Agreement with Central National Bank for the purchase of equipment
 - 4. Approval of the Hillsboro Ford Invoices Totaling \$1,822.30
- F. Discussion
 - 1. Ordinance 1366 defining dog confinement on property
- G. City Administrator's Report
- H. Public Comments
- I. Council Comments
- J. Adjournment

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
4 CENTRAL NATIONAL BANK										
		34076	3/30/2023	3613	AG360 INSURANCE	12,967.00				
		34077	3/30/2023	3404	CARDMEMBER SERVICE	4,960.40				
		34078	3/30/2023	1299	CENTRAL NATIONAL BANK - P CASH	100.00				
		34079	3/30/2023	3257	COMPLIANCE ONE	73.15				
		34080	3/30/2023	1172	DPC ENTERPRISES	2,075.03				
		34081	3/30/2023	3340	SHIRLEY FLAMING	15.00				
		34082	3/30/2023	3516	KANSAS HOME SOLUTIONS LLC	4,300.00				
		34083	3/30/2023	3614	MOXIE AUTO GLASS	70.00				
		34084	3/30/2023	2768	PROFESSIONAL TURF PRODUCTS, LP	43,806.84				
		34085	3/30/2023	3073	RAMADA TOPEKA DOWNTOWN HOTEL	1,491.58				
*		3444								
		3445	3/30/2023	3611	BIG IRON AUCTIONS	825.00			ACH	
		3446	3/30/2023	1524	CDW GOVERNMENT, INC.	681.12			ACH	
		3447	3/30/2023	1714	HARCROS CHEMICALS, INC.	11,898.00			ACH	
		3448	3/30/2023	1085	LEAGUE OF KS MUNICIPALITIES	100.00			ACH	
		3449	3/30/2023	2483	MUNICIPAL EMERGENCY SERVICES	8,783.42			ACH	
		3450	3/30/2023	3410	MATT STILES	200.07			ACH	
		3451	3/30/2023	2378	WEIS FIRE/SAFETY EQUIP, LLC	1,020.00			ACH	
*		6100864								
		6100865	3/30/2023	2547	ATMOS ENERGY	110.86			E-PAY	
		6100866	3/30/2023	1663	K S DEPT OF AGRICULTURE	220.00			E-PAY	
		6100867	3/30/2023	1663	K S DEPT OF AGRICULTURE	190.00			E-PAY	

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

BANK TOTALS:					
	OUTSTANDING		93,887.47		
	CLEARED		.00		

	BANK 4 TOTAL		93,887.47		
	VOIDED		.00		
FUND		TOTAL	OUTSTANDING	CLEARED	VOIDED
101	GENERAL	13,942.19	13,942.19	.00	.00
218	FAMILY AQUATIC CENTER	43,806.84	43,806.84	.00	.00
301	FIRE EQUIPMENT REPL FUND	7,446.00	7,446.00	.00	.00
618	WATER	19,651.60	19,651.60	.00	.00
619	ELECTRIC	2,481.59	2,481.59	.00	.00
620	REFUSE	2,481.60	2,481.60	.00	.00
621	SEWER	4,077.65	4,077.65	.00	.00

CHECKS, E-PAYMENTS & ACH -- \$93,887.47 (03/30/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
032723	1	3/30/23	3/27/23	CENTRAL NATIONAL BANK 3613 AG360 INSURANCE LINEBACKER INSURANCE POLICY	393.00	101	101-110-5220 LEGISLATIVE INS PREMIUMS	1
	2			LAW ENF INSURANCE POLICY	227.00	101	101-210-5220 POLICE INSURANCE PREMIUMS	1
	3			APR INS PREMIUM	2,469.40	101	101-110-5220 LEGISLATIVE INS PREMIUMS	1
	4			APR INS PREMIUM	2,469.40	618	618-812-5220 WATER PROD INSURANCE PREMI	1
	5			APR INS PREMIUM	2,469.40	619	619-830-5220 ELEC DISTB INSURANCE PREMI	1
	6			APR INS PREMIUM	2,469.40	620	620-850-5220 REFUSE DISTB INS PREMIUM	1
	7			APR INS PREMIUM	2,469.40	621	621-870-5220 SEWER DISTB INS PREMIUMS	1
				INVOICE TOTAL	12,967.00			
			VENDOR TOTAL	12,967.00				
030223	1	3/30/23	3/02/23	2547 ATMOS ENERGY UTILITIES	110.86	101	101-320-5280 POOL UTILITIES E-PAYMNT 6100865 3/30/23	1
				INVOICE TOTAL	110.86			
				VENDOR TOTAL	110.86			
I1322502	1	3/30/23	3/28/23	3611 BIG IRON AUCTIONS SOFFCUT 150 SAW '13 HUSQVARNA	825.00	101	101-410-5301 STREET COMMODITIES	1
				INVOICE TOTAL	825.00			
				VENDOR TOTAL	825.00			
0302231	1	3/30/23	3/02/23	3404 CARDMEMBER SERVICE DASHLANE, GOTOMYPC, FEES	198.40	101	101-120-5301 ADMIN COMMODITIES	1
	2			CONCRETE FORMS-SIDEWALK & CURBS	1,842.50	101	101-410-5301 STREET COMMODITIES	1
	3			LODGING FOR CONFERENCE	447.56	101	101-340-5301 SPORTS COMPLEX COMMODITIES	1
				INVOICE TOTAL	2,488.46			
0302232	1	3/30/23	3/02/23	KATHY'S FLORAL SIGN & STAND	269.71	101	101-110-5301 LEGISLATIVE COMMODITIES	1
	2			CONFERENCE, KIDS EASTER, FEES	92.55	101	101-120-5301 ADMIN COMMODITIES	1
	3			DROP BOX, GOLF BALLS, PRO GEAR	591.52	101	101-330-5301 GOLF COMMODITIES	1
				INVOICE TOTAL	953.78			
0302233	1	3/30/23	3/02/23	TRAINING & SUPPLIES	745.84	101	101-210-5301 POLICE COMMODITIES	1

CHECKS, E-PAYMENTS & ACH -- \$93,887.47 (03/30/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	2			PANTS	203.79	101	101-210-5240	1
	3			LATE FEE	29.00	101	POLICE PRISONER CARE 101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	978.63			
0302234	1	3/30/23	3/02/23	USPS SHIPPING, PLASTIC TAGS	105.63	618	618-810-5301	1
	2			USPS SHIPPING, KEYBOARD	224.69	618	WTR DIST COMMODITIES 618-812-5301	1
	3			DIE TEST, SHIPPING	162.72	621	WATER PROD COMMODITIES 621-870-5301	1
	4			FEES	46.49	101	SEWER DIST COMMODITIES 101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	539.53			
				VENDOR TOTAL	4,960.40			
				1524 CDW GOVERNMENT, INC.				
HF84977	1	3/30/23	3/07/23	CAREN MONITORS X2	681.12	101	101-120-5301	1
				INVOICE TOTAL	681.12		ADMIN COMMODITIES	
				VENDOR TOTAL	681.12			
				1299 CENTRAL NATIONAL BANK - P CASH				
033023	1	3/30/23	3/30/23	ADDITIONAL PETTY CASH	50.00	101	101-330-5301	1
				INVOICE TOTAL	50.00		GOLF COMMODITIES	
0330231	1	3/30/23	3/30/23	MUSEUM EXHIBIT PETTY CASH	50.00	101	101-350-5301	1
				INVOICE TOTAL	50.00		MUSEUM COMMODITIES	
				VENDOR TOTAL	100.00			
				3257 COMPLIANCE ONE				
033023	1	3/30/23	3/30/23	EAP JAN 2023	12.19	101	101-210-5301	1
	2			EAP JAN 2023	12.19	618	POLICE COMMODITIES 618-812-5301	1
	3			EAP JAN 2023	12.19	619	WATER PROD COMMODITIES 619-830-5301	1
	4			EAP JAN 2023	12.19	101	ELEC DIST COMMODITIES 101-410-5301	1
	5			EAP JAN 2023	12.19	621	STREET COMMODITIES 621-870-5301	1
	6			EAP JAN 2023	12.20	620	SEWER DIST COMMODITIES 620-850-5301	1
				INVOICE TOTAL	73.15		REFUSE DISTB COMMODITIES	
				VENDOR TOTAL	73.15			

1172 DPC ENTERPRISES

CHECKS, E-PAYMENTS & ACH -- \$93,887.47 (03/30/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
282000084-23	1	3/30/23	3/03/23	1172 DPC ENTERPRISES CHLORINE	2,075.03	618	618-812-5308 WATER PROD CHEMICALS	1
				INVOICE TOTAL	2,075.03			
				VENDOR TOTAL	2,075.03			
033023	1	3/30/23	3/30/23	3340 SHIRLEY FLAMING 3 BADGES ON SHIRTS	15.00	101	101-210-5301 POLICE COMMODITIES	1
				INVOICE TOTAL	15.00			
				VENDOR TOTAL	15.00			
090088951	1	3/30/23	3/08/23	1714 HARCROS CHEMICALS, INC. FERRIC SUFL, CAUSTIC SODA PWT3	11,898.00	618	618-812-5308 WATER PROD CHEMICALS	1
				INVOICE TOTAL	11,898.00			
				VENDOR TOTAL	11,898.00			
033023	1	3/30/23	3/30/23	3516 KANSAS HOME SOLUTIONS LLC SHIPPING CONTAINER	1,433.33	618	618-810-5301 WTR DIST COMMODITIES	1
	2			SHIPPING CONTAINER	1,433.33	618	618-812-5301 WATER PROD COMMODITIES	1
	3			SHIPPING CONTAINER	1,433.34	621	621-870-5301 SEWER DIST COMMODITIES	1
				INVOICE TOTAL	4,300.00			
				VENDOR TOTAL	4,300.00			
0330231	1	3/30/23	3/30/23	1663 K S DEPT OF AGRICULTURE FOOD EST LICENSE POOL	220.00	101	101-320-5301 POOL COMMODITIES E-PAYMNT 6100866 3/30/23	1
				INVOICE TOTAL	220.00			
0330232	1	3/30/23	3/30/23	FOOD EST LICENSE SP CPLX	190.00	101	101-340-5301 SPORTS COMPLEX COMMODITIES E-PAYMNT 6100867 3/30/23	1
				INVOICE TOTAL	190.00			
				VENDOR TOTAL	410.00			
787	1	3/30/23	2/08/23	1085 LEAGUE OF KS MUNICIPALITIES KACCM 2023 MEMBERSHIP	100.00	101	101-110-5301 LEGISLATIVE COMMODITIES	1
				INVOICE TOTAL	100.00			
				VENDOR TOTAL	100.00			
IN1834946	1	3/30/23	2/22/23	2483 MUNICIPAL EMERGENCY SERVICES ECS RESCUE KNIFE X204 MNCO	5,406.00	301	301-420-5501	1

CHECKS, E-PAYMENTS & ACH -- \$93,887.47 (03/30/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
				INVOICE TOTAL	5,406.00		FIRE EQUIPMENT RPL-CAP OUT	
IN1838303	1	3/30/23	2/28/23	WINDOW PUNCH X204 MNCO	2,040.00	301	301-420-5501	1
				INVOICE TOTAL	2,040.00		FIRE EQUIPMENT RPL-CAP OUT	
IN1841271	1	3/30/23	3/06/23	SCBA FLOW & FIT TEST	1,337.42	101	101-220-5301	1
				INVOICE TOTAL	1,337.42		FIRE COMMODITIES	
				VENDOR TOTAL	8,783.42			
308	1	3/30/23	2/17/23	3614 MOXIE AUTO GLASS WINDSHIELD REPAIR-LADDER TRK	70.00	101	101-220-5215	1
				INVOICE TOTAL	70.00		FIRE VEHICLE MAINTENANCE	
				VENDOR TOTAL	70.00			
5012633-00	1	3/30/23	3/29/23	2768 PROFESSIONAL TURF PRODUCTS, LP GOLFMOWER KUBOTA 4520Z-AR02574	34,107.48	218	218-710-5501	1
				INVOICE TOTAL	34,107.48		FAC CAPITAL OUTLAY	
5012634-00	1	3/30/23	3/29/23	GOLF MOWER MJ840-CB4821	9,699.36	218	218-710-5501	1
				INVOICE TOTAL	9,699.36		FAC CAPITAL OUTLAY	
				VENDOR TOTAL	43,806.84			
032823	1	3/30/23	3/28/23	3073 RAMADA TOPEKA DOWNTOWN HOTEL LODGING FOR SCAFFA X17	1,491.58	101	101-220-5301	1
				INVOICE TOTAL	1,491.58		FIRE COMMODITIES	
				VENDOR TOTAL	1,491.58			
033023	1	3/30/23	3/30/23	3410 MATT STILES MILEAGE REIMB	200.07	101	101-120-5301	1
				INVOICE TOTAL	200.07		ADMIN COMMODITIES	
				VENDOR TOTAL	200.07			
189775	1	3/30/23	2/22/23	2378 WEIS FIRE/SAFETY EQUIP, LLC F500 5 GAL X6 FIRE SUPPRESSION	1,020.00	101	101-220-5308	1
				INVOICE TOTAL	1,020.00		FIRE CHEMICALS	
				VENDOR TOTAL	1,020.00			
				CENTRAL NATIONAL BANK TOTAL	93,887.47			

CHECKS, E-PAYMENTS & ACH -- \$93,887.47 (03/30/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
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TOTAL MANUAL CHECKS	.00
TOTAL E-PAYMENTS	520.86
TOTAL PURCH CARDS	.00
TOTAL ACH PAYMENTS	23,507.61
TOTAL OPEN PAYMENTS	69,859.00
GRAND TOTALS	93,887.47

CHECKS, E-PAYMENTS & ACH -- \$93,887.47 (03/30/2023)

Hillsboro, Kansas
March 21, 2023

1. The City Council met in regular session via Zoom and in person on Tuesday, March 21, 2023 at 6:30pm with Mayor Lou Thurston and Council members Blake Beye, Brent Driggers, David Loewen and Byron McCarty participating.

Members Absent: None.

2. **Others Participating:** Andrew Kovar, City Attorney; Matt Stiles, City Administrator; Danielle Bartel, City Clerk; Mike & Shawn Vondekamp, Vondy's Liquor; Ronald Wilkins, 606 S Lincoln; Michael Younger, EBH & Associates.

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

4. APPROVAL OF CONSENT AGENDA

MINUTES for the regular meeting dated March 2, 2023 and for the special meetings dated March 7 & 15, 2023.

VOUCHERS in the amount of \$497,922.36.

CHEMICAL PURCHASE for the water plant at a cost of \$11,898.00.

LIQUOR LICENSE for Vondy's Liquor at 500 Western Heights.

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

5. **PUBLIC COMMENTS:** Ronald Wilkins of 606 S Lincoln proposed an amendment to the fowl ordinance to allow domestic fowl to be housed within city limits. He recommended the following for consideration: all housing for fowl must be kept clean; all fowl must be securely housed on the owner's property; a maximum of 10 fowl may be owned within city limits, noting this number could be adjusted; and owners must obey ordinances for maintaining fowl at the risk of fines or revoked privilege to keep fowl.

Administrator Stiles noted the city is complaint-based and the complaints about fowl within the city are very minimal and are usually about roosters. Council directed Administrator Stiles to work with the City Attorney to draft an amended ordinance for review.

6. BUSINESS ITEMS

CONSIDERATION OF ORDINANCE 1365 – KDHE AGREEMENT: Administrator Stiles shared Ordinance 1365 is the proposed agreement with KDHE to address the City's issues with iron and manganese in the Marion Reservoir. He noted the agreement is for the 100% forgivable KDHE loan in the amount of \$1,100,000 for the pilot study.

Council member Loewen motioned to adopt Ordinance 1365 and authorized the mayor to sign. Council member Driggers seconded. Motion carried 4-0.

CONSIDERATION OF EBH AGREEMENT FOR DESIGN & ADMINISTRATION OF THE KDHE KPWSLF PROJECT:

Michael Younger of EBH & Associates explained the engineering services to be provided and their request to KDHE to allow for a sole-source purchase of a chlorine dioxide generator. He noted the importance of timing to ensure equipment is in place before the iron and manganese gets to the water plant. Younger stated KDHE anticipates this project to be complete in 2025.

Council member Loewen motioned to approve the agreement with EBH & Associates for engineering services as presented. Council member Beye seconded. Motion carried.

CONSIDERATION OF 2023-2024 PROPERTY & LIABILITY INSURANCE RENEWAL BIDS: Administrator Stiles reviewed the renewal costs of property and liability insurance and highlighted optional changes. He recommended adding a crime policy with EMC and suggested the City continue with KMIT for workman's comp insurance.

Administrator Stiles noted the crime policy would add \$360 annually and that increasing property deductibles would be a way to save on the premium. Increasing the property deductible to \$10,000 would save \$10,929 on the premium in this plan year.

Council member Driggers motioned to approve the insurance renewal with the addition of the crime policy and the property deductibles increased to \$10,000. Council member Beye seconded. Motion carried.

CONSIDERATION OF SPONSORSHIP OF THE 126 N MAIN APPLICATION TO THE HEAL GRANT: Administrator Stiles shared the building at 126 N Main, known as the Olde Towne Building, was purchased earlier this year. The

building's owner, Eric Driggers, is working with Ranson Financial to write a HEAL (Historic Economic Asset Lifeline) Grant through the 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. Part of the grant requires that the city sponsor the application. There is no financial obligation for the city.

Council member Beye motioned to officially sponsor the application to the HEAL Grant program with the State of Kansas for the property at 126 N Main Street. Council member McCarty seconded. Council member Driggers abstained. Motion carried.

7. DISCUSSION ITEMS

CONSIDERATION OF DOG CONFINEMENT CODE LANGUAGE: Administrator Stiles noted the current ordinance provides clarification regarding dog confinement when the dog is off the owner's property but is not specific about dogs on the owner's property. A revised ordinance would provide clarity about confinement including items such as underground electronic fences, signage for electronic fences, and leashes while on the owner's property.

Council discussion regarding challenges for owners, city employees and the community, as well as the number of dogs in town compared to the number of tags sold. Mayor Thurston pointed out the importance of public safety and of being good neighbors. Council directed staff to draft an ordinance and include a public hearing.

POLICY ON DISCOUNTED GOLF MEMBERSHIPS: Administrator Stiles reviewed Policy 99 for a 50% discount on golf membership fees for city employees, noting this would be for memberships only, not any other costs. Approval of this policy would increase the benefits offered to city employees and could potentially add some members to the course. Council affirmed this direction.

Council member Beye motioned to approve a 50% discount in annual golf memberships for city employees. Council member McCarty seconded. Motion carried.

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

- Sump Pump Amnesty Program
- Sales Tax Revenue
- KPP Bill
- Health Insurance Savings Report
- Equipment Lease-Purchase
- New AP/Payroll Clerk

9. PUBLIC COMMENTS: None.

10. COUNCIL COMMENTS: Council member Loewen shared his excitement about the water pilot study with EBH & KDHE.

11. ADJOURNMENT: Council meeting adjourned at 7:33pm.

ATTEST:

LOUIS THURSTON, MAYOR

DANIELLE BARTEL, CITY CLERK

Staff Report

To: Honorable Mayor and City Council

From: Matt Stiles, City Administrator

Date: 04/04/2023

Re: Ordinance 1367 Allowing Chickens

Background: Ordinance 1367 allows for the keeping of chickens in the city limits. The ordinance limits female chickens, no roosters, at 10 chickens for lots under 15,000 square feet. For lots larger than 15,000 square feet, an additional chicken is allowed for each 1,000 square feet above 15,000 up to a total of 15 chickens. The total and square footage allowance are consistent with other communities, but could be altered at the council's discretion.

Under the ordinance, chickens must be kept on the property and provided with some kind of shelter or coop that is clean, dry and sanitary. Free ranging chickens with no boundaries is not allowed. Chickens must be at least 10 feet from property lines and a minimum of 50 feet from adjacent occupied buildings. The coops or shelters must be kept clean with no perceptible odor. Noise must be kept so as not to disturb a person of reasonable sensibilities.

Financial Impact: There is no direct financial impact to the city but there are provisions allowing for the municipal court to enforce the city code and any applicable fines.

Recommendation: Ordinance 1367 as presented does not present any issues for a staff prospective. The number of chickens appears reasonable by most other comparable communities. It allows those in town with chickens to continue to do so without any issues. If the council wishes to move forward with the Ordinance, the required action would be to adopt Ordinance 1367 and authorize the Mayor to sign.

(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. 1367

AN ORDINANCE OF THE CITY OF HILLSBORO, KANSAS AMENDING AND ADOPTING CHAPTER 2, ARTICLE 1, SECTIONS 2-103, 2-111, AND 2-112 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 1, Section 2-103 of the Code of the City of Hillsboro, Kansas (the “Code”), which contains provisions regarding livestock and fowl; and

WHEREAS, the City finds it necessary to amend and adopt Chapter 2, Article 1, Sections 2-103, 2-111, and 2-112 of the Code.

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

Section 1. Chapter 2, Article 1, Section 2-103 shall be amended and replaced and shall read as follows:

2-103. Prohibition on keeping or harboring livestock and fowl; exceptions.

(a) It shall be unlawful to keep, harbor, shelter or maintain livestock or fowl within the corporate city limits.

(b) Exceptions:

- (1) Livestock and fowl under direct supervision of and upon the premises of fairs, livestock shows, rodeos or circuses shall be exempt from this restriction.
- (2) Livestock and fowl under the supervision of an educational institution.
- (3) Female members of the species *Gallus domesticus* in conformance with the provisions of Section 2-111 hereof.

Section 2. Chapter 2, Article 1, Section 2-111 is hereby adopted and shall read as follows:

2-111. Domestic Chickens.

It shall be permitted to keep female members of the species *Gallus domesticus* (domestic chicken) upon property within the City provided the following requirements are met:

(a) No more than 10 chickens may be kept upon any single property; provided, on properties of greater than 15,000 square feet, one additional chicken is permitted for each 1,000 square feet in excess of 15,000 square feet, up to a maximum of 15 chickens.

(b) No male chickens (roosters) shall be kept within the City.

(c) All chickens shall be provided with an adequate coop or shelter designed to protect chickens from weather or the elements and discourage predators or vermin.

(d) Chickens shall be confined within the property boundaries. Chickens and coops/shelters must be located in the rear or side yard of the property, located no closer than 10 feet from the property line, and at least 50 feet from any adjacent dwelling, church, school, or place of business, except for the dwelling located on the property. Chickens and coops/shelters shall not be permitted in the front yard of a property. Unconfined or inadequately confined chickens are prohibited.

(e) Every coop, shelter or yard in which chickens are kept shall be maintained in a clean, dry and sanitary manner to prevent the accumulation of waste, the emanation of noxious odors, or the presence of pests, rodents or other vermin.

(f) Odor from the maintaining of chickens perceptible at or beyond the property boundaries is prohibited.

(g) Perceptible noise from chickens loud enough at the property boundaries to disturb persons of reasonable sensibilities is prohibited.

(h) Chickens shall not to be kept for profit or commercial/business purposes. Commercial chicken operations are prohibited except as otherwise provided for in City Code or zoning regulations.

Section 3. Chapter 2, Article 1, Section 2-112 is hereby adopted and shall read as follows:

2-112. Inspections; Violations.

The public officer has the right of access and entry upon public property at any reasonable time for the purpose of making inquiry and inspection to determine compliance with this Article. Any violation of this Article, policies, rules, or regulations established by the public officer, or other condition that constitutes a health hazard or that interferes with the use or enjoyment of neighboring property is a nuisance and may be abated under Chapter 8 of this Code. In addition, any violation of this Article may be cited as a Code violation in municipal court punishable by a fine and court costs; and each day such violation continues shall be a separate offense.

Section 4. 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.

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PASSED, ADOPTED AND APPROVED by the Governing Body of the City of Hillsboro, Kansas this 4th day of April, 2023.

CITY OF HILLSBORO, KANSAS

[seal]

Lou Thurston, Mayor

ATTEST:

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. 1367 Summary

On April 4, 2023, the City of Hillsboro, Kansas adopted Ordinance No. 1367, amending and adopting Chapter 2, Article 1, Sections 2-103, 2-111, and 2-112 of the Code of the City of Hillsboro, Kansas regarding keeping of certain domestic fowl upon property within the City. 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. 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: _____

RESOLUTION NO. 2023-05

A RESOLUTION OF THE CITY OF HILLSBORO, KANSAS ADOPTING A
SUMP PUMP AMNESTY PROGRAM.

WHEREAS, Chapter 15, Article 6 of the Code of the City of Hillsboro, Kansas (the “Code”) prohibits the discharge of storm water, surface water, ground water, roof run-off, subsurface drainage, including interior and exterior foundation drains, pump discharge, cooling water, or industrial process waters into any sanitary sewer or public sewer of the City of Hillsboro, Kansas (the “City”) and further prohibits the connection of foundation or other building drains to the sanitary sewer of the City; and

WHEREAS, it is known that homes built before the adoption of such prohibitions may have sump pumps or foundation drains connected to the City sanitary sewer or public sewer for the purpose of discharging such waters; and

WHEREAS, the Governing Body of the City finds it necessary and advisable to establish an amnesty program to encourage the identification and disconnection of sump pumps and home drainage systems from the City sanitary and public sewer system.

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

Section 1. Sump Pump Amnesty Program. The City of Hillsboro hereby adopts the “**Sump Pump Amnesty Program**”.

A. *Purpose*. The Sump Pump Amnesty Program allows City officials to work with property owners to identify illegal sump pump connections to the sanitary sewer and eliminate them.

B. *Program Period*. The Sump Pump Amnesty program will last for 6 months from the adoption of this policy.

C. *Surveys*. The City will send out surveys to property owners providing 30 days to complete and return the survey. Residents will be asked to self-report a sump pump or drainage system connection to the sanitary sewer. If a resident does not know if their sump pump or drainage is connected to the sanitary sewer, then the resident can select that they do not know. City staff will conduct follow-up inspections on unknown connections to determine the status of the property.

D. *Inspections*. For property owners choosing to participate, the City will inspect the property’s plumbing to determine whether there is an illegal connection to the sanitary sewer. All inspections will be completed by the Building Inspector or their designee. Inspections may include physical inspections of interior plumbing, exterior roof drainage systems, dye tests or camera inspection of service lines.

E. *Certificates of Inspection.* If, upon inspection, the property's system is found to have no illegal connection to the sanitary sewer, then the Building Inspector will issue a Certificate of Inspection for the property. A copy of the Certificate of Inspection will be given to the property owner and kept on file at the City.

F. *Removal of Connection.* If, upon inspection, an illegal connection is found, the property owner and City will partner together to have the connection removed. The City will select a private contractor to eliminate the illegal sump pump connection. The City will pay up to \$500 toward such work. The property owner will be responsible for any amount over \$500 or for work directed by the property owner that goes beyond the scope of the eliminating the illegal connection. The private contractor will contract directly with the property owner and include a 12 month warranty period. By participating in the Sump Pump Amnesty Program, the property owner agrees to indemnify, defend, and hold the City harmless against any damages or injuries arising from participation in the program, resulting work, or disconnection of a sump pump from the sewer system. Following completion of the work, the Building Inspector will re-inspect and, if the work is satisfactory to the Building Inspector, will issue a Certificate of Inspection and a pre and post construction report documenting the fix and an as-built drawing of the any changes made to the plumbing.

G. *Private Work.* Property owners that choose not to use the City's contractor may retain their own licensed plumber to disconnect the sump pump. The City will not provide financial assistance for privately hired contractors. For the City to accept the correction, an inspection by the Building Inspector must be completed. The property owner hired plumber must provide pre and post construction photo documentation and as-built drawings of any changes made to the plumbing.

H. *Additional Inspections.* The Building Inspector or their designee, shall inspect all residential and commercial property connected to the City's sewer system before the sale the property. The Building Inspector may also require that an inspection of sanitary sewer connections be completed before issuing a building permit for work that impacts plumbing, drainage, or HVAC on any property in the City. The Building Inspector will issue a Certificate of Inspection for the property or direct that any illegal sanitary sewer connections be corrected. Certificates of Inspection are valid for a 3-year period before requiring a reinspection. Failure to receive a satisfactory Certificate of Inspection may result in denial of sanitary sewer service until such inspection and certification can be completed. The requirement for a sanitary sewer inspection is at the discretion of the Building Inspector.

I. *Violations Following Program Expiration.* After the expiration of the Sump Pump Amnesty Program, properties found with an illegal connection will be given 30 days to eliminate the illegal connection or pay a penalty of \$500 and an additional \$10 per day for every day such violation continues. Property owners opting to be included in the Sump Pump Amnesty Program will have "pending compliance" status until work to eliminate the connection is completed. Properties in "pending compliance" status will not be subject to penalty while actions to remediate the violations are being diligently pursued.

Section 2. Effective Date. This Resolution shall take effect from and after its adoption and approval by the Governing Body of the City.

[Remainder of Page Intentionally Left Blank]

RESOLVED, ADOPTED AND APPROVED by the Governing Body of the City of Hillsboro, Kansas this 4th day of April, 2023.

CITY OF HILLSBORO, KANSAS

[seal]

By _____
Lou Thurston, Mayor

ATTEST:

By _____
Danielle Bartel, City Clerk

EQUIPMENT LEASE PURCHASE AGREEMENT

This Equipment Lease Purchase Agreement, dated as of _____, 2023, and entered into between Central National Bank, Hillsboro, KS (“Lessor”), and the City of Hillsboro, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (“Lessee”).

1. **Agreement.** Lessee agrees to lease from Lessor certain “Equipment” as described in Exhibit A, subject to the terms and conditions of and for the purposes set forth in this Agreement. This Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant thereto) is sometimes referred to herein as the “Lease”.

2. **Term.** The “Commencement Date” for the Lease is the date when interest commences to accrue under such Lease which date shall be the Funding Date referred to in Exhibit A-1. On said Commencement Date, Lessor shall deposit the total principal amount referred to in Exhibit A-1 (i.e., \$512,081.18) with Lessee, and Lessee shall act as purchasing agent of Lessor. The “Lease Term” for the Lease means the Original Term and all Renewal Terms therein provided. The “Original Term” means the period from the Commencement Date for the Lease until the end of Lessee’s fiscal year (the “Fiscal Period”) in effect at such Commencement Date. The “Renewal Term” for the Lease is each term thereafter having a duration that is coextensive with the Fiscal Period.

3. **Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of the Lease as follows: (a) Lessee is a municipal corporation duly organized and existing under the constitution and laws of the State of Kansas (the “State”) with full power and authority under the constitution and laws of the State to enter into this Lease and the transactions contemplated hereby and to perform all of its obligations hereunder; (b) Lessee has duly authorized the execution and delivery of this Lease by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Lease; (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation; (d) Lessee has complied with such public bidding requirements as may be applicable to this Lease and the acquisition by Lessee of the Equipment as provided in this Lease; (e) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee’s authority; (f) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Lessee to continue the Lease as may be requested by Lessor; and (g) Lessee has an immediate need for the Equipment listed on Exhibit A and expects to make immediate use of the Equipment.

4. **Tax and Arbitrage Representations.** Lessee hereby represents as follows: (a) the estimated total costs of the Equipment listed in the Exhibit A will not be less than the total principal portion of the Rental Payments listed in the Rental Payment Schedule (Exhibit A-1); (b) the Equipment listed has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts deposited with Lessee to pay for the Equipment, and

interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date; (c) no proceeds of the Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance; (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments; (e) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments; (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (“Code”), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation; and (g) Lessee intends that this Lease not constitute a “true” lease for federal income tax purposes.

5. **Lease of Equipment.** Lessor demises, leases, transfers, and lets to Lessee, and Lessee acquires, rents, leases and hires from Lessor, the Equipment in accordance with the terms hereof. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth herein. At the end of the Original Term and at the end of each Renewal Term the Lease Term shall be automatically extended upon the successive appropriation by Lessee’s governing body of amounts sufficient to pay Rental Payments and other amounts payable under the Lease during the next succeeding Fiscal Period until all Rental Payments payable under such Lease have been paid in full, unless Lessee shall have terminated such Lease pursuant to Section 7 or Section 20. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Lease.

6. **Continuation of Lease Term.** Lessee currently intends, subject to Section 7, to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease for any Renewal Term is within the discretion of the governing body of Lessee.

7. **Non-Appropriation.** Lessee is obligated only to pay such Rental Payments as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, such Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 30 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal

Term. If the Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

8. **Rental Payments.** Lessee shall promptly pay “Rental Payments” as described in Exhibit A-1, exclusively from legally available funds, to Lessor on the dates and in such amounts as provided in each Lease. Rental Payments consist of principal and interest portions. *Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.*

9. **RENTAL PAYMENTS TO BE UNCONDITIONAL.** EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

10. **Delivery; Installation; Acceptance.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed, if necessary, at the location specified, if so specified, and pay any and all delivery and installation costs in connection therewith. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term.

11. **Use; Maintenance.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated hereby. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will, at Lessee’s own cost and expense, maintain, preserve and keep the Equipment in good repair and working order.

12. **Title.** Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor’s rights under the Lease; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor, upon (a) any termination of the Lease other than termination pursuant to Section 20 or (b) the occurrence of an Event of Default. Transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

13. **Security Interest.** To secure the payment of all of Lessee’s obligations, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first and

exclusive lien on the Equipment and on all proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. The Lessee shall cause all appropriate financing statements and other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Lessor hereunder. Thereafter, the Lessor shall cause all appropriate continuation statements to be filed or recorded.

14. **Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by the Lease. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

15. **Insurance.** At its own expense, Lessee shall during the Lease Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Equipment as described in Exhibit A-1; (b) liability insurance that protects Lessee from liability in form and amount customary and comparable to coverage on similar equipment owned by the Lessee; and (c) workers' compensation coverage as required by the laws of the State; provided that, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term, if so requested by Lessor. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor in advance of such cancellation or modification.

16. **Advances.** In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lessor.

17. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the

Equipment pursuant to Section 20. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of this Section, the term “Net Proceeds” shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 20 purchase Lessor’s interest in the Equipment. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lessor’s interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 8.

18. **DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE’S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN THE LEASE.

19. **Vendor’s Warranties.** Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under the Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. The term “Vendor” means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lessor purchased or is purchasing such Equipment. Lessee’s sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights or obligations of Lessor with respect to the Lease, including the right to receive full and timely payments under the Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

20. **Purchase Option.** Lessee shall have the option to purchase Lessor’s interest in all of the Equipment, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms: (a) on the Rental Payment dates specified in the Lease, upon payment in full of the Rental Payments then due under such Lease plus the then

applicable Purchase Price as referenced in Exhibit A-1; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in the Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price plus accrued interest from the immediately preceding Rental Payment date to such purchase date.

21. **Assignment.** Lessor's right, title and interest in and to the Lease, including Rental Payments and any other amounts payable by Lessee hereunder and all proceeds herefrom, may be assigned and reassigned to one or more assignees or subassignees by Lessor with the prior consent of Lessee (which shall not be unreasonably withheld); provided that any such assignment shall not be effective until (a) Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) it is registered on the registration books. Lessee shall retain all such notices as a register of all assignees in compliance with Section 149(a) of the Code, and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents that may be reasonably requested by Lessor or any assignee to protect its interests and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Vendor. Assignments may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in the Lease and all rights in, to and under the Lease related to such Equipment. Lessee hereby agrees that Lessor may, subject to compliance with this Section, sell, dispose of, or assign this Lease through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Lease, or in the Equipment listed in or the Rental Payments under the Lease.

None of Lessee's right, title and interest in, to and under the Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

22. **Events of Default.** Any of the following events shall constitute an "Event of Default" under a Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid under the Lease at the time specified therein; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; (c) any statement, representation or warranty made by Lessee shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

23. **Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to the Lease and other amounts payable by Lessee under the Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the Lease Term under the Lease, Lessor may enter the

premises where the Equipment listed in the Lease is located and retake possession of such Equipment and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease of the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 7 hereof. The exercise of any such remedies in respect of any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein; and (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under the Lease or as a secured party in any or all of the Equipment. Any net proceeds from the exercise of any remedy under a Lease (after deducting all costs and expenses referenced in the Section) shall be applied to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

24. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given now or hereafter existing at law or in equity.

25. **Notices.** All notices or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

26. **Miscellaneous Provisions.** The Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 21. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. The Lease may be amended by mutual written consent of Lessor and Lessee. The Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State.

27. **Kansas Statutory Requirements.**

(A) The amount or capital cost required to purchase the Equipment if paid for by cash is \$512,081.18.

(B) The stated nominal rate is 5.53% or the annual average effective interest cost is 5.53%.

(C) The amount included in the payments for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost is \$375.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

CITY OF HILLSBORO, KANSAS

By _____
Louis Thurston, Mayor

“LESSEE”

[Redacted] [Bank]
[Redacted] [City], [State]

By _____
Name: _____
Title: _____

“LESSOR”

**EXHIBIT A
TO
EQUIPMENT LEASE/PURCHASE AGREEMENT**

Equipment

Prairie Wolf Fire Brush Truck - \$115,655.00
S/N:

Ventrac 4520Z Mower and Deck - \$43,806.84
S/N:

Multi Pro 1750 Sprayer - \$63,119.34
S/N:

2014 Autocar ACX 64 Trash Truck - \$159,500.00
S/N:

TBD Dump Truck - \$130,000.00
S/N:



202 South Main
 Hillsboro, KS 67063
 (620) 947-3134 • 888-611-1186
 www.hillsborofordks.com
 e-mail: service@hillsborofordks.com

STATEMENT

Account No. **THEC12**
 PLEASE INCLUDE YOUR ACCOUNT NO. WITH PAYMENT
 Closing Date **03/25/2023**

THE CITY OF HILLSBORO
 P.O. Box 125
 HILLSBORO KS 67063

**ACCOUNTS DUE AND PAYABLE
 BY THE 24th OF THE MONTH**

PLEASE RETURN THIS PORTION WITH YOUR CHECK

AMOUNT ENCLOSED \$ _____

DOCUMENT	DATE	DESCRIPTION	CHARGES	PAYMENTS/CREDITS	BALANCE
.....	02/25/23	Bal. Frw'd.	2088.13	.00	2088.13
86303	03/18/23	Payment/Credit	.00	2088.13	.00
57254	03/21/23	Invoice 57254	125.96	.00	125.96
56984	03/22/23	Invoice 56984	623.31	.00	749.27
57004	03/22/23	Invoice 57004	1073.03	.00	1822.30
ACCOUNT STATUS		30 DAYS	60 DAYS	90 DAYS	120 DAYS
		.00	.00	.00	.00

We Gladly Accept:

PAY THIS AMOUNT **1822.30**

A FINANCE CHARGE will apply if the new balance is unpaid one month from the closing date of the statement. The "FINANCE CHARGES" are computed by a periodic rate of **12.00** % per month which is an ANNUAL PERCENTAGE RATE of **1.00** % applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

DEALERMARKET.COM 844-888-8100



202 South Main
 Hillsboro, KS 67063
 (620) 947-3134 • 888-611-1186
 www.hillsborofordks.com
 e-mail: service@hillsborofordks.com

R/O 57004	VIN 4 P 1 C T 0 2 H 2 4 A 0 0 4 1 2 8	THE CITY OF HILLSBORO		DATE IN 03/02/2023
YEAR 2004	MAKE PIERCE MFG	MODEL PIERCE	COLOR O	TIME IN 09:53
MILES IN 90849	MILES OUT 90849	FIRST USE 00/00/00	LISC KS	CLOSED 15:54
SEE ALSO	H: (620) - W: (620) -			WRITER BLAKE\07

(1) PERFORM ANNUAL FIRE TRUCK INSPECTION (22- MERLIN-) A	Labor Total Labor Total Repair (Customer)	T22	120.96 120.96 120.96
(2) OIL AND FILTER CHANGE 1.0 (22- MERLIN-) D	406P 85971 (FILTER) XO15W40BSD (SAE15W40M/C CJ) F420 (DEXRON) XG1E1 (GREASE - CHASS) C8TZ13466A (BULB) 86815 (FILTER) 88849 (AIR FILTER) 63-201 (WIPER BLADE) ANTIFREEZE (COOLANT) Total Labor Total Parts Total Repair (Customer)	T22	36.29 86.52 198.00 26.94 14.13 2.22 51.89 359.30 42.58 17.20 36.29 798.78 835.07
(3) REPLACE FUEL FILTER(S) (22- MERLIN-) B	Labor 86418 (FILTER) Total Labor Total Parts Total Repair (Customer)	T22	72.58 44.42 72.58 44.42 117.00

We Gladly Accept:



At Hillsboro Ford, your satisfaction is our goal. If you are not "completely satisfied" with your service experience, please contact Nathan or Ryan.

<p>Next Service Tube-Oil-Filter</p> <p><small>DISCLAIMER OF WARRANTIES</small> I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on street, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Accounts due and payable the 10th of the month following statement.</p> <p><input checked="" type="checkbox"/> _____ <small>CUSTOMER SIGNATURE</small></p>	<p><small>TERMS</small> No returns on electrical or special order items. Restocking charge applied on all merchandise returned for credit or refund. No returns after 30 days or without this invoice.</p>	<table border="1"> <tr> <td></td> <td>W/C</td> <td>INT.</td> <td>CUSTOMER</td> </tr> <tr> <td>Labor</td> <td></td> <td></td> <td>229.83</td> </tr> <tr> <td>Parts</td> <td></td> <td></td> <td>843.20</td> </tr> <tr> <td>Sublet/Fees</td> <td></td> <td></td> <td>.00</td> </tr> <tr> <td>Waste Dispos</td> <td></td> <td></td> <td>.00</td> </tr> <tr> <td>Oil/Grease</td> <td></td> <td></td> <td>.00</td> </tr> <tr> <td>Sub Total</td> <td></td> <td></td> <td>1073.03</td> </tr> <tr> <td>Tax</td> <td></td> <td></td> <td>.00</td> </tr> <tr> <td>Total (Due)</td> <td></td> <td></td> <td>1073.03</td> </tr> </table>		W/C	INT.	CUSTOMER	Labor			229.83	Parts			843.20	Sublet/Fees			.00	Waste Dispos			.00	Oil/Grease			.00	Sub Total			1073.03	Tax			.00	Total (Due)			1073.03
	W/C	INT.	CUSTOMER																																			
Labor			229.83																																			
Parts			843.20																																			
Sublet/Fees			.00																																			
Waste Dispos			.00																																			
Oil/Grease			.00																																			
Sub Total			1073.03																																			
Tax			.00																																			
Total (Due)			1073.03																																			
<p>Page 1 of 1 Job 57004</p> <p>57004 Customer Copy</p>																																						

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202 South Main
 Hillsboro, KS 67063
 (620) 947-3134 • 888-611-1186
 www.hillsborofordks.com
 e-mail: service@hillsborofordks.com

R/O 56984	VIN 4 P 1 C T 0 1 F 2 M A 0 0 0 3 2 3	THE CITY OF HILLSBORO		DATE IN 03/01/2023
YEAR 1991	MAKE PIERCE	MODEL LADDER TRK	COLOR O	TIME IN 08:10
MILES IN 18401	MILES OUT 18401	FIRST USE 00/00/00	LISC. KS	CLOSED 15:57
SEE ALSO DELIVER	H: (620) - W: (620) 947-3162			03/22/2023
				WRITER BLAKE\07

(1) PERFORM ANNUAL FIRE TRUCK INSPECTION (22- MERLIN-) A	Labor Total Labor Total Repair (Customer)	T22	120.96 120.96 120.96
(2) DIESEL OIL AND FILTER CHANGE 1.0 20 QTS 15W40 (22- MERLIN-) D	406P 85798 (OIL FILTER) XO15W40BSD (SAE15W40M/C CJ) H4656XVBX (HEADLIGHT) Total Labor Total Parts Total Repair (Customer)	T22 2 20 1	36.29 99.98 99.00 31.65 36.29 230.63 266.92
(3) REPLACE FUEL FILTER(S) (22- MERLIN-) B	Labor 88281 (FILTER) Total Labor Total Parts Total Repair (Customer)	T22 1	72.58 126.89 126.89 199.47
(4) MULTI-POINT INSPECTION *RESET OIL REMINDER* (22- MERLIN-) A	99P LU2Z17V528F (BLADE ASY - WI) Total Parts Total Repair (Customer)	99P 99P T22 2	.00 35.96 35.96 35.96
(5) PDEL (22- MERLIN-) A	PDEL Total Repair (Customer)	T22	.00 .00

We Gladly Accept:



At Hillsboro Ford, your satisfaction is our goal. If you are not "completely satisfied" with your service experience, please contact Nathan or Ryan.

DISCLAIMER OF WARRANTIES

Next Service Lube-Oil-Filter

TERMS: STRICTLY CASH UNLESS PRIOR ARRANGEMENTS MADE
 I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on street, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's fee is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Accounts due and payable the 10th of the month following statement.

CUSTOMER SIGNATURE

TERMS
 No returns on electrical or special order items.
 Restocking charge applied on all merchandise returned for credit or refund. No returns after 30 days or without this invoice.

W/C INT. CUSTOMER

Labor	229.83
Parts	393.48
Sublet/Fees	.00
Waste Dispos	.00
Oil/Grease	.00
Sub Total	623.31
Tax	.00
Total (Chrg)	623.31

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 e-mail: service@hillsborofordks.com

R/O 57254	VIN 1FAHP2MK3FG138952	THE CITY OF HILLSBORO		DATE IN 03/21/2023
YEAR 2015	MAKE FORD	MODEL TAURUS INT	COLOR WHITE N	TIME IN 08:12
MILES IN 62644	MILES OUT 62644	FIRST USE 01/26/15 01/26/15	USC KS	CLOSED 11:21 03/21/2023
SEE ALSO PEYTON HEIDEBRECHT 620-381-3019	C: (620) 877-7427 H: (620) 877-7427 W: (620) -		WRITER 6807 BLAKE\15	

1) SERVICE ADVANCE TRACT LIGHT COMES ON PERFORM EEC TEST, CODES U0131, U3000, U0001. LOST COMMUNICATION WITH PSCM CODES. CLEARED CODES AND RECHECK. PROBLEM IS NOT CURRENTLY PRESENT. CHARGED BATTERY. (23- ANDY-) A	Labor T23	125.96
	Total Labor	125.96
	Total Repair (Customer)	125.96

We Gladly Accept:



At Hillsboro Ford, your satisfaction is our goal. If you are not "completely satisfied" with your service experience, please contact Nathan or Ryan.

<p>Next Service Due Lube Oil Filter</p> <p><small>DISCLAIMER OF WARRANTIES</small> I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on street, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Accounts due and payable the 10th of the month following statement.</p> <p><input checked="" type="checkbox"/> CUSTOMER SIGNATURE</p>		<p><small>TERMS</small> No returns on electrical or special order items. Restocking charge applied on all merchandise returned for credit or refund. No returns after 30 days or without this invoice.</p>	<p>W/C INT. CUSTOMER</p> <table border="1"> <tr><td>Labor</td><td>125.96</td></tr> <tr><td>Parts</td><td>.00</td></tr> <tr><td>Sublet/Fees</td><td>.00</td></tr> <tr><td>Waste Dispos</td><td>.00</td></tr> <tr><td>Oil/Grease</td><td>.00</td></tr> <tr><td>Sub Total</td><td>125.96</td></tr> <tr><td>Tax</td><td>.00</td></tr> <tr><td>Total (Due)</td><td>125.96</td></tr> </table>	Labor	125.96	Parts	.00	Sublet/Fees	.00	Waste Dispos	.00	Oil/Grease	.00	Sub Total	125.96	Tax	.00	Total (Due)	125.96
Labor	125.96																		
Parts	.00																		
Sublet/Fees	.00																		
Waste Dispos	.00																		
Oil/Grease	.00																		
Sub Total	125.96																		
Tax	.00																		
Total (Due)	125.96																		
<p>Page 1 of 1 Job 57254</p> <p>57254 Customer Copy</p>																			

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Staff Report

To: Honorable Mayor and City Council

From: Matt Stiles, City Administrator

Date: 04/04/2023

Re: Ordinance 1366 Dog Confinement

Background: As we discussed at the last meeting, there is a need to expand the definition of dog confinement as described in the City Code. Ordinance 1366 provides for an expanded definition of dog confinement. The ordinance has two minor changes from the previous version reviewed by Council. In 2-208 (b) the term “by other means” was added to the listed methods for securing a dog in the open bed of a truck. There was some concern from the PD about some of the rural residents coming into town and not abiding by that portion of the ordinance. Adding the other means provides some flexibility to those cases.

The other change refers to the designation of a dangerous animal. In the previous version it indicated that the animal control officer makes that designation, however only our municipal court is allowed to make that designation. All other provisions remain unchanged.

Financial Impact: NA

Recommendation: Ordinance 1366 as presented does not present any issues for a staff prospective. Previously we discussed setting a public hearing for the issue before adoption. Staff would recommend setting a public hearing for the April 18 meeting.

(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. 1366

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, on a leash or by other means 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 municipal court 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 4th day of April, 2023.

CITY OF HILLSBORO, KANSAS

[seal]

Lou Thurston, Mayor

ATTEST:

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. 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: _____

City Administrator's Report
April 4, 2023

Fire Station Meeting: We had our first fire station meeting with Council members, fire department reps and an architect from WDM. The first meeting was positive, and we will be looking at the next phase which is a layout draft.

County Zoning: The County Planning Commission sent out its draft revision for areas of notification. The Planning Commission will take up the issue at the April 13 meeting.

Light Remodel at Golf Clubhouse: We have determined in our conversations with a potential restaurateur that the golf clubhouse was too expensive to do a major renovation to. Instead we will be doing some upgrading and remodeling including painting, patching and cleaning up the existing space.

Landlord Letter: We have sent out letters to landlords asking their help in sharing information about their properties. There have also been some changes to how we are enforcing our existing regulations that impact landlords and tenants. We hope to have all the requested information back in April.

Housing Focus Groups: Wichita State Public Policy and Management Center is working on completing our Housing Needs Assessment required for a RHID. The WSU PPMC will be hosting some focus groups starting in early April to discuss housing issues in Hillsboro.

Switching Backup Server Backup System: In an effort to improve our network safety and security we have opted to switch our current backup system to a more modern cloud-based system. The new system is more expensive, but does not require physical backup drives and provides significantly more security checks of our data and backups.

Approved for KDHE Sole Source Purchase: KDHE has approved our sole-source acquisition of the Chlorine Dioxide unit for our water plant project. That will allow us to be up and running on the PILOT program before the summer.

Meeting with Mirror on STAND program: The Mayor, Police Chief, USD 410 Superintendent and HMHS principal met with Mirror to discuss adding the STAND program to Hillsboro. We were all in agreement that the program is excellent, but there are few more stakeholders to get on board. The City would provide some funding through the opioid settlement funds.

Notorious Exhibit: The traveling exhibit from the Smoky Hill Museum called Notorious will be at our museum for the month of April. The interactive exhibit is set up in the schoolhouse at the museum. We are charging \$2 per person for admission to the exhibit.

Damage At Park: The cast iron grill in the east shelter chimney was ripped out of the wall sometime last weekend. The damage was discovered by Spring Branch as they were working on roof replacement. The grill was destroyed from rust and will not be replaced. Spring Branch will remove it as part of their roof project.

Sales Tax: The March distribution was \$79,454.51. Overall collections are 13% 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.

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
3/28/2023	February	\$ 3,435.44	\$ 24,475.55	\$ 3,435.44	\$ 24,475.54	\$ 6,955.54	\$ 16,677.00	\$ 79,454.51	\$ 250,788.42
	March								\$ 250,788.42
	April								\$ 250,788.42
	May								\$ 250,788.42
	June								\$ 250,788.42
	July								\$ 250,788.42
	August								\$ 250,788.42
	September								\$ 250,788.42
	October								\$ 250,788.42
	November								\$ 250,788.42
	Total Received	\$ 12,238.07	\$ 73,224.19	\$ 12,238.07	\$ 73,224.19	\$ 27,269.44	\$ 52,594.46	\$ 250,788.42	