

CITY OF HILLSBORO  
CITY COUNCIL MEETING

Agenda – Special Meeting - Tuesday, April 2, 2024, 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 **\$118,836.80**
  - 2. Minutes from the March 19, 2024 meeting
  - 3. CDBG and HEAL Grant Vouchers totaling **\$13,946.31**
  - 4. Appointment of Kevin Brandt to a two year term on the Planning Commission
- C. Public Comment
- D. Business Items
  - 1. Consideration of a Fleet Management Proposal from Enterprise Fleet Management
  - 2. Consideration of a purchase of Funbrella replacements for the DDFAC
  - 3. Consideration of a request from This N That Farms for Economic Development assistance.
  - 4. **Consideration of a bid from Vogts Crushing for concrete crushing**
  - 5. **Ford Invoices totaling \$335.20**
- E. Land Bank Meeting
  - 1. Approval of Land Bank Minutes
  - 2. Approval of Land Bank Vouchers totaling **\$17,732.02**
- F. City Administrator’s Report
- G. Public Comments
- H. Council Comments
- I. Adjournment

Hillsboro, Kansas  
March 19, 2024

**1.** The City Council met in regular session via Zoom and in person on Tuesday, March 19, 2024, at 6:30pm with Mayor Lou Thurston and Council members Blake Beye, Brent Driggers, Byron McCarty, and Ronald Wilkins participating.

Members Absent: None.

**2. Others Participating:** Andrew Kovar, City Attorney; Matt Stiles, City Administrator; Danielle Bartel, City Clerk; Danielle Hollingshead, Adams Brown; Jeremy Ensey, CKEC; Dustin & Erica Burke representing Kansas Home Solutions.

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

**4. APPROVAL OF CONSENT AGENDA**

**VOUCHERS** in the amount of \$186,748.88.

**MINUTES** for the regular council meeting dated March 5, 2024.

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

**5. PUBLIC COMMENT:** None.

**6. PRESENTATION OF 2023 AUDIT OF FINANCIAL STATEMENTS:** Danielle Hollingshead of Adams Brown presented the 2023 audit. She highlighted the unmodified opinion and no violations. Hollingshead also recommended a few changes to implement in the current year.

**7. CKEC ANNUAL REPORT:** CKEC Director Jeremy Ensey provided an overview of activities at the CKEC since August 2023, including attendance at a summit, a side hustle challenge, and the Destination Creation class. He noted the CKEC will develop a strategic plan in the coming year. Ensey thanked Council members for the City's dedication and support of the CKEC. Mayor Thurston expressed his appreciation for Ensey's efforts as Director.

**8. BUSINESS ITEMS:**

**CONSIDERATION OF INSURANCE POLICY WITH EMC:** Administrator Stiles shared the EMC renewal rates provided by AG360 Insurance. He highlighted changes made by EMC to increase the wind and hail deductible. Council discussion regarding insurance.

Council member Wilkins motioned to approve the EMC Insurance renewal at a cost of \$168,153 with AG360 Insurance. Council member McCarty seconded. Motion carried.

**A-H ALTERNATIVE CONSTRUCTION HOUSING:** Administrator Stiles provided an overview of the February 29 Planning Commission meeting and the request for AH Zoning on 3<sup>rd</sup> Street to develop shipping container housing. He reminded council that one AH Zoning request was approved earlier this year. The Planning Commission has recommended approval of the requested zoning changes.

Dustin Burke, representing Kansas Home Solutions, shared his vision of the project and noted the single-family home at 108 E 3<sup>rd</sup> would be for sale and the remaining properties will be duplexes available to rent. Council discussion regarding parking.

**ORDINANCE 1385: 108 E 3<sup>rd</sup>:** Council member McCarty motioned to adopt Ordinance 1385 and authorize the mayor to sign. Council member Beye seconded. Motion carried 4-0.

**ORDINANCE 1386: 206 E 3<sup>rd</sup>:** Council member Wilkins motioned to adopt Ordinance 1386 and authorize the mayor to sign. Council member McCarty seconded. Motion carried 4-0.

**ORDINANCE 1387: 204 E 3<sup>rd</sup>:** Council member Beye motioned to adopt Ordinance 1387 and authorize the mayor to sign. Council member Driggers seconded. Motion carried 4-0.

**ORDINANCE 1388: 208 E 3<sup>rd</sup>:** Council member Driggers motioned to adopt Ordinance 1388 and authorize the mayor to sign. Council member Beye seconded. Motion carried 4-0.

**ORDINANCE 1389: 302 E 3<sup>rd</sup>:** Council member Wilkins motioned to adopt Ordinance 1389 and authorize the mayor to sign. Council member McCarty seconded. Motion carried 4-0.

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
4 CENTRAL NATIONAL BANK										
		35146	3/22/2024	1011	UNITED RENTALS (N AMERICA) INC	942.00				
		35147	3/22/2024	1401	KS STATE FIREFIGHTERS ASSN	698.00				
		35148	3/22/2024	2715	BRIGHTSPEED	1,597.83				
		35149	3/22/2024	2839	JOHN DEERE FINANCIAL	169.06				
		35150	3/22/2024	2985	FIREMENS RELIEF ASSN	499.08				
		35151	3/22/2024	3023	FAMILY HEALTH AMERICA, L.C.	120.25				
		35152	3/22/2024	3480	FREEDOM CLAIMS MANAGEMENT INC	1,130.85				
*		5230								
		5231	3/22/2024	3616	TYLER EDIGER	107.49			ACH	
		5232	3/22/2024	3625	JONES, TRENT	16.14			ACH	
		5233	3/22/2024	3668	NATHAN LOPEZ	55.00			ACH	
		5234	3/22/2024	3679	MENARD, INC	143.94			ACH	
*		6101565								
		6101566	3/22/2024	1599	ADVANCE INSURANCE COMPANY	294.70			E-PAY	
		6101567	3/22/2024	1757	BLUE CROSS BLUE SHIELD	.01			E-PAY	
		6101568	3/22/2024	3242	CIT	138.09			E-PAY	
		6101569	3/22/2024	3016	VISION CARE DIRECT	34.34			E-PAY	
		6101570	3/22/2024	1504	XEROX CORPORATION	316.31			E-PAY	
		6101571	3/22/2024	1504	XEROX CORPORATION	138.88			E-PAY	

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

BANK TOTALS:	
OUTSTANDING	6,401.97
CLEARED	.00
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BANK 4 TOTAL	6,401.97
**VOIDED**	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
101 GENERAL	5,681.42	5,681.42	.00	.00
105 INDUSTRIAL	129.27-	129.27-	.00	.00
618 WATER	403.60	403.60	.00	.00
619 ELECTRIC	840.95	840.95	.00	.00
620 REFUSE	286.21-	286.21-	.00	.00
621 SEWER	108.52-	108.52-	.00	.00

CHECKS, E-PAYMENTS & ACH -- \$6,401.97 (03/22/2024)

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
CENTRAL NATIONAL BANK 1599 ADVANCE INSURANCE COMPANY								
240660000085	1	3/22/24	3/06/24	LIFE INSURANCE	52.80	101	101-120-5102 ADMIN EMPLOYEE BENEFITS E-PAYMNT 6101566 3/22/24	1
	2			LIFE INSURANCE	10.70	101	101-510-5102 BLDG INSP-EMPLOYEE BENEFIT E-PAYMNT 6101566 3/22/24	1
	3			LIFE INSURANCE	32.10	619	619-830-5102 ELEC DISTB EMPLOYEE BENEFIT E-PAYMNT 6101566 3/22/24	1
	4			LIFE INSURANCE	21.40	101	101-330-5102 GOLF EMPLOYEE BENEFITS E-PAYMNT 6101566 3/22/24	1
	5			LIFE INSURANCE	50.00	101	101-210-5102 POLICE EMPLOYEE BENEFITS E-PAYMNT 6101566 3/22/24	1
	6			LIFE INSURANCE	10.70	101	101-320-5102 POOL EMPLOYEE BENEFITS E-PAYMNT 6101566 3/22/24	1
	7			LIFE INSURANCE	21.40	620	620-850-5102 REFUSE DISTB EMPLOYEE BENE E-PAYMNT 6101566 3/22/24	1
	8			LIFE INSURANCE	10.70	101	101-340-5102 SPORTS COMPLEX EMP BENEFIT E-PAYMNT 6101566 3/22/24	1
	9			LIFE INSURANCE	42.10	101	101-410-5102 STREET EMPLOYEE BENEFITS E-PAYMNT 6101566 3/22/24	1
	10			LIFE INSURANCE	32.10	618	618-810-5102 WTR DISTB EMPLOYEE BENEFIT E-PAYMNT 6101566 3/22/24	1
	11			LIFE INSURANCE	10.70	618	618-812-5102 WATER PROD EMPLOYEE BENEFIT E-PAYMNT 6101566 3/22/24	1
				INVOICE TOTAL	294.70			
				VENDOR TOTAL	294.70			
1757 BLUE CROSS BLUE SHIELD								
19540958	1	3/22/24	3/11/24	HEALTH INSURANCE	.01	101-2289	101-050-2289 HEALTH PAYABLE E-PAYMNT 6101567 3/22/24	1
				INVOICE TOTAL	.01			
				VENDOR TOTAL	.01			
2715 BRIGHTSPEED								
030724	1	3/22/24	3/07/24	LOCAL PHONE SERVICE	56.10	101	101-120-5280 ADMIN UTILITIES	1
	2			LOCAL PHONE SERVICE	1,194.78	619	619-830-5280 ELEC DIST UTILITIES	1
	3			LOCAL PHONE SERVICE	3.33	101	101-220-5280 FIRE UTILITIES	1

**CHECKS, E-PAYMENTS & ACH -- \$6,401.97 (03/22/2024)**

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
	4			LOCAL PHONE SERVICE	343.62	621 621-870-5280	1
						SEWER DIST UTILITIES	
				INVOICE TOTAL	1,597.83		
				VENDOR TOTAL	1,597.83		
44362300	1	3/22/24	3/13/24	3242 CIT POLICE PRINTER LEASE	138.09	101 101-210-5301	1
						POLICE COMMODITIES	
						E-PAYMNT 6101568 3/22/24	
				INVOICE TOTAL	138.09		
				VENDOR TOTAL	138.09		
032124	1	3/22/24	3/21/24	3616 TYLER EDIGER SAMS CLUB - OFFICE CHAIR	107.49	101 101-330-5301	1
						GOLF COMMODITIES	
				INVOICE TOTAL	107.49		
				VENDOR TOTAL	107.49		
031824	1	3/22/24	3/18/24	3023 FAMILY HEALTH AMERICA, L.C. ADMINISTRATIVE SERVICES	120.25	101 101-110-5201	1
						LEGISLATIVE CONTRACTUAL SE	
				INVOICE TOTAL	120.25		
				VENDOR TOTAL	120.25		
031824	1	3/22/24	3/18/24	2985 FIREMENS RELIEF ASSN CITY 15% SHARE - INS PREMIUM	499.08	101 101-220-5220	1
						FIRE INSURANCE PREMIUMS	
				INVOICE TOTAL	499.08		
				VENDOR TOTAL	499.08		
911280-202404	1	3/22/24	3/12/24	3480 FREEDOM CLAIMS MANAGEMENT INC DENTAL INSURANCE	216.46	101-2287 101-050-2287	1
	2			DENTAL INSURANCE	26.34-	105-2287 105-050-2287	1
	3			DENTAL INSURANCE	5.88	618-2287 618-050-2287	1
	4			DENTAL INSURANCE	95.06-	619-2287 619-050-2287	1
	5			DENTAL INSURANCE	67.14-	620-2287 620-050-2287	1
	6			DENTAL INSURANCE	8.26	621-2287 621-050-2287	1
	7			HEALTH INSURANCE	1,862.88	101-2294 101-050-2294	1
	8			HEALTH INSURANCE	102.93-	105-2294 105-050-2294	1
	9			HEALTH INSURANCE	354.92	618-2294 618-050-2294	1
						HEALTH INS FCMI PAYABLE	

**CHECKS, E-PAYMENTS & ACH -- \$6,401.97 (03/22/2024)**

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
	10			HEALTH INSURANCE	290.87-	619-2294 619-050-2294	1
						HEALTH INS FCMI PAYABLE	
	11			HEALTH INSURANCE	253.67-	620-2294 620-050-2294	1
						HEALTH INS FCMI PAYABLE	
	12			HEALTH INSURANCE	481.54-	621-2294 621-050-2294	1
						HEALTH INS FCMI PAYABLE	
				INVOICE TOTAL	1,130.85		
				VENDOR TOTAL	1,130.85		
1001047179	1	3/22/24	2/16/24	2839 JOHN DEERE FINANCIAL REPAIR PARTS	169.06	101 101-410-5210 STREET EQUIPMENT MAINTENAN	1
				INVOICE TOTAL	169.06		
				VENDOR TOTAL	169.06		
031424	1	3/22/24	3/14/24	3625 JONES, TRENT WALMART - ABSORBER XL	16.14	101 101-220-5301 FIRE COMMODITIES	1
				INVOICE TOTAL	16.14		
				VENDOR TOTAL	16.14		
032224	1	3/22/24	3/22/24	1401 KS STATE FIREFIGHTERS ASSN 2024 MEMBERSHIPS - 27	698.00	101 101-220-5301 FIRE COMMODITIES	1
				INVOICE TOTAL	698.00		
				VENDOR TOTAL	698.00		
032224	1	3/22/24	3/22/24	3668 NATHAN LOPEZ SCAFFA REGISTRATION	55.00	101 101-220-5301 FIRE COMMODITIES	1
				INVOICE TOTAL	55.00		
				VENDOR TOTAL	55.00		
583	1	3/22/24	3/14/24	3679 MENARD, INC CLUBHOUSE REMODEL	143.94	101 101-330-5501 GOLF CAPITAL OUTLAY	1
				INVOICE TOTAL	143.94		
				VENDOR TOTAL	143.94		
230583209-001	1	3/22/24	3/04/24	1011 UNITED RENTALS (N AMERICA) INC AIR COMPRESSOR RENTAL	942.00	101 101-410-5301 STREET COMMODITIES	1
				INVOICE TOTAL	942.00		
				VENDOR TOTAL	942.00		
422103012024	1	3/22/24	2/25/24	3016 VISION CARE DIRECT VISION PREMIUM - C CORDELL	13.20	620-2286 620-050-2286	1

**CHECKS, E-PAYMENTS & ACH -- \$6,401.97 (03/22/2024)**

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
	2			VISION PREMIUM - J ALVAREZ	21.14	621-2286 621-050-2286	1
						VISION PAYABLE E-PAYMNT 6101569 3/22/24	
				INVOICE TOTAL	34.34	VISION PAYABLE E-PAYMNT 6101569 3/22/24	
				VENDOR TOTAL	34.34		
5512119	1	3/22/24	3/12/24	1504 XEROX CORPORATION COPIER LEASE	316.31	101 101-120-5301 ADMIN COMMODITIES E-PAYMNT 6101570 3/22/24	1
				INVOICE TOTAL	316.31		
5513765	1	3/22/24	3/12/24	POLICE COPIER LEASE	138.88	101 101-210-5301 POLICE COMMODITIES E-PAYMNT 6101571 3/22/24	1
				INVOICE TOTAL	138.88		
				VENDOR TOTAL	455.19		
				CENTRAL NATIONAL BANK TOTAL	6,401.97		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	922.33		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	322.57		
				TOTAL OPEN PAYMENTS	5,157.07		
				GRAND TOTALS	6,401.97		

**CHECKS, E-PAYMENTS & ACH -- \$6,401.97 (03/22/2024)**

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
4 CENTRAL NATIONAL BANK								
35154	4/03/2024	1157	DALKE CONSTRUCTION CO., INC.	21,432.58				
35155	4/03/2024	1295	MARION COUNTY TREASURER	1,419.18				
35156	4/03/2024	1459	BLUE VALLEY PUBLIC SAFETY, INC	865.20				
35157	4/03/2024	1491	SUPREME FLOOR COMPANY	12,500.00				
35158	4/03/2024	1545	HILLSBORO HARDWARE	.00				VOID:
35159	4/03/2024	1545	HILLSBORO HARDWARE	3,250.83				
35160	4/03/2024	1585	NETWORKS PLUS	.00				VOID:
35161	4/03/2024	1585	NETWORKS PLUS	9,805.00				
35162	4/03/2024	1682	FASTENAL COMPANY	43.69				
35163	4/03/2024	1726	RED BUD SUPPLY, INC.	143.68				
35164	4/03/2024	2406	TRIPLETT WOOLF GARRETSON LLC	2,701.00				
35165	4/03/2024	2515	EBH & ASSOCIATES, P.A.	4,810.00				
35166	4/03/2024	2635	KS STATE ASSOC OF FIRE CHIEFS	60.00				
35167	4/03/2024	3048	IMAGEQUEST	15.78				
35168	4/03/2024	3129	PACE ANALYTICAL SERVICES, INC.	415.80				
35169	4/03/2024	3325	FARMERS ALLIANCE COMPANIES	650.00				
35170	4/03/2024	3475	BOMGAARS	1,359.52				
35171	4/03/2024	3604	R&R PRODUCTS INC	1,295.80				
35172	4/03/2024	3653	SCHULTZ'S GOLF CART S & S	305.00				
35173	4/03/2024	3694	AMERICAN PUBLIC WORKS ASSN	80.00				
*	5234							
	5235	4/03/2024	3538 DANIELLE BARTEL	111.22				ACH
	5236	4/03/2024	3539 CIVIC PLUS LLC	3,900.00				ACH
	5237	4/03/2024	3246 CORE & MAIN LP	2,940.00				ACH
	5238	4/03/2024	3670 CARA DUELL	138.05				ACH
	5239	4/03/2024	1160 CYNTHIA L. FLEMING	50.00				ACH
	5240	4/03/2024	1714 HARCROS CHEMICALS, INC.	6,458.00				ACH
	5241	4/03/2024	2776 HICKMAN ENVIRONMENTAL	1,494.00				ACH
	5242	4/03/2024	1565 HILLSBORO CONVENTION & VISITOR	4,168.98				ACH
	5243	4/03/2024	1184 HILLSBORO DEVELOPMENT CORP	100.00				ACH
	5244	4/03/2024	2351 MORGAN MARLER	312.22				ACH
	5245	4/03/2024	3650 KRISTA RICHERT	409.83				ACH
*	6101571							
	6101572	4/03/2024	2547 ATMOS ENERGY	2,858.54				E-PAY
	6101573	4/03/2024	3277 CENTRAL NATIONAL BANK LOAN	3,884.75				E-PAY
	6101574	4/03/2024	3277 CENTRAL NATIONAL BANK LOAN	5,371.09				E-PAY
	6101575	4/03/2024	1122 CITY OF HILLSBORO	6,206.03				E-PAY
	6101576	4/03/2024	3444 CSG FORTE PAYMENTS, INC	2,286.33				E-PAY
	6101577	4/03/2024	3530 HEARTLAND MERCHANT SERVICES	204.53				E-PAY
	6101578	4/03/2024	3529 KS DEPARTMENT OF REVENUE	9,980.14				E-PAY
	6101579	4/03/2024	3374 NEXTECH WIRELESS, LLC	326.80				E-PAY
	6101580	4/03/2024	3080 SHRED-IT USA	81.26				E-PAY

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

BANK TOTALS:	
OUTSTANDING	112,434.83
CLEARED	.00
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BANK 4 TOTAL	112,434.83

CHECKS, E-PAYMENTS & ACH -- \$112,434.83 (04/03/2024)



**ACCOUNTS PAYABLE CHECK REGISTER**

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
			<b>**VOIDED**</b>	<b>.00</b>				
FUND		TOTAL	OUTSTANDING	CLEARED	VOIDED			
101	GENERAL	59,435.79	59,435.79	.00	.00			
106	AIRPORT REVOLVING	2,564.02	2,564.02	.00	.00			
300	EQUIPMENT RESERVE	3,096.08	3,096.08	.00	.00			
301	FIRE EQUIPMENT REPL FUND	2,275.01	2,275.01	.00	.00			
311	UTILITY SALES TAX	9,980.14	9,980.14	.00	.00			
400	CIP	1,015.64	1,015.64	.00	.00			
470	TIF DISTRICT	201.26	201.26	.00	.00			
618	WATER	17,096.57	17,096.57	.00	.00			
619	ELECTRIC	3,486.81	3,486.81	.00	.00			
620	REFUSE	8,102.02	8,102.02	.00	.00			
621	SEWER	5,181.49	5,181.49	.00	.00			

**CHECKS, E-PAYMENTS & ACH -- \$112,434.83 (04/03/2024)**

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
CENTRAL NATIONAL BANK								
3694 AMERICAN PUBLIC WORKS ASSN								
032524	1	4/03/24	3/25/24	DALE DALKE	40.00	101	101-410-5301	1
	2			MATT HEIN	40.00	101	101-410-5301	1
				INVOICE TOTAL	80.00		STREET COMMODITIES	
				VENDOR TOTAL	80.00		STREET COMMODITIES	
2547 ATMOS ENERGY								
040124	1	4/03/24	4/01/24	UTILITIES	297.78	101	101-120-5280	1
	2			UTILITIES	433.33	400	ADMIN UTILITIES E-PAYMNT 6101572 4/03/24	1
	3			UTILITIES	43.97	619	400-610-6503 CIP-AMPI PROPERTY E-PAYMNT 6101572 4/03/24	1
	4			UTILITIES	848.36	101	619-830-5280 ELEC DIST UTILITIES E-PAYMNT 6101572 4/03/24	1
	5			UTILITIES	123.10	101	101-350-5280 MUSEUM UTILITIES E-PAYMNT 6101572 4/03/24	1
	6			UTILITIES	190.96	101	101-310-5280 PARK UTILITIES E-PAYMNT 6101572 4/03/24	1
	7			UTILITIES	93.99	101	101-210-5280 POLICE UTILITIES E-PAYMNT 6101572 4/03/24	1
	8			UTILITIES	43.97	620	101-320-5280 POOL UTILITIES E-PAYMNT 6101572 4/03/24	1
	9			UTILITIES	43.96	101	620-850-5280 REFUSE DIST UTILITIES E-PAYMNT 6101572 4/03/24	1
	10			UTILITIES	600.01	618	101-410-5280 STREET UTILITIES E-PAYMNT 6101572 4/03/24	1
	11			UTILITIES	139.11	101	618-812-5280 WATER PRODUCTION UTILITIES E-PAYMNT 6101572 4/03/24	1
				INVOICE TOTAL	2,858.54		101-330-5280 GOLF UTILITIES E-PAYMNT 6101572 4/03/24	
				VENDOR TOTAL	2,858.54			
3538 DANIELLE BARTEL								
032624	1	4/03/24	3/26/24	CCMFOA - MILEAGE	111.22	101	101-120-5301	1
				INVOICE TOTAL	111.22		ADMIN COMMODITIES	
				VENDOR TOTAL	111.22			

**CHECKS, E-PAYMENTS & ACH -- \$112,434.83 (04/03/2024)**

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
17869	1	4/03/24	3/15/24	1459 BLUE VALLEY PUBLIC SAFETY, INC STORM SIREN	865.20	619	619-050-2271 ACCOUNTS PAYABLE	1
				INVOICE TOTAL	865.20			
				VENDOR TOTAL	865.20			
031624	1	4/03/24	3/16/24	3475 BOMGAARS TOOLS, SAFETY GEAR, SPRAYER	325.43	101	101-410-5301 STREET COMMODITIES	1
	2			GLOVES, SUPPLIES	77.95	619	619-830-5301 ELEC DIST COMMODITIES	1
	3			SUPPLIES, TOOLS	226.44	620	620-850-5301 REFUSE DISTB COMMODITIES	1
	4			SUPPLIES	22.97	618	618-810-5301 WTR DIST COMMODITIES	1
	5			TOOLS, SUPPLIES, RESEVOIR PJT	204.36	618	618-812-5301 WATER PROD COMMODITIES	1
	6			SUPPLIES, TOOLS, RESTOCK	289.92	621	621-870-5301 SEWER DIST COMMODITIES	1
	7			JACK	49.99	101	101-340-5301 SPORTS COMPLEX COMMODITIES	1
	8			SUPPLIES	21.58	101	101-320-5301 POOL COMMODITIES	1
	9			SUPPLIES	35.91	101	101-330-5301 GOLF COMMODITIES	1
	10			SUPPLIES	33.98	101	101-120-5301 ADMIN COMMODITIES	1
	11			CLOSER	70.99	618	618-812-5210 WATER PROD EQUIPMENT MAINT	1
				INVOICE TOTAL	1,359.52			
				VENDOR TOTAL	1,359.52			
041524A	1	4/03/24	4/15/24	3277 CENTRAL NATIONAL BANK LOAN P TRASH TRUCK & MOWER	3,086.24	620	620-850-5534 REFUSE-LEASE PAYMENTS E-PAYMNT 6101573 4/03/24	1
	2			I TRASH TRUCK & MOWER	798.51	620	620-850-5534 REFUSE-LEASE PAYMENTS E-PAYMNT 6101573 4/03/24	1
				INVOICE TOTAL	3,884.75			
041524B	1	4/03/24	4/15/24	P GOLF SPRAYER	937.75	300	300-420-5534 EQUIP RES-LEASE PAYMENT E-PAYMNT 6101574 4/03/24	1
	2			I GOLF SPRAYER	278.69	300	300-420-5534 EQUIP RES-LEASE PAYMENT E-PAYMNT 6101574 4/03/24	1
	3			P STREET DUMP TRUCK	1,449.01	300	300-420-5534 EQUIP RES-LEASE PAYMENT E-PAYMNT 6101574 4/03/24	1
	4			I STREET DUMP TRUCK	430.63	300	300-420-5534 EQUIP RES-LEASE PAYMENT	1

**CHECKS, E-PAYMENTS & ACH -- \$112,434.83 (04/03/2024)**

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	5			P FIRE BRUSH TRUCK	1,753.81	301	E-PAYMNT 6101574 4/03/24 301-420-5534	1
	6			I FIRE BRUSH TRUCK	521.20	301	FIRE EQUIP RPL-LEASE PMT E-PAYMNT 6101574 4/03/24 301-420-5534	1
				INVOICE TOTAL	5,371.09			
				VENDOR TOTAL	9,255.84			
031524	1	4/03/24	3/15/24	1122 CITY OF HILLSBORO UTILITIES	470.34	101	101-120-5280 ADMIN UTILITIES E-PAYMNT 6101575 4/03/24	1
	2			UTILITIES	1.89	400	400-610-6503 CIP-AMPI PROPERTY E-PAYMNT 6101575 4/03/24	1
	3			UTILITIES	345.02	619	619-830-5280 ELEC DIST UTILITIES E-PAYMNT 6101575 4/03/24	1
	4			UTILITIES	231.87	101	101-330-5280 GOLF UTILITIES E-PAYMNT 6101575 4/03/24	1
	5			UTILITIES	2.02	101	101-110-5280 LEGISLATIVE UTILITIES E-PAYMNT 6101575 4/03/24	1
	6			UTILITIES	278.60	101	101-350-5280 MUSEUM UTILITIES E-PAYMNT 6101575 4/03/24	1
	7			UTILITIES	232.56	101	101-310-5280 PARK UTILITIES E-PAYMNT 6101575 4/03/24	1
	8			UTILITIES	210.60	101	101-210-5280 POLICE UTILITIES E-PAYMNT 6101575 4/03/24	1
	9			UTILITIES	137.80	101	101-320-5280 POOL UTILITIES E-PAYMNT 6101575 4/03/24	1
	10			UTILITIES	46.88	620	620-850-5280 REFUSE DIST UTILITIES E-PAYMNT 6101575 4/03/24	1
	11			UTILITIES	3,090.16	621	621-870-5280 SEWER DIST UTILITIES E-PAYMNT 6101575 4/03/24	1
	12			UTILITIES	106.78	101	101-410-5280 STREET UTILITIES E-PAYMNT 6101575 4/03/24	1
	13			UTILITIES	1,051.51	618	618-812-5280 WATER PRODUCTION UTILITIES E-PAYMNT 6101575 4/03/24	1
				INVOICE TOTAL	6,206.03			
				VENDOR TOTAL	6,206.03			

**CHECKS, E-PAYMENTS & ACH -- \$112,434.83 (04/03/2024)**

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
290767	1	4/03/24	3/21/24	3539 CIVIC PLUS LLC WEBSITE	3,900.00	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	3,900.00			
				VENDOR TOTAL	3,900.00			
U349974	1	4/03/24	3/22/24	3246 CORE & MAIN LP SMART METERS	2,940.00	618	618-810-5301 WTR DIST COMMODITIES	1
				INVOICE TOTAL	2,940.00			
				VENDOR TOTAL	2,940.00			
033124	1	4/03/24	3/31/24	3444 CSG FORTE PAYMENTS, INC CGS FORTE CC FEES	571.58	618	618-812-5301 WATER PROD COMMODITIES	1
	2			CSG FORTE CC FEES	571.59	619	E-PAYMNT 6101576 4/03/24 619-830-5301 ELEC DIST COMMODITIES	1
	3			CSG FORTE CC FEES	571.58	620	E-PAYMNT 6101576 4/03/24 620-850-5301 REFUSE DISTB COMMODITIES	1
	4			CSG FORTE CC FEES	571.58	621	E-PAYMNT 6101576 4/03/24 621-870-5301 SEWER DIST COMMODITIES	1
				INVOICE TOTAL	2,286.33			
				VENDOR TOTAL	2,286.33			
240315-2	1	4/03/24	3/15/24	1157 DALKE CONSTRUCTION CO., INC. STREET REPAIR ROCK - PO 29008	10,162.63	101	101-410-5311 STREET-STREET REPAIR	1
	2			AIRPORT ROCK - PO 29009	2,274.80	106	106-430-5301 AIRPORT REVOLVING COMMODIT	1
	3			STREET SHOP ROCK - PO 29010	3,756.50	101	101-410-5301 STREET COMMODITIES	1
	4			OLD SEWER PLAN ROCK - PO 29079	3,048.65	620	620-850-5301 REFUSE DISTB COMMODITIES	1
				INVOICE TOTAL	19,242.58			
2794-21	1	4/03/24	2/23/24	WELCOME SIGN	570.00	400	400-610-5501 CIP-CAPITAL OUTLAY	1
				INVOICE TOTAL	570.00			
2794-9	1	4/03/24	2/23/24	ROCK FOR PARKING LOT	1,620.00	101	101-330-5301 GOLF COMMODITIES	1
				INVOICE TOTAL	1,620.00			
				VENDOR TOTAL	21,432.58			
032524	1	4/03/24	3/25/24	3670 CARA DUELL LIFEGUARD INSTRUCTOR MILEAGE	128.64	101	101-320-5301	1

**CHECKS, E-PAYMENTS & ACH -- \$112,434.83 (04/03/2024)**

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	2			SONIC - COURSE MEAL	5.34	101	POOL COMMODITIES 101-320-5301	1
	3			SONIC - COURSE MEAL	4.07	101	POOL COMMODITIES 101-320-5301	1
				INVOICE TOTAL	138.05		POOL COMMODITIES	
				VENDOR TOTAL	138.05			
15085	1	4/03/24	2/28/24	2515 EBH & ASSOCIATES, P.A. PILOT STUDY	4,302.50	618	618-812-5327 WTR PROD KDHE PILOT STUDY	1
				INVOICE TOTAL	4,302.50			
15118	1	4/03/24	3/25/24	PILOT STUDY	507.50	618	618-812-5327 WTR PROD KDHE PILOT STUDY	1
				INVOICE TOTAL	507.50			
				VENDOR TOTAL	4,810.00			
022824	1	4/03/24	2/28/24	3325 FARMERS ALLIANCE COMPANIES POSITION BONDS	650.00	101	101-110-5220 LEGISLATIVE INS PREMIUMS	1
				INVOICE TOTAL	650.00			
				VENDOR TOTAL	650.00			
KSMCP298641	1	4/03/24	3/19/24	1682 FASTENAL COMPANY LOCKS FOR EQUIPMENT	38.71	101	101-410-5301 STREET COMMODITIES	1
				INVOICE TOTAL	38.71			
KSMCP298642	1	4/03/24	3/19/24	PPE GLOVES	4.98	101	101-410-5301 STREET COMMODITIES	1
				INVOICE TOTAL	4.98			
				VENDOR TOTAL	43.69			
032524	1	4/03/24	3/25/24	1160 CYNTHIA L. FLEMING UNIT #9	50.00	101	101-350-5301 MUSEUM COMMODITIES	1
				INVOICE TOTAL	50.00			
				VENDOR TOTAL	50.00			
091011691	1	4/03/24	3/14/24	1714 HARCROS CHEMICALS, INC. CHEMICALS	6,458.00	618	618-812-5308 WATER PROD CHEMICALS	1
				INVOICE TOTAL	6,458.00			
				VENDOR TOTAL	6,458.00			
033124	1	4/03/24	3/31/24	3530 HEARTLAND MERCHANT SERVICES AIRPORT FUEL CC FEE	204.53	106	106-430-5301	1

**CHECKS, E-PAYMENTS & ACH -- \$112,434.83 (04/03/2024)**

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
							AIRPORT REVOLVING COMMODIT E-PAYMNT 6101577 4/03/24	
				INVOICE TOTAL	204.53			
				VENDOR TOTAL	204.53			
543132	1	4/03/24	3/22/24	2776 HICKMAN ENVIRONMENTAL REPLACE PUMP AT POOL	1,494.00	101	101-320-5301 POOL COMMODITIES	1
				INVOICE TOTAL	1,494.00			
				VENDOR TOTAL	1,494.00			
040124	1	4/03/24	4/01/24	1565 HILLSBORO CONVENTION & VISITOR APRIL APPROPRIATIONS	1,000.00	101	101-550-5871 APPROPRIATIONS TO CVB	1
	2			REMAINDER 23 TRANS GUEST TAX	3,168.98	101	101-550-5871 APPROPRIATIONS TO CVB	1
				INVOICE TOTAL	4,168.98			
				VENDOR TOTAL	4,168.98			
040124	1	4/03/24	4/01/24	1184 HILLSBORO DEVELOPMENT CORP APRIL SIGN RENTAL	100.00	101	101-910-5350 SIGN RENTAL	1
				INVOICE TOTAL	100.00			
				VENDOR TOTAL	100.00			
032024	1	4/03/24	3/20/24	1545 HILLSBORO HARDWARE CLEANING, SUPPLIES, KEYS	618.92	101	101-120-5301 ADMIN COMMODITIES	1
	2			SUPPLIES, TOOLS	148.19	619	619-830-5301 ELEC DIST COMMODITIES	1
	3			FLAGS, GLOVES, LIGHTER	61.53	101	101-220-5301 FIRE COMMODITIES	1
	4			SUPPLIES	673.69	101	101-330-5301 GOLF COMMODITIES	1
	5			CLEANING SUPPLIES	73.40	101	101-310-5301 PARK COMMODITIES	1
	6			SUPPLIES	36.27	101	101-210-5301 POLICE COMMODITIES	1
	7			SHOP VAC	114.99	620	620-850-5301 REFUSE DISTB COMMODITIES	1
	8			SCOUT HOUSE SUPPLIES	36.35	101	101-310-5301 PARK COMMODITIES	1
	9			FOOD TRAILER HOSE, REPAIRS	255.39	101	101-340-5301 SPORTS COMPLEX COMMODITIES	1
	10			SUPPLIES, KEY	72.20	101	101-410-5301 STREET COMMODITIES	1
	11			SUPPLIES	72.13	618	618-812-5301 WATER PROD COMMODITIES	1
	12			SUPPLIES	108.49	618	618-810-5301 WTR DIST COMMODITIES	1

**CHECKS, E-PAYMENTS & ACH -- \$112,434.83 (04/03/2024)**

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	13			CLUBHOUSE REMODEL	100.81	101	101-330-5501	1
	14			PAINTING PROJECT	10.98	101	GOLF CAPITAL OUTLAY 101-210-5501	1
	15			PO 29085 GOLF CART BATTERIES	828.00	101	POLICE CAPITAL OUTLAY 101-330-5210	1
	16			EQUIPMENT REPAIR	39.49	101	GOLF EQUIPMENT MAINTENANCE 101-330-5210 GOLF EQUIPMENT MAINTENANCE	1
				INVOICE TOTAL	3,250.83			
				VENDOR TOTAL	3,250.83			
IN5087758	1	4/03/24	3/11/24	3048 IMAGEQUEST PRINTING OVRAGE	15.78	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	15.78			
				VENDOR TOTAL	15.78			
033124	1	4/03/24	3/31/24	3529 KS DEPARTMENT OF REVENUE TRANSFER OF FUNDS - STATE	7,631.87	311	311-880-5812 TRANSFER OF FUNDS-STATE E-PAYMNT 6101578 4/03/24	1
	2			TRANSFER OF FUNDS - COUNTY	1,174.13	311	311-880-5811 TRANSFER OF FUNDS-COUNTY E-PAYMNT 6101578 4/03/24	1
	3			TRANSFER OF FUNDS - CITY	1,174.14	311	311-880-5810 TRANSFER OF FUNDS-CITY E-PAYMNT 6101578 4/03/24	1
				INVOICE TOTAL	9,980.14			
				VENDOR TOTAL	9,980.14			
02199	1	4/03/24	3/28/24	2635 KS STATE ASSOC OF FIRE CHIEFS BEN STEKETEE	60.00	101	101-220-5301 FIRE COMMODITIES	1
				INVOICE TOTAL	60.00			
				VENDOR TOTAL	60.00			
040124	1	4/03/24	4/01/24	1295 MARION COUNTY TREASURER MARION CO TAXES SECOND HALF	82.50	101	101-120-5301 ADMIN COMMODITIES	1
	2			MARION CO TAXES SECOND HALF	84.69	106	106-430-5301 AIRPORT REVOLVING COMMODIT	1
	3			MARION CO TAXES SECOND HALF	10.42	400	400-610-6506 CIP-HILLSBORO HEIGHTS	1
	4			MARION CO TAXES SECOND HALF	16.17	619	619-830-5301 ELEC DIST COMMODITIES	1
	5			MARION CO TAXES SECOND HALF	192.33	101	101-110-5301 LEGISLATIVE COMMODITIES	1
	6			MARION CO TAXES SECOND HALF	82.50	101	101-350-5301 MUSEUM COMMODITIES	1
	7			MARION CO TAXES SECOND HALF	82.50	620	620-850-5301	1

**CHECKS, E-PAYMENTS & ACH -- \$112,434.83 (04/03/2024)**



**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	8			MARION CO TAXES SECOND HALF	501.81	621	REFUSE DISTB COMMODITIES 621-870-5301	1
	9			MARION CO TAXES SECOND HALF	82.50	101	SEWER DIST COMMODITIES 101-340-5301	1
	10			MARION CO TAXES SECOND HALF	201.26	470	SPORTS COMPLEX COMMODITIES 470-750-5240	1
	11			MARION CO TAXES SECOND HALF	82.50	618	TIF MISCELLANEOUS EXPENSE 618-812-5301	1
				INVOICE TOTAL	1,419.18		WATER PROD COMMODITIES	
				VENDOR TOTAL	1,419.18			
032224	1	4/03/24	3/22/24	2351 MORGAN MARLER SEWER MILEAGE	312.22	621	621-870-5301 SEWER DIST COMMODITIES	1
				INVOICE TOTAL	312.22			
				VENDOR TOTAL	312.22			
77371	1	4/03/24	3/21/24	1585 NETWORKS PLUS IT-REMOTE	225.00	101	101-120-5201 ADMIN CONTRACTUAL SERVICES	1
	2			NEW PC INSTALL	340.71	101	101-510-5201 PLANNING & ZONING CONT SER	1
	3			DESKTOP - PO 29011	943.00	101	101-510-5301 BLDG INSP-COMMODITIES	1
	4			NEW PC INSTALL, IT-REMOTE	475.72	619	619-830-5201 ELEC DIST CONTRACTUAL SERV	1
	5			DESKTOP - PO 29011	943.00	619	619-830-5301 ELEC DIST COMMODITIES	1
	6			NEW PC INSTALL	340.71	101	101-220-5201 FIRE CONTRACTUAL SERVICES	1
	7			DESKTOP - PO 29011	943.00	101	101-220-5301 FIRE COMMODITIES	1
	8			NEW PC INSTALL, IT-REMOTE	430.72	101	101-330-5201 GOLF CONTRACTUAL SERVICES	1
	9			LAPTOP/ADAPTOR - PO 29011	1,105.00	101	101-330-5301 GOLF COMMODITIES	1
	10			NEW PC INSTALL	340.72	101	101-350-5201 MUSEUM CONTRACTUAL SERVICE	1
	11			DESKTOP - PO 29011	943.00	101	101-350-5301 MUSEUM COMMODITIES	1
	12			NEW PC INSTALL, IT-REMOTE	385.71	101	101-340-5201 SPORTS COMPLEX CONT SERVIC	1
	13			LAPTOP/ADAPTOR - PO 29011	1,105.00	101	101-340-5301 SPORTS COMPLEX COMMODITIES	1
	14			NEW PC INSTALL	340.71	101	101-410-5201 STREET CONTRACTUAL SERVICE	1
	15			DESKTOP - PO 29011	943.00	101	101-410-5301 STREET COMMODITIES	1
				INVOICE TOTAL	9,805.00			
				VENDOR TOTAL	9,805.00			

**CHECKS, E-PAYMENTS & ACH -- \$112,434.83 (04/03/2024)**

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
10271989	1	4/03/24	3/20/24	3374 NEXTECH WIRELESS, LLC MONTHLY FEE FOR iPADS/PHONE	45.81	101	101-120-5280 ADMIN UTILITIES E-PAYMNT 6101579 4/03/24	1
	2			MONTHLY FEE FOR iPADS/PHONE	49.20	101	101-510-5280 BLDG INSP UTILITIES E-PAYMNT 6101579 4/03/24	1
	3			MONTHLY FEE FOR iPADS/PHONE	45.50	101	101-220-5280 FIRE UTILITIES E-PAYMNT 6101579 4/03/24	1
	4			MONTHLY FEE FOR iPADS/PHONE	82.26	620	620-850-5280 REFUSE DIST UTILITIES E-PAYMNT 6101579 4/03/24	1
	5			MONTHLY FEE FOR iPADS/PHONE	104.03	618	618-810-5280 WTR DIST UTILITIES E-PAYMNT 6101579 4/03/24	1
				INVOICE TOTAL	326.80			
				VENDOR TOTAL	326.80			
2460202827	1	4/03/24	3/20/24	3129 PACE ANALYTICAL SERVICES, INC. SEWER ANALYSIS	415.80	621	621-870-5201 SEWER DIST CONTRACTUAL SER	1
				INVOICE TOTAL	415.80			
				VENDOR TOTAL	415.80			
CD2882646	1	4/03/24	3/11/24	3604 R&R PRODUCTS INC REPLACE OLD/BROKEN ITEMS	1,295.80	101	101-330-5301 GOLF COMMODITIES	1
				INVOICE TOTAL	1,295.80			
				VENDOR TOTAL	1,295.80			
187866	1	4/03/24	3/15/24	1726 RED BUD SUPPLY, INC. SAFETY GEAR	143.68	101	101-410-5301 STREET COMMODITIES	1
				INVOICE TOTAL	143.68			
				VENDOR TOTAL	143.68			
032824	1	4/03/24	3/28/24	3650 KRISTA RICHERT CPM MILEAGE	207.03	101	101-120-5301 ADMIN COMMODITIES	1
	2			ARBY'S - LUNCH	12.78	101	101-120-5301 ADMIN COMMODITIES	1
	3			PANDA EXPRESS - DINNER	14.00	101	101-120-5301 ADMIN COMMODITIES	1
	4			TACO BELL - LUNCH	9.50	101	101-120-5301 ADMIN COMMODITIES	1
	5			CASEY'S - DINNER	7.44	101	101-120-5301 ADMIN COMMODITIES	1
	6			CYRUS HOTEL - LODGING	150.00	101	101-120-5301 ADMIN COMMODITIES	1

**CHECKS, E-PAYMENTS & ACH -- \$112,434.83 (04/03/2024)**

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
	7			PASSPORT PARKING - PARKING	9.08	101 101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	409.83		
				VENDOR TOTAL	409.83		
461292	1	4/03/24	3/13/24	3653 SCHULTZ'S GOLF CART S & S GOLF CART REPAIR	305.00	101 101-330-5210 GOLF EQUIPMENT MAINTENANCE	1
				INVOICE TOTAL	305.00		
				VENDOR TOTAL	305.00		
8006538254	1	4/03/24	3/18/24	3080 SHRED-IT USA SHRED SERVICES	81.26	101 101-120-5301 ADMIN COMMODITIES E-PAYMNT 6101580 4/03/24	1
				INVOICE TOTAL	81.26		
				VENDOR TOTAL	81.26		
4184	1	4/03/24	3/05/24	1491 SUPREME FLOOR COMPANY DOWN PAYMENT	12,500.00	101 101-910-5242 GRANT DISBURSEMENT	1
				INVOICE TOTAL	12,500.00		
				VENDOR TOTAL	12,500.00		
169251	1	4/03/24	3/25/24	2406 TRIPLETT WOOLF GARRETSON LLC CITY ATTORNEY FEES	2,701.00	101 101-110-5201 LEGISLATIVE CONTRACTUAL SE	1
				INVOICE TOTAL	2,701.00		
				VENDOR TOTAL	2,701.00		
				CENTRAL NATIONAL BANK TOTAL	112,434.83		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	31,199.47		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	20,082.30		
				TOTAL OPEN PAYMENTS	61,153.06		
				GRAND TOTALS	112,434.83		

**CHECKS, E-PAYMENTS & ACH -- \$112,434.83 (04/03/2024)**

**PUBLIC HEARING FOR A REVISED FLOOD PLAN MANAGEMENT ORDINANCE:** Administrator Stiles shared the new floodplain maps will be public in July and impact approximately two dozen properties in Hillsboro. He noted the ordinance will reference the new maps.

Council member Beye motioned to set a Public Hearing for April 16, 2024 at 6:30pm to consider adopting the revised floodplain map. Council member Driggers seconded. Motion carried.

**8. CDBG BIDS:** Administrator Stiles shared the Hillsboro Community Childcare Center has requested the City Council reject the one construction bid that was received. He said the CDBG suggested phasing the project. Council discussion regarding funding for the second phase of the project and opening the facility at less than full capacity.

Council member Wilkins motioned to reject all bids from February 29, 2024 bid opening. Council member Beye seconded. Motion carried.

Council member Beye motioned to set a new bid opening for Wednesday, April 10, 2024 at 2pm. Council member Wilkins seconded. Motion carried.

## 9. DISCUSSION ITEMS

**FAIR HOUSING ACTIVITY:** Administrator Stiles shared the city staff are participating in an annual fair housing activity. This year, city staff have Fair Housing bookmarks available to residents at city hall and the library.

**FLEET REPLACEMENT PROPOSAL:** Administrator Stiles provided an update on his conversations with local dealerships and the insurance agent regarding fleet management. Stiles shared information regarding another fleet management agency and did not recommend pursuing based on location and services provided. He also discussed the fleet management services with other municipalities and the city attorney.

Council directed staff to schedule a meeting together with the two local dealerships and Enterprise Fleet Management.

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

- Adams Street Project
- Agreements for South Lincoln & South Wilson
- Leases for AMPI
  - Council discussion regarding the importance of having sufficient space for City equipment. Council directed staff to consider the benefits of using the space for City purposes instead of tenants.
- Mennonite Housing Meeting
- South Pond
- Building Bridges Program
- KPP Bill
- Health Insurance Savings
- Financial Reports

**11. PUBLIC COMMENTS:** None.

**12. COUNCIL COMMENTS:** Council member Wilkins shared his excitement about the new housing potential. Mayor Thurston commented about current legislation that affects local government. He urged council members and residents of Hillsboro to express concerns to their legislator and senator about what is happening.

**13. ADJOURNMENT:** Council meeting adjourned at 7:52pm.

ATTEST:

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LOUIS THURSTON, MAYOR

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DANIELLE BARTEL, CITY CLERK

**CITY OF HILLSBORO - CDBG**

APRIL 2, 2024

**CDBG - VOUCHERS FOR APPROVAL**

<b>DATE</b>	<b>CHECK #</b>	<b>DESCRIPTION</b>		<b>AMOUNT</b>
4/2/2024	1010	JGR ARCHITECTS - DESIGN & PROFESSIONAL FEES	211 S ELM - CDBG	9,789.81
4/2/2024	1011	MASTER PLUMBING - BATHROOM	126 N MAIN - HEAL	3,797.50
4/2/2024	1012	STAR DRAIN CLEANING - BATHROOM	126 N MAIN - HEAL	359.00
<b>APRIL 2, 2024</b>				<b>\$ 13,946.31</b>

# MASTER PLUMBING, INC.

425 E. BROADWAY  
PO BOX 190  
NEWTON, KS 67114

## 282-PIPE (7473)

# INVOICE

DATE	INVOICE #
3/18/2024	25333

### BILL TO:

Eric Driggers  
951 190th  
Hillsboro Ks 67063

### JOB ADDRESS:

126 N Main  
Hillsboro, Ks 67063

HOURS	DESCRIPTION	RATE	AMOUNT
	Rough in According to Bid	3,500.00	3,500.00T
		<b>SUBTOTAL</b>	\$3,500.00
Total balance due upon invoice. All accounts over 30 days are subject to finance charge of 1.5% per month or 18% annually.  We accept Visa & Mastercard.  SIGNATURE:		<b>SALES TAX (8.5%)</b>	\$297.50
		<b>TOTAL</b>	\$3,797.50
		<b>PAYMENTS/CREDITS</b>	\$0.00
		<b>BALANCE DUE</b>	\$3,797.50



**DRAIN  
CLEANING**

210 E 1ST STREET  
NEWTON, KS 67114  
(316) 283-7827 / (316) 283-7038  
stardraincleaning@gmail.com

# Invoice


<b>DATE</b>	03/26/2024
<b>INVOICE#</b>	160580
<b>TERMS</b>	NET 30

<b>BILL TO</b>
ERIC DRIGGERS 126 N MAIN ST HILLSBORO KS 67063 (620) 654-7330

<b>SERVICE LOCATION</b>
126 N MAIN ST HILLSBORO KS 67063

<b>JOB#</b>	<b>DATE</b>	<b>PO/REF#</b>			
1040295816	03/26/2024				
<b>Job Charges</b>			<b>Qty</b>	<b>Rate</b>	<b>Total</b>
Main Line			1.00		\$94.00
Mileage			1.00		\$65.00
Camera			1.00		\$200.00
<b>Job Subtotal</b>					<b>\$359.00</b>
<b>Job Total</b>					<b>\$359.00</b>

<b>PRE-WORK SIGNATURE</b>

<b>POST-WORK SIGNATURE</b>

03/26/2024 06:36 pm

Signed By:

Signed By: ERIC DRIGGERS

<b>CUSTOMER MESSAGE</b>
TERMS: Payment due upon completion of job, unless prior arrangements are made. Those accounts are due and payable within 15 days. A service charge of 1.75% per month will be charged on all open accounts after receipt of statement. Annual percentage rate 21.5%. (\$30.00 eCashflow Systems/Collect A Check charge for returned checks)

<b>Invoice Total:</b>	<b>\$359.00</b>
<b>Deposits (-):</b>	<b>\$0.00</b>
<b>Payments (-):</b>	<b>\$0.00</b>
<b>Total Due:</b>	<b>\$359.00</b>

# Staff Report

**To:** Honorable Mayor and City Council

**From:** Matt Stiles, City Administrator

**Date:** April 2, 2024

**Re:** Enterprise Fleet Management

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**Background:** Attached are the revised contractual agreements for the Enterprise Fleet Management proposal. After the last meeting I had the opportunity to speak with both Gabe Goering, the General Manager at Midway and Michael Hagen and Terry Hagen of Hillsboro Ford. Midway has extensive experience working with Enterprise and had no issue if the city chose to use. Hillsboro Ford had similar experiences in working with Enterprise. Their only concern was making sure that the city was not taken advantage of in the system.

For both dealerships, taking delivery and making sure they marked the vehicles was important to them. In most cases when the dealerships bid on public business they do not make much money on the initial sale. Prices are so competitive in public bidding that they may end up losing money on a transaction to get the business. Maintenance and warranty work will be where they make money in this situation. Regardless both dealerships understood that this could be a viable option for the city and would not harbor ill will against the city for choosing a relationship with Enterprise.

**Financial Impact:** Approval of the initial agreements really starts the identification process of car replacement in earnest. The actual vehicles and replacement schedule would need to be determined once an agreement is in place. If approved staff would begin identifying the replacement vehicles and schedule for replacement. Actual payments would not begin until the vehicles were delivered, likely some time in summer.

**Recommendation:** If the council wished to move forward with a fleet management program with Enterprise, the appropriate action would be to approve the master agreement and maintenance agreement with all the proposed addendums.



  
**FLEET MANAGEMENT**

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of March, 2024 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_ day of March, 2024 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Hillsboro, Kansas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

To the extent permitted by Kansas law, Lessee shall be responsible for any and all losses incurred, or claims, demands, or rights of action that may be asserted at any time, which arise as a result of a third party claim for (i) Lessee's breach of this Agreement; (ii) the use, operation or condition of any of the Vehicles, or (iii) Lessee's lease of the Vehicles pursuant to this Agreement. The provisions of this Section 12 shall survive any expiration or termination of this Agreement for any events that occur during Lease Term up until the applicable state statute of limitations. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing provisions are not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Kansas law.

Section 14, second paragraph, second to last sentence of the Master Equity Lease Agreement is amended to read as follows:

Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any responsibilities under this Agreement.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective three (3) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Kansas (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the Lessee to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the Lessee fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, but subject to the limitations of Kansas law, including but not limited to K.S.A. 10-1116b, Lessor reserves the right to bill Lessee for any reasonable damages. These reasonable damages will be limited to the losses incurred by the



**FLEET MANAGEMENT**

Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

\_\_\_\_\_  
City of Hillsboro, Kansas (Lessee)

By \_\_\_\_\_

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

\_\_\_\_\_  
Enterprise FM Trust (Lessor)  
By: Enterprise Fleet Management, Inc., its attorney in fact

By \_\_\_\_\_

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

  
**FLEET MANAGEMENT**

**MASTER EQUITY LEASE AGREEMENT**

This Master Equity Lease Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

**3. RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Initials: EFM JA Customer \_\_\_\_\_

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor, all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of, Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

Initials: EFM **JA** Customer \_\_\_\_\_

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a

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material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. Lessor has an absolute right to recoup any obligations Lessor would owe to Lessee under this Agreement against any obligations of Lessee to Lessor under this Agreement including, without limitation, under Sections 3, 5, 8, 10 and 12 of this Agreement. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

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**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: \_\_\_\_\_  
Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date Signed: \_\_\_\_\_, \_\_\_\_\_

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in fact  
Signature: \_\_\_\_\_  
By: **Jesse Amsinger**  
Title: **Finance Director**  
Address: **5359 Merriam Drive**  
**Merriam, KS 66203**  
\_\_\_\_\_  
\_\_\_\_\_  
Date Signed: \_\_\_\_\_, \_\_\_\_\_

Initials: EFM **JA** Customer \_\_\_\_\_



  
**enterprise**  
**FLEET MANAGEMENT**

**MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT**

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and \_\_\_\_\_ (the "Company").

**1. ENTERPRISE CARDS:** EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

**2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

**3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

**4. RENTAL VEHICLES:** The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

**5. NO WARRANTY:** The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

**6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) days written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

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**7. NOTICES:** Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

**8. FEES:** EFM will charge the Company for the service under this Agreement \$ 10 per month per Card.

**9. MISCELLANEOUS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

EFM: Enterprise Fleet Management, Inc.

Signature: \_\_\_\_\_

By: Jesse Amsinger

Title: Finance Director

Address: 5359 Merriam Drive  
Merriam, KS 66203  
\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Initials: EFM JA Company \_\_\_\_\_



**FLEET MANAGEMENT**

AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of March, 2024 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the \_\_\_\_ day of March, 2024 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Hillsboro, Kansas ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Kansas (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

\_\_\_\_\_  
City of Hillsboro, Kansas (Company)

\_\_\_\_\_  
ENTERPRISE FLEET MANAGEMENT, INC.

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

  
**FLEET MANAGEMENT**

**FULL MAINTENANCE AGREEMENT**

This Full Maintenance Agreement (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and \_\_\_\_\_ ("Lessee").

WITNESSETH

**1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

**2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

**3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

**4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

**5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM\_\_\_\_\_ Lessee\_\_\_\_\_

**6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

**7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

**8. LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

**9. NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

**10. MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: _____	EFM: Enterprise Fleet Management, Inc.
Signature: _____	Signature: _____
By: _____	By: <u>Jesse Amsinger</u>
Title: _____	Title: <u>Finance Director</u>
Address: _____	Address: <u>5359 Merriam Drive</u>
_____	<u>Merriam, KS 66203</u>
_____	_____
Date Signed: _____	Date Signed: _____

Initials: EFM JA Lessee \_\_\_\_\_



FLEET MANAGEMENT

AMENDMENT TO FULL MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_ day of March, 2024 is attached to, and made a part of, the FULL MAINTENANCE AGREEMENT entered into on the \_\_\_ day of March, 2024 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Hillsboro, Kansas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Full Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Kansas (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Full Maintenance Agreement as of the day and year first above written.

City of Hillsboro, Kansas (Lessee)

ENTERPRISE FLEET MANAGEMENT, INC.

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

# Staff Report

**To:** Honorable Mayor and City Council

**From:** Matt Stiles, City Administrator

**Date:** April 2, 2024

**Re:** Pool Equipment Replacement

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**Background:** Attached is a quote from Anchor Industries to replace two of the Funbrellas at the Delores Dalke Family Aquatic Center (DDFAC). Anchor Industries is the original supplier of the structures and we were able to reuse the existing ground sleeves saving some cost. The colors will either be Aquatic Blue or Turquoise and the Natural while color to match the existing shades.

The Funbrellas were destroyed in the windstorms last summer. The damage was caused by the wind, but we opted not to file an insurance claim because we initially thought we would not meet the \$10,000 wind damage deductible. The Funbrellas were pulled for the remainder of last swim season and scheduled for a spring replacement. We need to replace them before the season starts again to avoid disruptions during operating hours.

**Financial Impact:** The cost for two Funbrellas is \$11,054. The quote will change once the freight is added in; it was not available until a delivery date could be established. Funds for the replacement would come from the capital outlay in the local option sales tax. We've traditionally paid for pool related capital items from that fund since the sales tax was established to pay for the pool.

**Recommendation:** The proposed quote is for materials only. If the council wishes to move forward, the appropriate action would be to approve the purchase of Funbrellas from Anchor Industries at \$11,054 plus freight.



PO Box 7105  
 Indianapolis, IN 46207  
 Tel 812-867-2421  
 Fax 812-867-1429 (Pool Covers/Awnings)  
 Fax 812-867-0547 (Tents)

Page number 1 of 1  
 Quote Date 3/8/2024  
 Quotation # SQ-00213905-1  
**Quote Name FUNBRELLA PALM**  
**PO #**  
 Sales person DANIEL SEEBER  
 Terms: PO REQUIRED N30

Contact:  
 CARA DUELL  
 Phone # 620-947-3775 CELL  
 cduell@cityofhillsboro.net

### Quotation

Bill to: 79120  
 CITY OF HILLSBORO  
 118 E. GRAND AVE  
 HILLSBORO, KS 67063  
 USA  
 Phone # 620-947-3162  
 Fax # 620-947-3482

Schedule:
Ship method
Route:
Special handling:
Ship early: No

Ship to: 79120  
 CITY OF HILLSBORO  
 SHIPPING ADDRESS TO BE DETERMINED  
 Hillsboro, KS 67063  
 USA  
 Phone # 620-947-3162  
 Fax # 620-947-3482

Order line	Item number	Description	Quantity	Unit price	Discount	Net price	Extended price
1.0000	8631145C	FUNBRELLA 20 FT PALM TOP - UV MESH COLOR TBD	2.00	1,150.00	10.00	1,140.00	2,280.00
2.0000	1615	FUNBRELLA PALM 20' FRAME KIT COMPLETE W/O GROUNDSLEEVE	2.00	4,397.00	10.00	4,387.00	8,774.00

**DISCOUNT FOR COMPLETE UNITS WITHOUT GROUND SLEEVES.**

**FREIGHT NOT INCLUDED.**

<b>Subtotal</b>	\$11,054.00
<b>CC Surcharge</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Total</b>	\$11,054.00

**A surcharge will be applied to all credit card merchandise purchases shipped to states where surcharges are permissible**



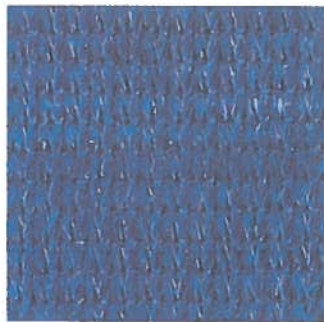
— TURN-KEY —

# SHADE SOLUTIONS

FOR POOLSIDE RECREATION AND OUTDOOR LIVING

## UV MESH SHADECLOTH

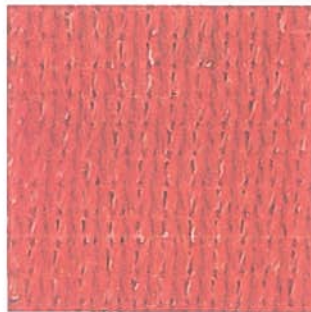
Blocks up to 95% of the sun's harmful UV rays!



AQUATIC BLUE



BRUNSWICK GREEN



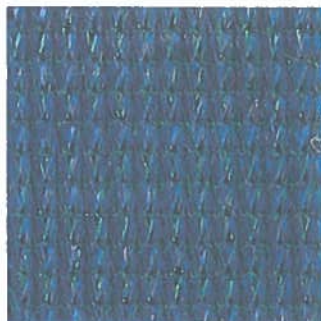
CHERRY RED



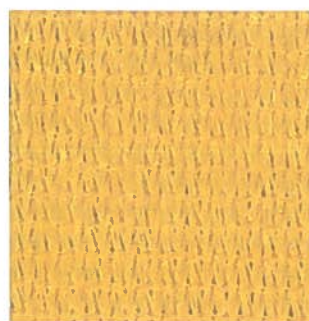
DESERT SAND



NATURAL



TURQUOISE



YELLOW



7701 Highway 41 N • Evansville, IN 47725 USA  
800-255-5552 • 812-867-2421 • Fax 812-867-1429

[www.anchorinc.com](http://www.anchorinc.com)  
[custdiv@anchorinc.com](mailto:custdiv@anchorinc.com)



# TURN-KEY SHADE SOLUTIONS

FOR POOLSIDE RECREATION AND OUTDOOR LIVING

## UV MESH SHADECLOTH

Blocks up to 95% of the sun's harmful UV rays!

### Available on FUNbrella and PERFECTSHADE Products!

Anchor UV Mesh Shadecloth has been specifically developed to produce a very strong and stable fabric for outdoor tension structures, including our top-selling FUNbrella and PERFECTSHADE post and fabric products. Anchor UV Mesh Shadecloth offers the ultimate combination of maximum sun protection plus incredible strength and durability to help prevent skin cancer\*, provide an oasis from the sun, and do so with maintenance-free, long-life performance.



### Product Specifications

<b>Base Material</b>	High Density Polyethylene (HDPE), UV stabilized yarn
<b>Construction</b>	Monofilament and tape in a lock-stitch knitted pattern
<b>UV Blocking Power</b>	95%
<b>Flame Certification</b>	ASTEM E84 Class A <i>Warning: Do not use against flames. Contact with organic solvents, halogens or highly acidic substances may reduce effectiveness and void warranty</i>
<b>Fabric Warranty</b>	10 Year Manufacturer's



The Skin Cancer Foundation recommends fabric shade products as an aid in the prevention of sun-induced damage to the skin.



7701 Highway 41 N • Evansville, IN 47725 USA  
800-255-5552 • 812-867-2421 • Fax 812-867-1429

[www.anchorinc.com](http://www.anchorinc.com)  
[custdiv@anchorinc.com](mailto:custdiv@anchorinc.com)

# Staff Report

**To:** Honorable Mayor and City Council

**From:** Matt Stiles, City Administrator

**Date:** April 2, 2024

**Re:** This N That Farms Economic Development Request

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**Background:** Mike Morales, owner of This N That Farms, asked if the City Council would consider assisting with the installation of a drainage culvert as an economic development incentive. This N That Farms is moving their business in from rural Marion County to the industrial park on the lot south of Builder's Concrete. This N That Farms provides mechanic service for equipment ranging from mowers up to heavy diesel equipment. City staff regularly use This N That for various equipment.

Attached are two invoices related to the culvert. One is the culvert pipes and the other is from Dalke Construction for materials related to installation. The total ask is \$4,956.30. Morales' project includes a large steel frame building, parking, storage and includes five employees. The employees are not new hires, but there is potential for the business to grow in the future. The new location and exposure will be a boost to business. The culverts themselves are necessary because of the drainage ditching in the area.

**Financial Impact:** Adding the business to the industrial park is a positive for the city. Over the course of the business's life we will receive revenue from property taxes and utilities (not electric). While the current jobs are not new, there is a strong potential for growth in the business. Morales is also not asking for any additional incentives other than the county's neighborhood revitalization rebate. In recent years, the City has provided similar assistance to the Countryside Feed when it expanded in 2022. For that project, the city provided financial assistance to complete the approach on Industrial Rd for the new entrance to the facility.

**Recommendation:** Staff feels that the incentive request is a tangible investment in This N That Farms. It is a business that serves both the city and the surrounding area. This N That has a high growth potential that will pay the city back in many ways. If the council chooses to provide this incentive, then it would be paid from the Industrial Fund which funds economic development activities.



**PLANT**  
**110 N. PERSHING**  
**HUTCHINSON, KS**  
**67501**

**REMIT TO: P.O. BOX 829, HUTCHINSON, KS 67504-0829**

PHONE: (620) 663-1575

<b>INVOICE NO</b>
<b>156833</b>
<b>INVOICE DATE</b>
<b>3/6/2024</b>

SHIPPING POINT	DATE SHIPPED	TAX EXEMPT
HUTCHINSON, KS	Wk of 3/11	HUTCHINSON

<b>S O L O D</b>	This and That Farm
	Mike Moralez
	316-201-8588

<b>S H T I O P</b>	This and That Farm
	225 Santa Fe St
	Hillsboro, KS 67063
	316-201-8588

ORDER NO	ORDER DATE	CUSTOMER NO	SALESPERSON	P.O. NO.	SHIP VIA	TERMS
156833	3/6/2024	1	Michael		Our Truck	COD
QTY SHIP	ITEM NO	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE	
2	947	12" x 30' - 16GA SCSP	FT	22.07	1,324.20	
1	4882	12" DIMPLE BAND	EA	22.07	22.07	
Driver to pickup check.						

SUB TOTAL	1,346.27
TAX 8.6%	128.68
FREIGHT	150.00
<b>TOTAL</b>	<b>\$ 1,624.95</b>

Please pay from this invoice. Interest of 1 1/2% per month (Annual rate of 18%) or the maximum allowed by law will be charged on past due amounts. All Returns shall be subject to a minimum restocking charge of 25% of the purchase price, F.O.B. Seller's plant. Special merchandise restocking charge may exceed 25%, due to the nature of such merchandise. Please visit [www.JJDrainage.com](http://www.JJDrainage.com) for full terms and conditions.

**ORIGINAL INVOICE**

DALKE CONSTRUCTION, INC.

1879 JADE  
HILLSBORO, KS 67063

Bill To:

Morales, Michael  
1281 170th  
Hillsboro KS 67063

Date
3/21/2024

Invoice #
24-0321

Terms
Net 30

Due Date
4/20/2024

Date	Description	Amount
	60 X 100 Building Pad strip / level / pack	1,800.00
	1106 ton screenings	13,272.00
	subtotal \$15072	
	2 - 18" X 30' steel culverts install	1,620.00
	41.25 ton Screenings	150.00
	17.29 ton SS5 rock	495.00
	subtotal \$2628.09	363.09
	install culverts	150.00
	41.25 ton screenings	495.00
	17.06 ton SS5 rock	358.26
	subtotal \$1003.26	

*Submit to The City* (with arrows pointing to 1,620.00, 150.00, and 495.00)

*on us* (with arrows pointing to 150.00, 495.00, and 358.26)

THANK YOU FOR DOING BUSINESS WITH US

Warren and Marty

<b>Subtotal</b>	\$18,703.35
<b>Sales Tax (7.5%)</b>	\$0.00
<b>Total</b>	\$18,703.35
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$18,703.35

Emergency Pho... 620-381-1885

E-mail dalke1construction@gmail.com

All applicable taxes included

## Concrete Crushing Proposal

3-15-2024

The City of Hillsboro's concrete rubble pile is in need of concrete crushing. We accept concrete rubble from contractors who remove concrete from businesses and residents in town and also discarded concrete from city projects. The pile to be crushed is estimated to be around 6,000 tons. Crushing the concrete will make a material suitable for base under the concrete pavement on our upcoming city street projects. Using our material will save us on construction costs because the contractor will not need to have base material trucked in from a quarry. We do have some crushed concrete base material left over from crushing in 2021 but I do not think that we have enough for our upcoming projects and our rubble pile has reached our storage limits so we need to make room for more rubble. We also sell some of the base material to the public.

Listed below is an estimate from Vogts Crushing for crushing our rubble.

\$2,500 Mobilization	\$2,500
\$10.00 per ton	\$60,000
<u>\$350.00 per hour munching x 16 hours</u>	<u>\$5,600</u>
Total	\$68,100

Some of the rubble is too large to fit into the crusher so the pieces need to be sized accordingly. I estimate about 16 hours of munching will be needed.

Listed below is an estimate from Heartstone for crushing our rubble.

Not to exceed \$10,000	\$10,000
\$10.40 per ton	62,400
<u>No less than 6,000 tons crushed or subject to extra diluted efficiency compensation.</u>	
Total	\$72,400

Vogts Crushing is a reputable contractor from the Moundridge area. We have worked with Vogts Crushing two other times and they have also performed dirt work on many of our new street projects in the last 15 years. Vogts produces a consistent and desirable crushed concrete product that is nearly wire free. The last time we needed to crush concrete we hired a different crushing company that had numerous setbacks on other jobs and were not keeping their schedule. This other company also did not get all the wire out of their product and were highly criticized by the agency that they were crushing for. We noticed this, cancelled our crushing arrangements with this company and called Vogts to come crush for us which resulted in a much better product.

The city of Hillsboro has not used Heartstone in the past. I believe that they are a reputable company. The owner Chad Jantz graduated from Tabor College.

I would like to propose using Vogts Crushing to crush the concrete rubble into a usable base material for street projects, other city projects and to sell to the public.

Thank You

Dale Dalke





# HEARTSTONE

1651 SOUTH EISENHOWER WICHITA, KS 67209

## Hillsboro crushing proposal

615 N. Adams St., Hillsboro, KS  
Dale Dalke – Street Supervisor  
620-947-1609

March 28, 2024

Re: Demolition concrete/asphalt aggregates processing at the Hillsboro location

Thank you for the opportunity to submit this proposal. Heartstone proposes to crush demolition concrete and asphalt to 1.5" minus aggregates. Finished product will be handled by stacking conveyors, stacked and stockpiled within location provided for crushing operation. Any additional handling or relocating will be by others. We have the ability to remove all metal from the concrete as we run two magnets. The per ton price applies to all product coming out of our crusher. The prices listed is based on a minimum of 6,000 tons of product. If a lesser amount results, an extra compensation may need to be negotiated to compensate for the diluted efficiencies costs.

### Price

6,000 or more tons of 1.5" minus concrete/asphalt product \$10.40per ton

### Mobilization

Shall not exceed \$10,000

- Proposal validity: Pricing Assumes diesel will not exceed \$4.50 per gallon. Heartstone will honor the price quoted above for 30 days. After this time we reserve the right to revise the price and any other conditions of our proposal.
- Pricing assumes any and all dirt work, grading, excavation, demolition/removal, and any activities outside the normal scope of concrete recycling will not be the responsibility of Heartstone.
- This (signed) proposal will serve as a contract or alternatively, this language and these assumptions will be listed as part of the contract.
- Crushing production is estimated at 700 tons of product product per day.
- Finished product will be measured and billed based off belt scale quantities.
- If dust suppression is necessary, a water source will be provided to us (garden hose hookup)
- Payment terms: Net 15, billed every two weeks.
- Pricing is complete, mobilizations and drone reports included and no extra fees will apply beyond what is described in this pricing.

Respectfully,

Christian Jantz

Recycle Operations Manager



Mark E. Vogts (316) 345-6616

709 N Main  
Newton, KS 67114



Material Crushing & Recycling  
Phone: (316)-804-4977

tonna@vogtsconstruction.com

**BID PROPOSAL**

**DATE: March 1, 2024**

**TO: City of Hillsboro  
Dale Dalke  
118 E Grand Ave.  
Hillsboro, KS 67063**

[ddalke@cityofhillsboro.net](mailto:ddalke@cityofhillsboro.net)

**FROM: MARK VOGTS  
HENKE GALLOWAY**

[vogtsearthmoving@gmail.com](mailto:vogtsearthmoving@gmail.com)  
[henkevogtscrushing@gmail.com](mailto:henkevogtscrushing@gmail.com)

**SCOPE OF WORK:**

This Bid Proposal is for Vogts Crushing LLC, to provide concrete crushing/services for the City of Hillsboro, at the City of Hillsboro yard, 615 North Adams Street Hillsboro, KS, 67063.

**Vogts Crushing LLC, is proposing the following:**

Mobilization	\$ 2500.00
Crushing Concrete	\$ 10.00 (per ton, pile measured upon completion)

Any rubble that will not run properly through our crusher due to size or any large material that is requested to be munched into Rip-Rap or other munching or jackhammer work will be billed out hourly per the equipment prices below:

**360 Komatsu Excavator with Large Muncher -- \$350.00/hour  
JD 120 Excavator with Jack Hammer -- \$195.00/hour**

Water, if needed to be supplied by City of Hillsboro

**Pile Measurement:** The Final Tonnage crushed will be determined by measuring the stockpile of concrete upon completion. Crushed concrete will be measured at 1.4 tons per cubic yard. We will confirm with Mr. Dalke on all measurements.

**Billing will be progressive every 2500 tons. This proposal is good for 30 days.**

Vogts Crushing, LLC is dedicated to quality construction and customer satisfaction. Please let us know if you have any questions or concerns about this estimate.

Mark Vogts, Vogts Crushing, LLC

I accept this estimate: \_\_\_\_\_

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

Matt Stiles,  
City of Hillsboro Administrator

# STATEMENT

Hillsboro Ford, Inc.

202 S Main St Hillsboro, KS 67063-1532  
ph:(620) 947-3134

Customer Account

03/25/2024

Due On: 04/24/2024

THEC12 THE CITY OF HILLSBORO

P.O. Box 125  
HILLSBORO KS 67063

Doc.	Jn	Date	Desc.	Chg.	Pmt.	Bal.
.....	00	02/26/24	Bal. Frw'd.	4284.23	.00	4284.23
62382	30	02/26/24	Invoice 62382	134.26	.00	4418.49
62756	30	03/18/24	AZ184861/THE CITY OF	200.94	.00	4619.43
200224	50	03/21/24	PAYMENT	.00	4284.23	335.20
						-----
Account Balance ... \$						335.20

30 Days:[ \$ .00] 60 Days:[ \$ .00] 90 Days:[ \$ .00] 120 Days:[ \$ .00]

FINANCE CHARGES 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 1.00% per month which is an ANNUAL PERCENTAGE RATE of 12.00% applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

62382 3 H A E E T A R 4 R L 4 6 0 7 5 0 THE CITY OF HILLSBORO 02/24/2024  
 2024 INTERNATIO HV507 RED O P.O. BOX 125 08:40  
 HILLSBORO KS 67063 11:50  
 1900 1900 00/00/00 KS 02/26/2024  
 00/00/00  
 1978 TRUCK NUMBER C: (620) 947-1568 3268  
 H: (620) - W: (620) 947-3162 RYAN\06

(1) PERFORM ANNUAL FIRE TRUCK INSPECTION

Labor	T22	10	133.96
HDW	(HDW)	1	.30
Total Labor			133.96
Total Parts			.30
Total Repair (Customer)			134.26

(22- MERLIN-) A

(2) PDEL

PDEL	T22	.00
Total Repair (Customer)		.00

(22- MERLIN-) A

Next Service	Lube-Oil-Filter	.00	.00 Labor	133.96
		.00	.00 Parts	.30
		.00	.00 Sublet/Fees	.00
		.00	.00 Waste Dispos	.00
		.00	.00 Oil/Grease	.00
		.00	.00 Sub Total	134.26
		.00	.00 Tax	.00
		.00	.00 Total (Due)	134.26



62756 1 G C S K P E 3 X A Z 1 8 4 8 6 1 THE CITY OF HILLSBORO 03/18/2024  
 2010 CHEVROLET SILVERADO RED U 118 E GRAND AVE 15:56  
 HILLSBORO KS 67063 16:13  
 00/00/00 KS 03/18/2024  
 00/00/00  
 C: (620) 947-1568 3268  
 H: (620) 947-1568 W: (620) - RYAN\06

(1) CHECK CRANKS WON'T START  
 PERFORM EEC TEST, NO CODES. CHECKED FUEL Labor T22 10 133.96  
 PRESSURE-60 PSI-OK. CLEANED MAF SENSOR AND Total Labor ..... 133.96  
 THROTTLE BODY.  
 (22- MERLIN-) A Total Repair (Customer )..... 133.96

(2) SERVICE CALL  
 TOW TO SHOP Labor T22 5 66.98  
 Total Labor ..... 66.98  
 (22- MERLIN-) A Total Repair (Customer )..... 66.98

Next Service Lube-Oil-Filter .00 .00 Labor 200.94  
 .00 .00 Parts .00  
 .00 .00 Sublet/Fees .00  
 .00 .00 Waste Dispos .00  
 .00 .00 Oil/Grease .00  
 .00 .00 Sub Total 200.94  
 .00 .00 Tax .00  
 .00 .00 Total (Chrg) 200.94

62756



File Copy

## LAND BANK MEETING

Hillsboro, Kansas

February 6, 2024

1. The City of Hillsboro Land Bank met in regular session via Zoom and in person on Tuesday, February 6, 2024 at 6:30pm with Mayor Lou Thurston and Council members Blake Beye, Byron McCarty, and Ronald Wilkins participating.

Members Absent: Brent Driggers.

2. **Others Participating:** Andrew Kovar, City Attorney; Matt Stiles, City Administrator; Danielle Bartel, City Clerk; Brooke Carroll & James Ging, KPP Energy; David Zeller of 108 S Birch.

3. **CALL TO ORDER:** Mayor Lou Thurston called the meeting to order at 7:40pm.

### 4. BUSINESS ITEMS

**MINUTES FOR APPROVAL:** Administrator Stiles reviewed the minutes for the meeting dated January 23, 2024.

Ronald Wilkins motioned to approve the minutes as presented. Blake Beye seconded. Motion carried.

**306 W GRAND:** Administrator Stiles reviewed the only bid received to purchase the property at 306 W Grand, which was submitted by Gary McCloud. Stiles noted the sale must be published and the property will be sold in as-is condition 30 days following publication.

Byron McCarty motioned to accept the bid from Gary McCloud in the amount of \$7,802. Blake Beye seconded. Motion carried.

**WILLOW GLEN LOT:** Administrator Stiles reviewed the offer from Spring Branch Construction to purchase the lot at 310 W Arbor Court in Willow Glen for \$750. Stiles noted this is the last parcel in Willow Glen that is owned by the Land Bank. Nick Hein of Spring Branch Construction plans to build a home on the property.

Ronald Wilkins motioned to accept the offer from Spring Branch Construction in the amount of \$750. Byron McCarty seconded. Motion carried.

5. **ADJOURNMENT:** Land Bank meeting adjourned at 7:46pm.

ATTEST:

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LOUIS THURSTON, MAYOR

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DANIELLE BARTEL, CITY CLERK

**CITY OF HILLSBORO - LAND BANK**

APRIL 2, 2024

**LAND BANK - VOUCHERS FOR APPROVAL**

<b>DATE</b>	<b>CHECK #</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
3/19/2024	1014	OVERHEAD DOOR CO - AMPI CIRCLE D DOOR - INV #133832	332.02
4/2/2024	1015	MARION CO TREASURER - 2ND HALF TAXES	12,811.96
<b>APRIL 2, 2024</b>			<b>\$ 13,143.98</b>

Mahaney, a Tecta America Company, LLC  
2822 N Mead St  
Wichita, KS 67219  
316-262-4768



# INVOICE

City of Hillsboro  
400 North Main Street  
Hillsboro, KS 67063

DATE 09/15/2023  
DUE DATE 09/15/2023  
INVOICE # 128565

PROPERTY:  
Police Department  
400 North Main Street  
Hillsboro, KS 67063

DESCRIPTION	AMOUNT
Police Department 400 North Main Street Hillsboro, KS 67063	\$17,400.00

BALANCE DUE \$17,400.00  
Please make all checks payable to:  
**Mahaney, a Tecta America Company,  
LLC**

Payment terms: DUE UPON RECEIPT  
All applicable sales tax Included, unless a project exempt certificate is provided.

*Thank you for your business.*

**City Administrator's Report**  
**April 2, 2024**

**Gorges Dairy:** After the last meeting I conferred with our sanitation staff, and we opted to end the lease with Gorges Dairy. Gorges was not happy with the decision, but we agreed that they would have until September 1 to be out of the building. At that time Sanitation will take over the space for operations.

**Mennonite Housing Meeting:** Mennonite Housing hosted a public meeting on Thursday, March 21 at 6:30 PM to discuss the potential Orchard Ridge project. There were a handful of interested people in attendance. Mennonite Housing was able to answer some of the questions that they had about specifics related to the building amenities and development amenities. At the end of the meeting, I received positive comments from those in attendance. The project is still in the application phase with another due date in May and possible decision in summer.

**Building Bridges Program:** HMS/HS hosted its first Building Bridges program on Monday, March 25 starting at 6:30 PM. Dr. Melinda Rangel from Tabor provided a keynote talk about how the program worked and evolved when she was with Newton Public Schools. There was a good and very large panel discussion about how various members of the community found their careers, what they do and what advice they would provide for students. There were about a dozen students and several parents in attendance. It was a great first step in what will hopefully be a multiyear partnership between HMS/HS and local businesses.

**Fire Station Appropriation Request:** At the encouragement of Grace Greene from Congressman LaTurner's office, I submitted an \$8 million funding allocation request for the fire station project. It's unclear if and when we'd have information on the request, but we are planning on moving forward with getting an official design completed. We have met with a new architect and a local builder, Cody Nelson, to discuss the project. I hope to have a formal proposal for the next steps to bring to council in the next few weeks.

**Hospital Zoning Request:** The draft changes to the zoning code that would restrict hospital activities will be moving forward to the Planning Commission in April. The proposal would limit hospital activities to a hospital specific zoning category. It would not restrict clinics or dentists from operating, but would prevent surgical services, certain labs, and inpatient care from happening anywhere but the new district. As with any zoning change, there is a variance or rezoning process that could be used for a new operation. Changes like a variance or rezoning have public processes that would allow advocates from Hillsboro Community Hospital to provide input before a project could happen.

**Parks and Recreation Improvements:** Jerry and I have been working on capital improvements for parks and recreation. The spring and summer we are planning on completing remodeling on the memorial park and sports complex bathrooms. Both of those projects have been Senior Government Class improvement projects for multiple years. We have also priced a new water fountain for the park, a class project proposed this year. We are also going to be painting the shelters in the park and staining the deck on the Scout house. A replacement swing set frame will be installed, and the mulch will be replenished in the playground areas. We are refining the parking lot request, north of the tennis courts, but we have not finalized a timeline on that project.