

CITY OF HILLSBORO
CITY COUNCIL MEETING

Agenda – Regular Meeting - Tuesday, July 25, 2023, at 6:30 p.m.

Zoom Link: <https://us02web.zoom.us/j/81338906250>

- A. Meeting Called to Order
- B. Approval of Consent Agenda
 - 1. Vouchers totaling \$804526.26
 - 2. Minutes for the July 11, 2023 Meeting
- C. Public Comment
- D. Business Items
 - 1. Consideration of Ordinance 1374 authorizing the city to enter a lease-purchase agreement for equipment purchases
 - 2. Consideration of lease-purchase agreement with Central National Bank for \$279,249.34 in equipment
 - 3. Consideration of the retainer agreement with Napoli Shkolnik, PLLC to join the Kansas PFAS Cost Recovery Program
- E. Discussion Items
 - 1. 2024 Budget Draft
 - 2. Trash Out of Town Rates
 - 3. Dumpster Policy
- F. Land Bank Meeting
 - 1. Land Bank Meeting Minutes Approval: 1/17/23, 4/4/23, and 5/16/23
 - 2. Offer for the purchase of Block 2, Lot 2 Willow Glen Addition
- G. City Administrator’s Report
- H. Public Comments
- I. Council Comments
- J. Adjournment

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
4 CENTRAL NATIONAL BANK										
		34419	7/14/2023	3363	ADRIAN & PANKRATZ, PA	345.00				
		34420	7/14/2023	1629	AG POWER	1,213.07				
		34421	7/14/2023	1249	AMERICAN FUN FOOD CO., INC.	.00			VOID:	
		34422	7/14/2023	1249	AMERICAN FUN FOOD CO., INC.	3,166.34				
		34423	7/14/2023	1012	BAKER BROTHERS PRINTING, INC.	402.54				
		34424	7/14/2023	3404	CARDMEMBER SERVICE	90.46				
		34425	7/14/2023	2866	CINTAS CORPORATION	400.00				
		34426	7/14/2023	3161	CINTAS CORPORATION	1,420.69				
		34427	7/14/2023	3257	COMPLIANCE ONE	73.15				
		34428	7/14/2023	1705	CRANMER GRASS FARMING, INC.	1,672.40				
		34429	7/14/2023	3649	D&F SERVICES, LLC	58,750.00				
		34430	7/14/2023	2231	DALE'S SUPERMARKET	86.09				
		34431	7/14/2023	3124	DOUGLAS B DICK	58.30				
		34432	7/14/2023	1172	DPC ENTERPRISES	2,476.98				
		34433	7/14/2023	1037	ELCON SERVICES, INC.	976.92				
		34434	7/14/2023	3023	FAMILY HEALTH AMERICA, L.C.	365.44				
		34435	7/14/2023	1965	HASSMAN TERMITE, INC.	120.00				
		34436	7/14/2023	1212	HILLSBORO PUBLIC LIBRARY	12,000.00				
		34437	7/14/2023	3048	IMAGEQUEST	18.84				
		34438	7/14/2023	3605	J HARLAN CO., INC	298.67				
		34439	7/14/2023	1066	JOST SERVICE, INC.	354.95				
		34440	7/14/2023	1069	TODD D. JOST	15.96				
		34441	7/14/2023	1213	KS HEALTH & ENVIRONMENTAL LABS	1,093.00				
		34442	7/14/2023	3648	KIEFER AQUATICS	2,231.28				
		34443	7/14/2023	1434	LACAL EQUIPMENT, INC.	346.64				
		34444	7/14/2023	1027	LANG DIESEL, INC.	171.28				
		34445	7/14/2023	1226	MARION CO. TRANSFER STATION	1,605.84				
		34446	7/14/2023	3571	MUNICIPAL SUPPLY	2,700.07				
		34447	7/14/2023	1585	NETWORKS PLUS	2,020.00				
		34448	7/14/2023	1475	OFFICE PLUS OF KANSAS	340.74				
		34449	7/14/2023	2768	PROFESSIONAL TURF PRODUCTS, LP	588.42				
		34450	7/14/2023	2601	RAY LINDSEY COMPANY	3,230.91				
		34451	7/14/2023	2071	SHERWIN WILLIAMS	393.48				
		34452	7/14/2023	3260	SITEONE LANDSCAPE SUPPLY, LLC	677.98				
		34453	7/14/2023	3562	THIS N THAT FARM	1,589.18				
		34454	7/14/2023	3491	VALIDITY SCREENING SOLUTIONS	31.00				
		34455	7/14/2023	2952	WESTERN ASSOCIATES	179.76				
		34456	7/14/2023	3647	WHEELER JASON	18.00				
*		4019								
		4020	7/14/2023	2407	GPC&N LLC	2,010.00			ACH	
		4021	7/14/2023	1714	HARCROS CHEMICALS, INC.	6,200.00			ACH	
		4022	7/14/2023	1565	HILLSBORO CONVENTION & VISITOR	2,000.00			ACH	
		4023	7/14/2023	1184	HILLSBORO DEVELOPMENT CORP	300.00			ACH	
		4024	7/14/2023	1216	KANSAS POWER POOL	191,497.09			ACH	
		4025	7/14/2023	1225	K S PUBLISHING VENTURES, LLC	32.35			ACH	
		4026	7/14/2023	2351	MORGAN MARLER	70.74			ACH	
		4027	7/14/2023	2268	ROD'S TIRE & SERVICE, INC.	3,059.75			ACH	
		4028	7/14/2023	2632	SERENITY GARDENS PLANT COMPANY	225.90			ACH	
		4029	7/14/2023	1110	STANION WHOLESALE ELECTRIC 107	848.79			ACH	
		4030	7/14/2023	1114	UNITED INDUSTRIES	1,930.47			ACH	
*		6101130								

CHECKS, E-PAYMENTS & ACH -- \$369,579.41 (07/14/2023)

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
6101131	7/14/2023	1599	ADVANCE INSURANCE COMPANY	244.70		E-PAY				
6101132	7/14/2023	3404	CARDMEMBER SERVICE	496.98		E-PAY				
6101133	7/14/2023	3404	CARDMEMBER SERVICE	3.00		E-PAY				
6101134	7/14/2023	3404	CARDMEMBER SERVICE	219.34		E-PAY				
6101135	7/14/2023	3404	CARDMEMBER SERVICE	622.89		E-PAY				
6101136	7/14/2023	3277	CENTRAL NATIONAL BANK LOAN	3,884.75		E-PAY				
6101137	7/14/2023	1124	FLINT HILLS ELECTRIC	1,932.96		E-PAY				
6101138	7/14/2023	3480	FREEDOM CLAIMS MANAGEMENT INC	9,884.05		E-PAY				
6101139	7/14/2023	3530	HEARTLAND MERCHANT SERVICES	204.98		E-PAY				
6101140	7/14/2023	1718	MARION NATIONAL BANK	14,060.87		E-PAY				
6101141	7/14/2023	1718	MARION NATIONAL BANK	12,737.53		E-PAY				
6101142	7/14/2023	1718	MARION NATIONAL BANK	9,920.36		E-PAY				
6101143	7/14/2023	1718	MARION NATIONAL BANK	5,668.53		E-PAY				

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

BANK TOTALS:	
OUTSTANDING	369,579.41
CLEARED	.00

BANK 4 TOTAL	369,579.41
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
101 GENERAL	30,679.68	30,679.68	.00	.00
102 LIBRARY	12,000.00	12,000.00	.00	.00
105 INDUSTRIAL	58.30	58.30	.00	.00
106 AIRPORT REVOLVING	204.98	204.98	.00	.00
400 CIP	5,267.88	5,267.88	.00	.00
618 WATER	84,899.85	84,899.85	.00	.00
619 ELECTRIC	210,129.73	210,129.73	.00	.00
620 REFUSE	8,598.46	8,598.46	.00	.00
621 SEWER	17,740.53	17,740.53	.00	.00

CHECKS, E-PAYMENTS & ACH -- \$369,579.41 (07/14/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
117970	1	7/14/23	6/30/23	CITY PROSECUTOR FEES	345.00	101	101-530-5201 COURT CONTRACTUAL SERVICES	1
				INVOICE TOTAL	345.00			
				VENDOR TOTAL	345.00			
231870000094	1	7/14/23	7/06/23	LIFE INSURANCE	32.10	101	101-120-5102 ADMIN EMPLOYEE BENEFITS E-PAYMNT 6101131 7/14/23	1
	2			LIFE INSURANCE	10.70	101	101-510-5102 BLDG INSP-EMPLOYEE BENEFIT E-PAYMNT 6101131 7/14/23	1
	3			LIFE INSURANCE	32.10	619	619-830-5102 ELEC DISTB EMPLOYEE BENEFI E-PAYMNT 6101131 7/14/23	1
	4			LIFE INSURANCE	21.40	101	101-330-5102 GOLF EMPLOYEE BENEFITS E-PAYMNT 6101131 7/14/23	1
	5			LIFE INSURANCE	52.80	101	101-210-5102 POLICE EMPLOYEE BENEFITS E-PAYMNT 6101131 7/14/23	1
	6			LIFE INSURANCE	10.70	101	101-320-5102 POOL EMPLOYEE BENEFITS E-PAYMNT 6101131 7/14/23	1
	7			LIFE INSURANCE	20.70	620	620-850-5102 REFUSE DISTB EMPLOYEE BENE E-PAYMNT 6101131 7/14/23	1
	8			LIFE INSURANCE	10.70	101	101-410-5102 STREET EMPLOYEE BENEFITS E-PAYMNT 6101131 7/14/23	1
	9			LIFE INSURANCE	32.10	618	618-810-5102 WTR DISTB EMPLOYEE BENEFIT E-PAYMNT 6101131 7/14/23	1
	10			LIFE INSURANCE	21.40	618	618-812-5102 WATER PROD EMPLOYEE BENEFI E-PAYMNT 6101131 7/14/23	1
				INVOICE TOTAL	244.70			
				VENDOR TOTAL	244.70			
063023	1	7/14/23	6/30/23	PUMP CLEANER	19.99	621	621-870-5301 SEWER DIST COMMODITIES	1
	2			TOOLS,SUPPLIES	75.71	101	101-410-5301 STREET COMMODITIES	1
	3			WASHER FLUID	6.99	101	101-220-5301 FIRE COMMODITIES	1
	4			CABIN AIR FILTER, FREON, OIL	149.68	101	101-410-5215 STREET VEHICLE MAINTENANCE	1
	5			TRANSMISSION FLUID, GREASE	54.63	620	620-850-5215 REFUSE DIST VEHICLE MAINT	1

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SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ	
	6			MOWER PARTS	20.57	101	101-410-5210	1	
	7			FREON	57.45	101	STREET EQUIPMENT MAINTENAN 101-220-5215	1	
	8			SPARK PLUGS, ENGINE OIL	51.06	101	FIRE VEHICLE MAINTENANCE 101-340-5210	1	
	9			LUBE, OIL	44.96	618	SPORTS COMPLEX EQUIP MAINT 618-810-5210	1	
	10			OIL	47.94	621	WTR DIST EQUIP MAINTENANCE 621-870-5210	1	
				INVOICE TOTAL	528.98		SEWER DIST EQUIP MAINTENAN		
22808	1	7/14/23	6/08/23	SPORTS COMPLEX SWITCH	31.64	101	101-340-5301	1	
				INVOICE TOTAL	31.64		SPORTS COMPLEX COMMODITIES		
22814	1	7/14/23	6/09/23	MOWER CLUTCH	652.45	101	101-410-5210	1	
				INVOICE TOTAL	652.45		STREET EQUIPMENT MAINTENAN		
				VENDOR TOTAL	1,213.07				
				1249 AMERICAN FUN FOOD CO., INC.					
053123CR	1	7/14/23	5/31/23	POOL CONCESSIONS	79.30-	101	101-320-5351	1	
				INVOICE TOTAL	79.30-		POOL CONCESSIONS		
2035279-2	1	7/14/23	6/02/23	POOL CONCESSIONS	40.65	101	101-320-5351	1	
				INVOICE TOTAL	40.65		POOL CONCESSIONS		
2035424-1	1	7/14/23	6/02/23	POOL CONCESSIONS	31.12	101	101-320-5351	1	
				INVOICE TOTAL	31.12		POOL CONCESSIONS		
2035550-0	1	7/14/23	6/07/23	POOL CONCESSIONS	183.82	101	101-320-5351	1	
				INVOICE TOTAL	183.82		POOL CONCESSIONS		
2035550-1	1	7/14/23	6/09/23	POOL CONCESSIONS	27.53	101	101-320-5351	1	
				INVOICE TOTAL	27.53		POOL CONCESSIONS		
2035587-0	1	7/14/23	6/06/23	SC CONCESSIONS	210.18	101	101-340-5351	1	
				INVOICE TOTAL	210.18		SPORTS COMPLEX CONCESSIONS		
2035588-0	1	7/14/23	6/07/23	SC CONCESSIONS	276.66	101	101-340-5351	1	
				INVOICE TOTAL	276.66		SPORTS COMPLEX CONCESSIONS		
2035679-0	1	7/14/23	6/09/23	POOL CONCESSIONS	124.72	101	101-320-5351	1	
				INVOICE TOTAL	124.72		POOL CONCESSIONS		

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SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
2035679-1	1	7/14/23	6/16/23	POOL CONCESSIONS	27.53	101	101-320-5351 POOL CONCESSIONS	1
				INVOICE TOTAL	27.53			
2035712-0	1	7/14/23	6/14/23	POOL CONCESSIONS	27.53	101	101-320-5351 POOL CONCESSIONS	1
				INVOICE TOTAL	27.53			
2035713-0	1	7/14/23	6/14/23	SC CONCESSIONS	388.01	101	101-340-5351 SPORTS COMPLEX CONCESSIONS	1
				INVOICE TOTAL	388.01			
2035732-0	1	7/14/23	6/14/23	POOL CONCESSIONS	50.98	101	101-320-5351 POOL CONCESSIONS	1
				INVOICE TOTAL	50.98			
2035791-0	1	7/14/23	6/16/23	POOL CONCESSIONS	230.61	101	101-320-5351 POOL CONCESSIONS	1
				INVOICE TOTAL	230.61			
2035804-0	1	7/14/23	6/16/23	POOL CONCESSIONS	145.71	101	101-320-5351 POOL CONCESSIONS	1
				INVOICE TOTAL	145.71			
2035821-0	1	7/14/23	6/21/23	SC CONCESSIONS	152.65	101	101-340-5351 SPORTS COMPLEX CONCESSIONS	1
				INVOICE TOTAL	152.65			
2035862-0	1	7/14/23	6/21/23	POOL CONCESSIONS	295.10	101	101-320-5351 POOL CONCESSIONS	1
				INVOICE TOTAL	295.10			
2035916-0	1	7/14/23	6/23/23	SC CONCESSIONS	220.28	101	101-340-5351 SPORTS COMPLEX CONCESSIONS	1
				INVOICE TOTAL	220.28			
2035917-0	1	7/14/23	6/23/23	POOL CONCESSIONS	18.36	101	101-320-5351 POOL CONCESSIONS	1
				INVOICE TOTAL	18.36			
2035927-0	1	7/14/23	6/23/23	POOL CONCESSIONS	185.98	101	101-320-5351 POOL CONCESSIONS	1
				INVOICE TOTAL	185.98			
2035953-0	1	7/14/23	6/23/23	SC CONCESSIONS	82.90	101	101-340-5351 SPORTS COMPLEX CONCESSIONS	1
				INVOICE TOTAL	82.90			
2035962-0	1	7/14/23	6/23/23	SC CONCESSIONS	41.38	101	101-340-5351 SPORTS COMPLEX CONCESSIONS	1
				INVOICE TOTAL	41.38			
2035994-0	1	7/14/23	6/28/23	POOL CONCESSIONS	214.66	101	101-320-5351 POOL CONCESSIONS	1

CHECKS, E-PAYMENTS & ACH -- \$369,579.41 (07/14/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				INVOICE TOTAL	214.66			
2036075-0	1	7/14/23	6/30/23	POOL CONCESSIONS	269.28	101	101-320-5351 POOL CONCESSIONS	1
				INVOICE TOTAL	269.28			
				VENDOR TOTAL	3,166.34			
68379	1	7/14/23	6/23/23	1012 BAKER BROTHERS PRINTING, INC. SANITATION VINYL: PRINT/INSTAL	62.99	620	620-850-5301 REFUSE DISTB COMMODITIES	1
				INVOICE TOTAL	62.99			
68439	1	7/14/23	6/29/23		95.00	101	101-210-5301 POLICE COMMODITIES	1
				INVOICE TOTAL	95.00			
68568	1	7/14/23	6/30/23	JUNE STATEMENTS	244.55	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	244.55			
				VENDOR TOTAL	402.54			
070323DB	1	7/14/23	7/03/23	3404 CARDMEMBER SERVICE GOTOMYPC, DASHLANE	54.23	101	101-120-5301 ADMIN COMMODITIES	1
	2			AMERICAN RED CROSS	200.00	101	E-PAYMNT 6101132 7/14/23 101-320-5301 POOL COMMODITIES	1
	3			KS DEPT OF ADMIN	175.00	101	E-PAYMNT 6101132 7/14/23 101-110-5301 LEGISLATIVE COMMODITIES	1
	4			KIOSKBUDDY	50.00	101	E-PAYMNT 6101132 7/14/23 101-330-5301 GOLF COMMODITIES	1
	5			HCTRA TAG - TEXAS	17.75	620	E-PAYMNT 6101132 7/14/23 620-850-5301 REFUSE DISTB COMMODITIES	1
				INVOICE TOTAL	496.98		E-PAYMNT 6101132 7/14/23	
070323DS	1	7/14/23	7/03/23	SPORTS COMPLEX CONCESSIONS	90.46	101	101-340-5351 SPORTS COMPLEX CONCESSIONS	1
				INVOICE TOTAL	90.46			
070323JH	1	7/14/23	7/03/23	1AND1	3.00	101	101-210-5301 POLICE COMMODITIES	1
				INVOICE TOTAL	3.00		E-PAYMNT 6101133 7/14/23	
070323MM	1	7/14/23	7/03/23	KDHE WATER SAMPLES	34.10	618	618-810-5301 WTR DIST COMMODITIES	1
	2			KDHE WATER SAMPLES, SUPPLIES	139.57	618	E-PAYMNT 6101134 7/14/23 618-812-5301	1

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SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	3			ICE, SUPPLIES	39.65	621	WATER PROD COMMODITIES E-PAYMNT 6101134 7/14/23 621-870-5301	1
	4			SCOUT HOUSE TRASH BAGS	6.02	101	SEWER DIST COMMODITIES E-PAYMNT 6101134 7/14/23 101-310-5301	1
				INVOICE TOTAL	219.34		PARK COMMODITIES E-PAYMNT 6101134 7/14/23	
070323MS	1	7/14/23	7/03/23	SC RED DIRECTOR	289.89	101	101-340-5301	1
	2			STREET JOB	333.00	101	SPORTS COMPLEX COMMODITIES E-PAYMNT 6101135 7/14/23 101-410-5301	1
				INVOICE TOTAL	622.89		STREET COMMODITIES E-PAYMNT 6101135 7/14/23	
				VENDOR TOTAL	1,432.67			
071423	1	7/14/23	7/14/23	3277 CENTRAL NATIONAL BANK LOAN P 2014 TRASH TRUCK & MOWER	2,988.05	620	620-850-5534	1
	2			I 2014 TRASH TRUCK & MOWER	896.70	620	REFUSE-LEASE PAYMENTS E-PAYMNT 6101136 7/14/23 620-850-5534	1
				INVOICE TOTAL	3,884.75		REFUSE-LEASE PAYMENTS E-PAYMNT 6101136 7/14/23	
				VENDOR TOTAL	3,884.75			
9230007372	1	7/14/23	7/01/23	2866 CINTAS CORPORATION ZOO PLUS AUTO AGREEMENT	100.00	101	101-330-5301	1
	2			ZOO PLUS AUTO AGREEMENT	100.00	101	GOLF COMMODITIES 101-320-5301	1
	3			ZOO PLUS AUTO AGREEMENT	100.00	618	POOL COMMODITIES 618-810-5301	1
	4			ZOO PLUS AUTO AGREEMENT	100.00	619	WTR DIST COMMODITIES 619-830-5301	1
				INVOICE TOTAL	400.00		ELEC DIST COMMODITIES	
				VENDOR TOTAL	400.00			
063023	1	7/14/23	6/30/23	3161 CINTAS CORPORATION UNIFORMS	1,420.69	619	619-830-5230	1
				INVOICE TOTAL	1,420.69		ELEC-UNIFORM ALLOWANCE	
				VENDOR TOTAL	1,420.69			
306162	1	7/14/23	7/07/23	3257 COMPLIANCE ONE EAP MONTHLY	10.45	101	101-210-5301	1
							POLICE COMMODITIES	

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SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	2			EAP MONTHLY	10.45	618	618-812-5301	1
	3			EAP MONTHLY	10.45	619	619-830-5301	1
	4			EAP MONTHLY	10.45	101	101-410-5301	1
	5			EAP MONTHLY	10.45	621	621-870-5301	1
	6			EAP MONTHLY	10.45	620	620-850-5301	1
	7			EAP MONTHLY	10.45	101	101-350-5301	1
				INVOICE TOTAL	73.15		MUSEUM COMMODITIES	
				VENDOR TOTAL	73.15			
29801	1	7/14/23	6/01/23	1705 CRANMER GRASS FARMING, INC. SPLASH PAD SOD	1,292.90	400	400-610-6309 CIP-SPLASH PAD	1
				INVOICE TOTAL	1,292.90			
29810	1	7/14/23	6/02/23	SPLASH PAD SOD	559.50	400	400-610-6309 CIP-SPLASH PAD	1
				INVOICE TOTAL	559.50			
30026	1	7/14/23	6/15/23	SPLASH PAD SOD	20.00	400	400-610-6309 CIP-SPLASH PAD	1
				INVOICE TOTAL	20.00			
30026-1	1	7/14/23	6/15/23	SPLASH PAD SOD CREDIT	60.00-	400	400-610-6309 CIP-SPLASH PAD	1
				INVOICE TOTAL	60.00-			
R3532	1	7/14/23	6/02/23	SPLASH PAD SOD CREDIT	140.00-	400	400-610-6309 CIP-SPLASH PAD	1
				INVOICE TOTAL	140.00-			
				VENDOR TOTAL	1,672.40			
6358	1	7/14/23	7/06/23	3649 D&F SERVICES, LLC CHLORINE DIOXIDE EQUIP	58,750.00	618	618-812-5327 WTR PROD KDHE PILOT STUDY	1
				INVOICE TOTAL	58,750.00			
				VENDOR TOTAL	58,750.00			
070123REC	1	7/14/23	7/01/23	2231 DALE'S SUPERMARKET SPORTS COMPLEX CONCESSIONS	86.09	101	101-340-5351 SPORTS COMPLEX CONCESSIONS	1
				INVOICE TOTAL	86.09			
				VENDOR TOTAL	86.09			

3124 DOUGLAS B DICK

CHECKS, E-PAYMENTS & ACH -- \$369,579.41 (07/14/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
070723	1	7/14/23	7/07/23	3124 DOUGLAS B DICK MILEAGE REIMBURSEMENT	58.30	105	105-520-5301 INDUSTRIAL COMMODITIES	1
				INVOICE TOTAL	58.30			
				VENDOR TOTAL	58.30			
282000279-23	1	7/14/23	6/27/23	1172 DPC ENTERPRISES CHLORINE	2,476.98	618	618-812-5308 WATER PROD CHEMICALS	1
				INVOICE TOTAL	2,476.98			
				VENDOR TOTAL	2,476.98			
14447	1	7/14/23	6/23/23	1037 ELCON SERVICES, INC. SP DRINKING FTN ELECTRICAL	976.92	400	400-610-6309 CIP-SPLASH PAD	1
				INVOICE TOTAL	976.92			
				VENDOR TOTAL	976.92			
071423	1	7/14/23	7/14/23	3023 FAMILY HEALTH AMERICA, L.C. ADMINISTRATIVE SERVICES	115.44	101	101-110-5201 LEGISLATIVE CONTRACTUAL SE	1
	2			ANNUAL SETUP & RENEWAL FEE	250.00	101	101-110-5201 LEGISLATIVE CONTRACTUAL SE	1
				INVOICE TOTAL	365.44			
				VENDOR TOTAL	365.44			
070323	1	7/14/23	7/03/23	1124 FLINT HILLS ELECTRIC UTILITIES	1,877.05	618	618-812-5280 WATER PRODUCTION UTILITIES E-PAYMNT 6101137 7/14/23	1
	2			UTILITIES	55.91	619	619-830-5280 ELEC DIST UTILITIES E-PAYMNT 6101137 7/14/23	1
				INVOICE TOTAL	1,932.96			
				VENDOR TOTAL	1,932.96			
911280-202307	1	7/14/23	7/11/23	3480 FREEDOM CLAIMS MANAGEMENT INC HEALTH PAYABLE	723.25	619-2294	619-050-2294 HEALTH INS FCMI PAYABLE E-PAYMNT 6101138 7/14/23	1
	2			HEALTH PAYABLE	577.29	620-2294	620-050-2294 HEALTH INS FCMI PAYABLE E-PAYMNT 6101138 7/14/23	1
	3			HEALTH PAYABLE	1,348.10	618-2294	618-050-2294 HEALTH INS FCMI PAYABLE E-PAYMNT 6101138 7/14/23	1
	4			HEALTH PAYABLE	5,087.65	101-2294	101-050-2294 HEALTH INS FCMI PAYABLE E-PAYMNT 6101138 7/14/23	1

CHECKS, E-PAYMENTS & ACH -- \$369,579.41 (07/14/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	5			DENTAL PAYABLE	238.08	619-2287	619-050-2287 DENTAL PAYABLE E-PAYMNT 6101138 7/14/23	1
	6			DENTAL PAYABLE	115.63	620-2287	620-050-2287 DENTAL PAYABLE E-PAYMNT 6101138 7/14/23	1
	7			DENTAL PAYABLE	78.86	621-2287	621-050-2287 DENTAL PAYABLE E-PAYMNT 6101138 7/14/23	1
	8			DENTAL PAYABLE	110.31	618-2287	618-050-2287 DENTAL PAYABLE E-PAYMNT 6101138 7/14/23	1
	9			DENTAL PAYABLE	1,357.38	101-2287	101-050-2287 DENTAL PAYABLE E-PAYMNT 6101138 7/14/23	1
	10			RENEWAL FEE	300.00	101	101-120-5301 ADMIN COMMODITIES E-PAYMNT 6101138 7/14/23	1
	11			CREDIT FORWARD	52.50-	101	101-120-5301 ADMIN COMMODITIES E-PAYMNT 6101138 7/14/23	1
				INVOICE TOTAL	9,884.05			
				VENDOR TOTAL	9,884.05			
17748	1	7/14/23	7/09/23	2407 GPC&N LLC MONITORING	155.00	618	618-812-5201 WATER PROD CONTRACTUAL SER	1
	2			MONITORING	155.00	619	619-830-5201 ELEC DIST CONTRACTUAL SERV	1
	3			MONITORING	155.00	620	620-850-5201 REFUSE DISTB CONTRACTUAL S	1
	4			MONITORING	155.00	621	621-870-5201 SEWER DIST CONTRACTUAL SER	1
	5			MONITORING	155.00	101	101-120-5201 ADMIN CONTRACTUAL SERVICES	1
				INVOICE TOTAL	775.00			
17751	1	7/14/23	7/09/23	BUSINESS IT SUPPORT	128.25	101	101-120-5201 ADMIN CONTRACTUAL SERVICES	1
	2			BUSINESS IT SUPPORT	128.25	620	620-850-5201 REFUSE DISTB CONTRACTUAL S	1
	3			BUSINESS IT SUPPORT	128.25	619	619-830-5201 ELEC DIST CONTRACTUAL SERV	1
	4			BUSINESS IT SUPPORT	128.25	618	618-812-5201 WATER PROD CONTRACTUAL SER	1
	5			BUSINESS IT SUPPORT	128.25	621	621-870-5201 SEWER DIST CONTRACTUAL SER	1
	6			BUSINESS IT SUPPORT	47.50	101	101-110-5201 LEGISLATIVE CONTRACTUAL SE	1
	7			BUSINESS IT SUPPORT	47.50	101	101-340-5201 SPORTS COMPLEX CONT SERVIC	1
	8			BUSINESS IT SUPPORT	23.75	101	101-510-5301 BLDG INSP-COMMODITIES	1

CHECKS, E-PAYMENTS & ACH -- \$369,579.41 (07/14/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	9			BUSINESS IT SUPPORT	403.75	101	101-210-5201	1
	10			BUSINESS IT SUPPORT	71.25	618	POLICE CONTRACTUAL SERVICE 618-810-5201 WTR DIST CONTRACTUAL SERVI	1
				INVOICE TOTAL	1,235.00			
				VENDOR TOTAL	2,010.00			
091000361	1	7/14/23	7/11/23	1714 HARCROS CHEMICALS, INC. FERRIC SULFATE	2,880.00	618	618-812-5308 WATER PROD CHEMICALS	1
				INVOICE TOTAL	2,880.00			
091000362	1	7/14/23	7/11/23	CAUSTIC SODA	3,320.00	618	618-812-5308 WATER PROD CHEMICALS	1
				INVOICE TOTAL	3,320.00			
				VENDOR TOTAL	6,200.00			
062823A	1	7/14/23	6/28/23	1965 HASSMAN TERMITE, INC. SANITATION BUILDING	120.00	620	620-850-5201 REFUSE DISTB CONTRACTUAL S	1
				INVOICE TOTAL	120.00			
				VENDOR TOTAL	120.00			
063023	1	7/14/23	6/30/23	3530 HEARTLAND MERCHANT SERVICES AIRPORT FUEL CC FEE	204.98	106	106-430-5301 AIRPORT REVOLVING COMMODIT E-PAYMNT 6101139 7/14/23	1
				INVOICE TOTAL	204.98			
				VENDOR TOTAL	204.98			
071423	1	7/14/23	7/14/23	1565 HILLSBORO CONVENTION & VISITOR APPROPRIATIONS JUNE & JULY 23	2,000.00	101	101-550-5871 APPROPRIATIONS TO CVB	1
				INVOICE TOTAL	2,000.00			
				VENDOR TOTAL	2,000.00			
071423	1	7/14/23	7/14/23	1184 HILLSBORO DEVELOPMENT CORP SIGN RENTAL: APRIL, JUNE, JULY	300.00	101	101-910-5350 SIGN RENTAL	1
				INVOICE TOTAL	300.00			
				VENDOR TOTAL	300.00			
071423	1	7/14/23	7/14/23	1212 HILLSBORO PUBLIC LIBRARY TAX DISTRIBUTION	12,000.00	102	102-910-5871 APPROPRIATIONS TO LIBRARY	1
				INVOICE TOTAL	12,000.00			
				VENDOR TOTAL	12,000.00			

CHECKS, E-PAYMENTS & ACH -- \$369,579.41 (07/14/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
IN4571027	1	7/14/23	7/07/23	3048 IMAGEQUEST PRINTING OVERAGE	18.84	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	18.84			
				VENDOR TOTAL	18.84			
1618969	1	7/14/23	7/10/23	3605 J HARLAN CO., INC LANYARDS FOR HARNESES	298.67	619	619-830-5301 ELEC DIST COMMODITIES	1
				INVOICE TOTAL	298.67			
				VENDOR TOTAL	298.67			
063023	1	7/14/23	6/30/23	1066 JOST SERVICE, INC. GAS	112.80	101	101-340-5305 SPORTS COMPLEX GAS & OIL	1
	2			GAS	66.21	621	621-870-5305 SEWER DIST GAS & OIL	1
	3			GAS	147.80	619	619-830-5305 ELEC DIST GAS & OIL	1
	4			GAS	28.14	101	101-310-5305 PARK GAS & OIL	1
				INVOICE TOTAL	354.95			
				VENDOR TOTAL	354.95			
24128	1	7/14/23	6/05/23	1069 TODD D. JOST COLD ROLLED ROUND	2.88	619	619-830-5301 ELEC DIST COMMODITIES	1
				INVOICE TOTAL	2.88			
24134	1	7/14/23	6/07/23	SQUARE TUBING	13.08	400	400-610-6309 CIP-SPLASH PAD	1
				INVOICE TOTAL	13.08			
				VENDOR TOTAL	15.96			
071223	1	7/14/23	7/12/23	1216 KANSAS POWER POOL ELECTRIC PURCHASE	191,497.09	619	619-830-5328 ELEC DIST ELECTRIC PURCHAS	1
				INVOICE TOTAL	191,497.09			
				VENDOR TOTAL	191,497.09			
62257	1	7/14/23	7/06/23	1213 KS HEALTH & ENVIRONMENTAL LABS WATER ANALYSIS TESTS	1,093.00	618	618-812-5201 WATER PROD CONTRACTUAL SER	1
				INVOICE TOTAL	1,093.00			
				VENDOR TOTAL	1,093.00			
INV001334025	1	7/14/23	6/27/23	3648 KIEFER AQUATICS LIFEGUARD SUITS & EQUIP	244.25	101	101-320-5301	1

CHECKS, E-PAYMENTS & ACH -- \$369,579.41 (07/14/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ	
				INVOICE TOTAL	244.25		POOL COMMODITIES		
INV001334674	1	7/14/23	6/28/23	LIFEGUARD SUITS & EQUIP	381.06	101	101-320-5301 POOL COMMODITIES	1	
				INVOICE TOTAL	381.06				
INV001335004	1	7/14/23	6/29/23	LIFEGUARD SUITS & EQUIP	1,592.08	101	101-320-5301 POOL COMMODITIES	1	
				INVOICE TOTAL	1,592.08				
INV001336750	1	7/14/23	7/05/23	LIFEGUARD SUITS & EQUIP	13.89	101	101-320-5301 POOL COMMODITIES	1	
				INVOICE TOTAL	13.89				
				VENDOR TOTAL	2,231.28				
				1225 K S PUBLISHING VENTURES, LLC					
111616	1	7/14/23	6/30/23	WEBSITE ADS	32.35	101	101-120-5301 ADMIN COMMODITIES	1	
				INVOICE TOTAL	32.35				
				VENDOR TOTAL	32.35				
				1434 LACAL EQUIPMENT, INC.					
0389856-IN	1	7/14/23	6/28/23	MOWER BLADES	346.64	101	101-410-5210 STREET EQUIPMENT MAINTENAN	1	
				INVOICE TOTAL	346.64				
				VENDOR TOTAL	346.64				
				1027 LANG DIESEL, INC.					
P28376	1	7/14/23	7/07/23	RHINO 15' MOWER SKID SHOE	171.28	101	101-410-5210 STREET EQUIPMENT MAINTENAN	1	
				INVOICE TOTAL	171.28				
				VENDOR TOTAL	171.28				
				1226 MARION CO. TRANSFER STATION					
063023	1	7/14/23	6/30/23	JUNE RECYCLING	1,526.84	620	620-850-5267 REFUSE DIST RECYCLING EXPE	1	
				INVOICE TOTAL	1,526.84				
063023A	1	7/14/23	6/30/23	WTR PROD C&D WASTE	79.00	618	618-812-5301 WATER PROD COMMODITIES	1	
				INVOICE TOTAL	79.00				
				VENDOR TOTAL	1,605.84				
				1718 MARION NATIONAL BANK					
063023	1	7/14/23	6/30/23	P ELECTRIC BUCKET TRUCK	13,311.71	619	619-830-5534 ELEC LEASE PAYMENTS E-PAYMNT 6101140 7/14/23	1	
	2			I ELECTRIC BUCKET TRUCK	749.16	619	619-830-5534	1	

CHECKS, E-PAYMENTS & ACH -- \$369,579.41 (07/14/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
							ELEC LEASE PAYMENTS E-PAYMNT 6101140 7/14/23	
				INVOICE TOTAL	14,060.87			
071023	1	7/14/23	7/10/23	P CASE 580 LOADER BACKHOE	10,769.00	621	621-870-5530 SEWER DIST PRINCIPAL E-PAYMNT 6101141 7/14/23	1
	2			I CASE 580 LOADER BACKHOE	1,968.53	621	621-870-5531 SEWER DIST INTEREST E-PAYMNT 6101141 7/14/23	1
				INVOICE TOTAL	12,737.53			
071023A	1	7/14/23	7/10/23	P HYDRO VAC TRAILER	8,378.83	618	618-812-5533 WATER PROD-REVOLVING LOAN E-PAYMNT 6101142 7/14/23	1
	2			I HYDRO VAC TRAILER	1,541.53	618	618-812-5533 WATER PROD-REVOLVING LOAN E-PAYMNT 6101142 7/14/23	1
				INVOICE TOTAL	9,920.36			
071423	1	7/14/23	7/14/23	P 2022 FORD EXPLORER	5,422.50	101	101-210-5534 LEASE PAYMENTS E-PAYMNT 6101143 7/14/23	1
	2			I 2022 FORD EXPLORER	246.03	101	101-210-5534 LEASE PAYMENTS E-PAYMNT 6101143 7/14/23	1
				INVOICE TOTAL	5,668.53			
				VENDOR TOTAL	42,387.29			
070623	1	7/14/23	7/06/23	2351 MORGAN MARLER MILEAGE REIMBURSEMENT	70.74	621	621-870-5301 SEWER DIST COMMODITIES	1
				INVOICE TOTAL	70.74			
				VENDOR TOTAL	70.74			
0876036-IN	1	7/14/23	6/28/23	3571 MUNICIPAL SUPPLY POINT REPAIRS	820.00	621	621-870-5301 SEWER DIST COMMODITIES	1
				INVOICE TOTAL	820.00			
0876048-IN	1	7/14/23	6/28/23	RESTOCK - PIPE & SETTER	1,280.58	618	618-810-5301 WTR DIST COMMODITIES	1
				INVOICE TOTAL	1,280.58			
0876699-IN	1	7/14/23	6/30/23	RESTOCK 8" FLANGE & ADAPTER	175.39	618	618-810-5301 WTR DIST COMMODITIES	1
				INVOICE TOTAL	175.39			
0876700-IN	1	7/14/23	6/30/23	PILOT - CHLORINE DIOXIDE	147.10	618	618-812-5327 WTR PROD KDHE PILOT STUDY	1
				INVOICE TOTAL	147.10			

CHECKS, E-PAYMENTS & ACH -- \$369,579.41 (07/14/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
0876911-IN	1	7/14/23	6/30/23	REBUILD CHLORINE SWITCH	277.00	618	618-812-5301 WATER PROD COMMODITIES	1
				INVOICE TOTAL	277.00			
				VENDOR TOTAL	2,700.07			
72967	1	7/14/23	6/27/23	1585 NETWORKS PLUS IT REMOTE	345.00	101	101-210-5301 POLICE COMMODITIES	1
				INVOICE TOTAL	345.00			
73093	1	7/14/23	7/01/23	DATTO, M365, EMAIL, SECURITY	335.00	101	101-120-5201 ADMIN CONTRACTUAL SERVICES	1
	2			DATTO, M365, EMAIL, SECURITY	335.00	618	618-812-5201 WATER PROD CONTRACTUAL SER	1
	3			DATTO, M365, EMAIL, SECURITY	335.00	619	619-830-5201 ELEC DIST CONTRACTUAL SERV	1
	4			DATTO, M365, EMAIL, SECURITY	335.00	620	620-850-5201 REFUSE DISTB CONTRACTUAL S	1
	5			DATTO, M365, EMAIL, SECURITY	335.00	621	621-870-5201 SEWER DIST CONTRACTUAL SER	1
				INVOICE TOTAL	1,675.00			
				VENDOR TOTAL	2,020.00			
4080923-0	1	7/14/23	6/07/23	1475 OFFICE PLUS OF KANSAS CREDIT CARD MACHINE TAPE	11.78	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	11.78			
4081096-0	1	7/14/23	6/09/23	OFFICE & CLEANING SUPPLIES	190.01	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	190.01			
4081096-1	1	7/14/23	6/14/23	PENS	24.99	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	24.99			
4081154-0	1	7/14/23	6/14/23	OFFICE SUPPLIES	3.19	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	3.19			
4081314-0	1	7/14/23	6/16/23	CHAIRMAT	89.00	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	89.00			
4081460-0	1	7/14/23	6/21/23	RUBBERBANDS	21.77	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	21.77			
				VENDOR TOTAL	340.74			
1614343-00	1	7/14/23	6/29/23	2768 PROFESSIONAL TURF PRODUCTS, LP REPLACEMENT NOZZELS	588.42	101	101-330-5301	1

CHECKS, E-PAYMENTS & ACH -- \$369,579.41 (07/14/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
							GOLF COMMODITIES	
				INVOICE TOTAL	588.42			
				VENDOR TOTAL	588.42			
2023137	1	7/14/23	7/13/23	2601 RAY LINDSEY COMPANY RESTOCK	3,230.91	621	621-870-5301 SEWER DIST COMMODITIES	1
				INVOICE TOTAL	3,230.91			
				VENDOR TOTAL	3,230.91			
277045	1	7/14/23	6/16/23	2268 ROD'S TIRE & SERVICE, INC. BENCH & PICNIC TABLE SP	2,212.00	400	400-610-6309 CIP-SPLASH PAD	1
				INVOICE TOTAL	2,212.00			
277215	1	7/14/23	6/20/23	FIRE TRUCK BATTERIES X4	603.00	101	101-220-5301 FIRE COMMODITIES	1
				INVOICE TOTAL	603.00			
277632	1	7/14/23	6/29/23	CASE LADER REPAIR	244.75	101	101-410-5210 STREET EQUIPMENT MAINTENAN	1
				INVOICE TOTAL	244.75			
				VENDOR TOTAL	3,059.75			
2023	1	7/14/23	5/29/23	2632 SERENITY GARDENS PLANT COMPANY HFAC PLANTERS	225.90	101	101-320-5301 POOL COMMODITIES	1
				INVOICE TOTAL	225.90			
				VENDOR TOTAL	225.90			
2527-6	1	7/14/23	6/15/23	2071 SHERWIN WILLIAMS WHITE LINE PAINT	393.48	400	400-610-6309 CIP-SPLASH PAD	1
				INVOICE TOTAL	393.48			
				VENDOR TOTAL	393.48			
129827889-001	1	7/14/23	6/15/23	3260 SITEONE LANDSCAPE SUPPLY, LLC NATIVE GRASS SEED	677.98	101	101-330-5301 GOLF COMMODITIES	1
				INVOICE TOTAL	677.98			
				VENDOR TOTAL	677.98			
5550091-00	1	7/14/23	6/08/23	1110 STANION WHOLESALE ELECTRIC 107 STREET LIGHT BULBS	153.45	619	619-830-5301 ELEC DIST COMMODITIES	1
				INVOICE TOTAL	153.45			
5550091-01	1	7/14/23	6/08/23	STREET LIGHT BULBS	49.34	619	619-830-5301	1

CHECKS, E-PAYMENTS & ACH -- \$369,579.41 (07/14/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
							ELEC DIST COMMODITIES	
				INVOICE TOTAL	49.34			
5554676-00	1	7/14/23	6/14/23	STREET LIGHT BULBS	557.03	619	619-830-5301 ELEC DIST COMMODITIES	1
				INVOICE TOTAL	557.03			
5554676-01	1	7/14/23	6/15/23	STREET LIGHT BULBS	88.97	619	619-830-5301 ELEC DIST COMMODITIES	1
				INVOICE TOTAL	88.97			
				VENDOR TOTAL	848.79			
732	1	7/14/23	7/01/23	3562 THIS N THAT FARM AUTOCAR REPAIRS	1,589.18	620	620-850-5210 REFUSE DIST EQUIP MAINTENA	1
				INVOICE TOTAL	1,589.18			
				VENDOR TOTAL	1,589.18			
0074812-IN	1	7/14/23	7/11/23	1114 UNITED INDUSTRIES ACID MAGIC X9	1,930.47	101	101-320-5308 POOL CHEMICALS	1
				INVOICE TOTAL	1,930.47			
				VENDOR TOTAL	1,930.47			
233183	1	7/14/23	7/01/23	3491 VALIDITY SCREENING SOLUTIONS BACKGROUND CHECK AYDEN BRAMMER	31.00	101	101-410-5301 STREET COMMODITIES	1
				INVOICE TOTAL	31.00			
				VENDOR TOTAL	31.00			
117571-1	1	7/14/23	6/29/23	2952 WESTERN ASSOCIATES BILLY HENDRIX X5	74.90	619	619-830-5301 ELEC DIST COMMODITIES	1
	2			LARRY PAWLOSKI X5	74.90	618	618-810-5301 WTR DIST COMMODITIES	1
	3			EXTRA GOLF X2	29.96	101	101-330-5301 GOLF COMMODITIES	1
				INVOICE TOTAL	179.76			
				VENDOR TOTAL	179.76			
071423	1	7/14/23	7/14/23	3647 WHEELER JASON DENTAL INSURANCE REFUND	18.00	618	618-812-5102 WATER PROD EMPLOYEE BENEFI	1
				INVOICE TOTAL	18.00			
				VENDOR TOTAL	18.00			
				CENTRAL NATIONAL BANK TOTAL	369,579.41			

CHECKS, E-PAYMENTS & ACH -- \$369,579.41 (07/14/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
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TOTAL MANUAL CHECKS	.00
TOTAL E-PAYMENTS	59,880.94
TOTAL PURCH CARDS	.00
TOTAL ACH PAYMENTS	208,175.09
TOTAL OPEN PAYMENTS	101,523.38
GRAND TOTALS	369,579.41

CHECKS, E-PAYMENTS & ACH -- \$369,579.41 (07/14/2023)

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
4 CENTRAL NATIONAL BANK								
34457	7/21/2023	3481	2S OUTDOOR POWER	13,151.25				
34458	7/21/2023	1295	MARION COUNTY TREASURER	.00				VOID:
34459	7/21/2023	1295	MARION COUNTY TREASURER	.00				VOID:
34460	7/21/2023	1295	MARION COUNTY TREASURER	28,536.31				

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

BANK TOTALS:	
OUTSTANDING	41,687.56
CLEARED	.00

BANK 4 TOTAL	41,687.56
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
101 GENERAL	2,120.09	2,120.09	.00	.00
106 AIRPORT REVOLVING	195.00	195.00	.00	.00
218 FAMILY AQUATIC CENTER	13,151.25	13,151.25	.00	.00
400 CIP	22,837.26	22,837.26	.00	.00
470 TIF DISTRICT	1,839.06	1,839.06	.00	.00
618 WATER	132.00	132.00	.00	.00
619 ELECTRIC	30.86	30.86	.00	.00
620 REFUSE	132.00	132.00	.00	.00
621 SEWER	1,250.04	1,250.04	.00	.00

CHECKS, E-PAYMENTS & ACH -- \$41,687.56 (07/21/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
				CENTRAL NATIONAL BANK 3481 2S OUTDOOR POWER				
1050	1	7/21/23	7/18/23	GRASSHOPPER MOWER 440B	13,151.25	218	218-710-5501 FAC CAPITAL OUTLAY	1
				INVOICE TOTAL	13,151.25			
				VENDOR TOTAL	13,151.25			
				1295 MARION COUNTY TREASURER				
072123	1	7/21/23	7/21/23	MARION CO TAXES SECOND HALF	66.00	101	101-120-5301 ADMIN COMMODITIES	1
	2			MARION CO TAXES SECOND HALF	97.50	106	106-430-5301 AIRPORT REVOLVING COMMODIT	1
	3			MARION CO TAXES SECOND HALF	11.29	400	400-610-6506 CIP-HILLSBORO HEIGHTS	1
	4			MARION CO TAXES SECOND HALF	15.43	619	619-830-5301 ELEC DIST COMMODITIES	1
	5			MARION CO TAXES SECOND HALF	233.66	101	101-110-5301 LEGISLATIVE COMMODITIES	1
	6			MARION CO TAXES SECOND HALF	66.00	101	101-350-5301 MUSEUM COMMODITIES	1
	7			MARION CO TAXES SECOND HALF	66.00	101	101-320-5301 POOL COMMODITIES	1
	8			MARION CO TAXES SECOND HALF	66.00	620	620-850-5301 REFUSE DISTB COMMODITIES	1
	9			MARION CO TAXES SECOND HALF	524.12	621	621-870-5301 SEWER DIST COMMODITIES	1
	10			MARION CO TAXES SECOND HALF	66.00	101	101-340-5301 SPORTS COMPLEX COMMODITIES	1
	11			MARION CO TAXES SECOND HALF	194.90	470	470-750-5240 TIF MISCELLANEOUS EXPENSE	1
	12			MARION CO TAXES SECOND HALF	66.00	618	618-812-5301 WATER PROD COMMODITIES	1
				INVOICE TOTAL	1,472.90			
072123LB	1	7/21/23	7/21/23	MARION CO TAXES FULL YEAR	22,646.10	400	400-610-6503 CIP-AMPI PROPERTY	1
	2			MARION CO TAXES FULL YEAR	168.58	400	400-610-6506 CIP-HILLSBORO HEIGHTS	1
	3			MARION CO TAXES FULL YEAR	1,124.77	101	101-110-5301 LEGISLATIVE COMMODITIES	1
	4			MARION CO TAXES FULL YEAR	201.80	621	621-870-5301 SEWER DIST COMMODITIES	1
	5			MARION CO TAXES FULL YEAR	1,447.61	470	470-750-5240 TIF MISCELLANEOUS EXPENSE	1
				INVOICE TOTAL	25,588.86			
120722	1	12/07/22	12/07/22	MARION CO TAXES FIRST HALF	66.00	101	101-120-5301 ADMIN COMMODITIES	1
	2			MARION CO TAXES FIRST HALF	97.50	106	106-430-5301 AIRPORT REVOLVING COMMODIT	1
	3			MARION CO TAXES FIRST HALF	11.29	400	400-610-6506 CIP-HILLSBORO HEIGHTS	1
	4			MARION CO TAXES FIRST HALF	15.43	619	619-830-5301	1

CHECKS, E-PAYMENTS & ACH -- \$41,687.56 (07/21/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	6			MARION CO TAXES FIRST HALF	233.66	101	ELEC DIST COMMODITIES 101-110-5301	1
	7			MARION CO TAXES FIRST HALF	66.00	101	LEGISLATIVE COMMODITIES 101-350-5301	1
	12			MARION CO TAXES FIRST HALF	66.00	101	MUSEUM COMMODITIES 101-320-5301	1
	13			MARION CO TAXES FIRST HALF	66.00	620	POOL COMMODITIES 620-850-5301	1
	14			MARION CO TAXES FIRST HALF	524.12	621	REFUSE DISTB COMMODITIES 621-870-5301	1
	15			MARION CO TAXES FIRST HALF	66.00	101	SEWER DIST COMMODITIES 101-340-5301	1
	16			MARION CO TAXES FIRST HALF	196.55	470	SPORTS COMPLEX COMMODITIES 470-750-5240	1
	17			MARION CO TAXES FIRST HALF	66.00	618	TIF MISCELLANEOUS EXPENSE 618-812-5301	1
				INVOICE TOTAL	1,474.55			
				VENDOR TOTAL	28,536.31			
				CENTRAL NATIONAL BANK TOTAL	41,687.56			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	.00			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	41,687.56			
				GRAND TOTALS	41,687.56			

CHECKS, E-PAYMENTS & ACH -- \$41,687.56 (07/21/2023)

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
4 CENTRAL NATIONAL BANK										
		34461	7/26/2023	3613	AG360 INSURANCE	12,933.00				
		34462	7/26/2023	3251	RENSHOUSE	133.46				
		34463	7/26/2023	3107	BARDAVON HEALTH INNOVATIONS	210.00				
		34464	7/26/2023	2715	BRIGHTSPEED	1,592.40				
		34465	7/26/2023	3268	THE BUILDING CENTER	279.87				
		34466	7/26/2023	3616	TYLER EDIGER	180.60				
		34467	7/26/2023	2964	EPP'S SERVICE, INC.	389.27				
		34468	7/26/2023	3561	THE HON COMPANY LLC	1,181.31				
		34469	7/26/2023	2839	JOHN DEERE FINANCIAL	164.94				
		34470	7/26/2023	3632	JOHNSON SERVICE COMPANY	1,500.00				
		34471	7/26/2023	3266	MFA OIL COMPANY	391.54				
		34472	7/26/2023	3422	PLENERT MOWING	2,935.00				
		34473	7/26/2023	2773	VAN WALL EQUIPMENT	1,260.77				
		34474	7/26/2023	2956	VULCAN INDUSTRIES, INC.	588.00				
*		4030								
		4031	7/26/2023	3515	AMAZON CAPITAL SERVICES, INC	1,936.73			ACH	
		4032	7/26/2023	1647	DALE DALKE	91.06			ACH	
		4033	7/26/2023	1044	FOLEY INDUSTRIES	10,340.30			ACH	
		4034	7/26/2023	1503	KS DEPT OF TRANSPORTATION	38,399.29			ACH	
		4035	7/26/2023	1080	K M U	3,793.00			ACH	
		4036	7/26/2023	1085	LEAGUE OF KS MUNICIPALITIES	1,000.00			ACH	
		4037	7/26/2023	3650	KRISTA RICHERT	127.50			ACH	
*		6101143								
		6101144	7/26/2023	1692	K S STATE TREASURER	229,200.00			E-PAY	
		6101145	7/26/2023	1692	K S STATE TREASURER	84,631.25			E-PAY	

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

BANK TOTALS:	
OUTSTANDING	393,259.29
CLEARED	.00

BANK 4 TOTAL	393,259.29
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
101 GENERAL	16,215.80	16,215.80	.00	.00
400 CIP	653.46	653.46	.00	.00
516 GENERAL BOND & INTEREST	352,230.54	352,230.54	.00	.00
618 WATER	5,607.37	5,607.37	.00	.00
619 ELECTRIC	5,911.49	5,911.49	.00	.00
620 REFUSE	2,689.70	2,689.70	.00	.00
621 SEWER	9,950.93	9,950.93	.00	.00

CHECKS, E-PAYMENTS & ACH -- \$393,259.29 (07/26/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
071723	1	7/26/23	7/17/23	CENTRAL NATIONAL BANK 3613 AG360 INSURANCE LINEBACKER INS POLICY	385.00	101	101-110-5220 LEGISLATIVE INS PREMIUMS	1
	2			LAW ENF INS POLICY	276.00	101	101-210-5220 POLICE INSURANCE PREMIUMS	1
	3			INSURANCE PREMIUM	2,454.40	101	101-110-5220 LEGISLATIVE INS PREMIUMS	1
	4			INSURANCE PREMIUM	2,454.40	618	618-812-5220 WATER PROD INSURANCE PREMI	1
	5			INSURANCE PREMIUM	2,454.40	619	619-830-5220 ELEC DISTB INSURANCE PREMI	1
	6			INSURANCE PREMIUM	2,454.40	620	620-850-5220 REFUSE DISTB INS PREMIUM	1
	7			INSURANCE PREMIUM	2,454.40	621	621-870-5220 SEWER DISTB INS PREMIUMS	1
				INVOICE TOTAL	12,933.00			
				VENDOR TOTAL	12,933.00			
19TH-69DR-14CG	1	7/26/23	6/07/23	3515 AMAZON CAPITAL SERVICES, INC COFFEE	44.39	621	621-870-5301 SEWER DIST COMMODITIES	1
				INVOICE TOTAL	44.39			
1C6V-H9Q9-DW77	1	7/26/23	6/17/23	DIAPHRAGM WTR PRESSURE PUMP	103.98	618	618-812-5301 WATER PROD COMMODITIES	1
				INVOICE TOTAL	103.98			
1DCN-GXX6-TWDV	1	7/26/23	7/02/23	CLIPBOARDS	38.95	621	621-870-5301 SEWER DIST COMMODITIES	1
				INVOICE TOTAL	38.95			
1LPN-1K6M-LYJ6	1	7/26/23	6/12/23	ERASERS & KEYBOARD	27.87	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	27.87			
1T66-RTGN-CW7H	1	7/26/23	6/17/23	CPR & FIRST AID SUPPLIES	178.79	101	101-320-5301 POOL COMMODITIES	1
				INVOICE TOTAL	178.79			
1TLH-RCP6-FVRF	1	7/26/23	6/07/23	GARAGE PRO-MIRROR	97.89	621	621-870-5301 SEWER DIST COMMODITIES	1
				INVOICE TOTAL	97.89			
1VYP-PJTK-1PJ1	1	7/26/23	6/05/23	SLUSHIE MACHINE	1,069.39	101	101-320-5301 POOL COMMODITIES	1
				INVOICE TOTAL	1,069.39			
1Y9R-1PKQ-7CDD	1	7/26/23	6/09/23	TENNIS COURTS SQUEEGEE	375.47	101	101-340-5301 SPORTS COMPLEX COMMODITIES	1
				INVOICE TOTAL	375.47			
				VENDOR TOTAL	1,936.73			

CHECKS, E-PAYMENTS & ACH -- \$393,259.29 (07/26/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
1996-1044827	1	7/26/23	7/14/23	3251 RENSENHOUSE MOVE BOX IN VALVE VAULT	133.46	400	400-610-6309 CIP-SPLASH PAD	1
				INVOICE TOTAL	133.46			
				VENDOR TOTAL	133.46			
INV-0001080	1	7/26/23	7/17/23	3107 BARDAVON HEALTH INNOVATIONS AYDEN BRAMMER	110.00	101	101-410-5301 STREET COMMODITIES	1
	2			TYLER EDIGER	100.00	101	101-330-5301 GOLF COMMODITIES	1
				INVOICE TOTAL	210.00			
				VENDOR TOTAL	210.00			
070723	1	7/26/23	7/07/23	2715 BRIGHTSPEED LOCAL PHONE SERVICE	55.60	101	101-120-5280 ADMIN UTILITIES	1
	2			LOCAL PHONE SERVICE	1,193.54	619	619-830-5280 ELEC DIST UTILITIES	1
	3			LOCAL PHONE SERVICE	3.32	101	101-220-5280 FIRE UTILITIES	1
	4			LOCAL PHONE SERVICE	339.94	621	621-870-5280 SEWER DIST UTILITIES	1
				INVOICE TOTAL	1,592.40			
				VENDOR TOTAL	1,592.40			
2306-047023	1	7/26/23	6/06/23	3268 THE BUILDING CENTER PARK BENCH SEATS	167.94	101	101-310-5301 PARK COMMODITIES	1
				INVOICE TOTAL	167.94			
2306-047072	1	7/26/23	6/07/23	TOOLS	48.98	618	618-812-5301 WATER PROD COMMODITIES	1
				INVOICE TOTAL	48.98			
2306-047389	1	7/26/23	6/15/23	SCOUT HOUSE LATTICE	36.99	101	101-310-5301 PARK COMMODITIES	1
				INVOICE TOTAL	36.99			
2306-047412	1	7/26/23	6/15/23	SCOUT HOUSE MATERIALS	25.96	101	101-310-5301 PARK COMMODITIES	1
				INVOICE TOTAL	25.96			
				VENDOR TOTAL	279.87			
071823	1	7/26/23	7/18/23	1647 DALE DALKE FUEL & FOOD REIMBURSEMENT	91.06	101	101-410-5301 STREET COMMODITIES	1
				INVOICE TOTAL	91.06			
				VENDOR TOTAL	91.06			

CHECKS, E-PAYMENTS & ACH -- \$393,259.29 (07/26/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
071323	1	7/26/23	7/13/23	3616 TYLER EDIGER FUEL & INK REIMBURSEMENT	180.60	101	101-330-5301 GOLF COMMODITIES	1
				INVOICE TOTAL	180.60			
				VENDOR TOTAL	180.60			
334267	1	7/26/23	6/30/23	2964 EPP'S SERVICE, INC. GAS	207.09	101	101-210-5305 POLICE GAS & OIL	1
	2			GAS	182.18	101	101-410-5305 STREET GAS & OIL	1
				INVOICE TOTAL	389.27			
				VENDOR TOTAL	389.27			
063023	1	7/26/23	6/30/23	1044 FOLEY INDUSTRIES GENERATOR INSPECTION	2,447.35	101	101-120-5210 ADMIN EQUIP MAINTENANCE	1
	2			GENERATOR INSPECTION	1,172.00	101	101-310-5210 PARK EQUIPMENT MAINTENANCE	1
	3			GENERATOR INSPECTION	4,309.19	621	621-870-5210 SEWER DIST EQUIP MAINTENAN	1
	4			GENERATOR INSPECTION	2,411.76	618	618-812-5210 WATER PROD EQUIPMENT MAINT	1
				INVOICE TOTAL	10,340.30			
				VENDOR TOTAL	10,340.30			
2079916	1	7/26/23	7/14/23	3561 THE HON COMPANY LLC DESK - KRISTA RICHERT	1,181.31	101	101-120-5301 ADMIN COMMODITIES	1
				INVOICE TOTAL	1,181.31			
				VENDOR TOTAL	1,181.31			
1000708700	1	7/26/23	6/12/23	2839 JOHN DEERE FINANCIAL JD TRACTOR 6400 PARTS	164.94	101	101-410-5210 STREET EQUIPMENT MAINTENAN	1
				INVOICE TOTAL	164.94			
				VENDOR TOTAL	164.94			
17082	1	7/26/23	6/05/23	3632 JOHNSON SERVICE COMPANY CLEAN LIFT STATIONS	1,500.00	621	621-870-5201 SEWER DIST CONTRACTUAL SER	1
				INVOICE TOTAL	1,500.00			
				VENDOR TOTAL	1,500.00			
071223	1	7/26/23	7/12/23	1503 KS DEPT OF TRANSPORTATION P TRF LOAN PAYMENT	36,642.75	516	516-700-5535 B & I-ADAMS STREET	1
	2			I TRF LOAN PAYMENT	1,640.67	516	516-700-5535	1

CHECKS, E-PAYMENTS & ACH -- \$393,259.29 (07/26/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	3			FEES TRF LOAN PAYMENT	115.87	516	B & I-ADAMS STREET 516-700-5535 B & I-ADAMS STREET	1
				INVOICE TOTAL	38,399.29			
				VENDOR TOTAL	38,399.29			
18055	1	7/26/23	7/03/23	1080 K M U 3Q DUES	352.95	101	101-410-5201 STREET CONTRACTUAL SERVICE	1
	2			3Q DUES	823.55	619	619-830-5201 ELEC DIST CONTRACTUAL SERV	1
	3			3Q DUES	352.95	621	621-870-5101 SEWER DIST PERSONAL SERVIC	1
	4			3Q DUES	235.30	620	620-850-5201 REFUSE DISTB CONTRACTUAL S	1
	5			3Q DUES	352.95	618	618-812-5201 WATER PROD CONTRACTUAL SER	1
	6			3Q DUES	235.30	618	618-810-5201 WTR DIST CONTRACTUAL SERVI	1
				INVOICE TOTAL	2,353.00			
200007608	1	7/26/23	5/16/23	UNDERGROUND WORKSHOP	1,440.00	619	619-830-5301 ELEC DIST COMMODITIES	1
				INVOICE TOTAL	1,440.00			
				VENDOR TOTAL	3,793.00			
071223	1	7/26/23	7/12/23	1692 K S STATE TREASURER P GO SERIES 2019	160,000.00	516	516-700-5530 B & I-PRINCIPAL E-PAYMNT 6101144 7/26/23	1
	2			I GO SERIES 2019	69,200.00	516	516-700-5531 B & I-INTEREST E-PAYMNT 6101144 7/26/23	1
				INVOICE TOTAL	229,200.00			
071223B	1	7/26/23	7/12/23	I GO SERIES 2019 B	84,631.25	516	516-700-5531 B & I-INTEREST E-PAYMNT 6101145 7/26/23	1
				INVOICE TOTAL	84,631.25			
				VENDOR TOTAL	313,831.25			
7081	1	7/26/23	7/17/23	1085 LEAGUE OF KS MUNICIPALITIES ANNUAL CONFERENCE REGISTRATION	1,000.00	101	101-110-5301 LEGISLATIVE COMMODITIES	1
				INVOICE TOTAL	1,000.00			
				VENDOR TOTAL	1,000.00			
1233015	1	7/26/23	7/19/23	3266 MFA OIL COMPANY PROPANE	166.32	101	101-340-5326 SPORTS COMPLEX DIESEL-PROP	1

CHECKS, E-PAYMENTS & ACH -- \$393,259.29 (07/26/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	2			PROPANE	225.22	621	621-870-5326 SEWER DIST DIESEL & PROPAN	1
				INVOICE TOTAL	391.54			
				VENDOR TOTAL	391.54			
038	1	7/26/23	7/05/23	3422 PLENERT MOWING SPLASH PAD MOWING	100.00	400	400-610-6309 CIP-SPLASH PAD	1
				INVOICE TOTAL	100.00			
039	1	7/26/23	7/05/23	SCHEFFLER HOUSE MOWING	500.00	101	101-350-5201 MUSEUM CONTRACTUAL SERVICE	1
				INVOICE TOTAL	500.00			
040	1	7/26/23	7/05/23	AREA 4 MOWING	420.00	400	400-610-6512 CIP-WILLOW GLEN ADDITION	1
				INVOICE TOTAL	420.00			
041	1	7/26/23	7/05/23	CONTRACT MOWING	478.75	101	101-350-5201 MUSEUM CONTRACTUAL SERVICE	1
	2			CONTRACT MOWING	478.75	101	101-310-5201 PARK CONTRACTUAL SERVICES	1
	3			CONTRACT MOWING	478.75	101	101-320-5201 POOL CONTRACTUAL SERVICES	1
	4			CONTRACT MOWING	478.75	101	101-310-5201 PARK CONTRACTUAL SERVICES	1
				INVOICE TOTAL	1,915.00			
				VENDOR TOTAL	2,935.00			
072023	1	7/26/23	7/20/23	3650 KRISTA RICHERT DENTAL REIMBURSEMENT	97.50	101	101-120-5102 ADMIN EMPLOYEE BENEFITS	1
	2			VISION REIMBURSEMENT	30.00	101	101-120-5102 ADMIN EMPLOYEE BENEFITS	1
				INVOICE TOTAL	127.50			
				VENDOR TOTAL	127.50			
5951920	1	7/26/23	7/13/23	2773 VAN WALL EQUIPMENT REPAIR FAIRWAY MOWER	1,260.77	101	101-330-5210 GOLF EQUIPMENT MAINTENANCE	1
				INVOICE TOTAL	1,260.77			
				VENDOR TOTAL	1,260.77			
23364-17816	1	7/26/23	7/12/23	2956 VULCAN INDUSTRIES, INC. SWIVEL JOINTS	588.00	621	621-870-5301 SEWER DIST COMMODITIES	1
				INVOICE TOTAL	588.00			
				VENDOR TOTAL	588.00			

CHECKS, E-PAYMENTS & ACH -- \$393,259.29 (07/26/2023)

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				CENTRAL NATIONAL BANK TOTAL	393,259.29		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	313,831.25		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	55,687.88		
				TOTAL OPEN PAYMENTS	23,740.16		
				GRAND TOTALS	393,259.29		

CHECKS, E-PAYMENTS & ACH -- \$393,259.29 (07/26/2023)

Hillsboro, Kansas
July 11, 2023

1. The City Council met in regular session via Zoom and in person on Tuesday, July 11, 2023 at 6:30pm with Mayor Lou Thurston and Council members Blake Beye, David Loewen and Byron McCarty participating.

Members Absent: Brent Driggers.

2. **Others Participating:** Andrew Kovar, City Attorney; Matt Stiles, City Administrator; Danielle Bartel, City Clerk. Dr David Janzen and Jeremy Ensey of Tabor College; Dale Dalke, Street Department; Todd Helmer, Electric Department.

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

4. APPROVAL OF CONSENT AGENDA

MINUTES for the regular meeting dated June 27, 2023.

VOUCHERS in the amount of \$233,928.68.

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

5. **PUBLIC COMMENTS:** None.

6. **DR DAVID JANZEN, CKEC:** Dr David Janzen, President of Tabor College, provided an update on the Central Kansas Entrepreneurship Center (CKEC). Janzen introduced Jeremy Ensey as the new director of the CKEC. Ensey shared of his background as it relates to entrepreneurship and teaching.

CONSIDERATION OF MOU FOR 2023-2024: Administrator Stiles highlighted changes to the MOU from the prior year for both Tabor and the City. The MOU will be reviewed annually for renewal.

Council member Beye motioned to approve the MOU with Tabor College as presented. Council member McCarty seconded. Motion carried.

CONSIDERATION OF TERMINATION AGREEMENT FOR 111 E 1st: Administrator Stiles noted the termination of the lease agreement with Tabor College for the 111 E 1st building is part of the agreement previously approved.

Council member McCarty motioned to approve termination of the lease agreement with Tabor College for 111 East 1st Street. Council member Beye seconded. Motion carried.

CONSIDERATION OF LEASE AGREEMENT FOR 701 S MAIN: Administrator Stiles reviewed the proposed lease agreement with Tabor College. Council member McCarty motioned to approve the lease agreement. Council member Beye seconded. Motion carried.

7. **TODD HELMER, ELECTRIC DEPARTMENT SUPERINTENDENT:** Todd Helmer presented the annual department head report for the Electric Department. He shared of personnel changes and his excitement to have a full crew with the addition of Jesse Dirks and Billy Hendrix. Helmer highlighted upcoming projects, training, and ongoing supply chain delays. Mayor Thurston thanked Todd and his crew for their good work.

8. BUSINESS ITEMS

ORDINANCE 1373 – CONDITIONAL USE PERMIT FOR CHILDCARE: Administrator Stiles shared the Planning Commission's recommendation to approve the conditional use permit for a childcare center at 211 S Elm. He shared of neighbor's concerns regarding the sewer, and one neighbor's concern of alley use and traffic speed. Stiles believes staff can address the sewer concerns and will work with the childcare center to develop ways to minimize alley use and control traffic speeds.

Council member Loewen motioned to adopt Ordinance 1373 granting a conditional use permit for a childcare center at 211 S Elm and authorize the Mayor to sign. Council member McCarty seconded. Motion carried 3-0.

SEALED BID FOR 2023 COMPACT TRACTOR PURCHASE: Street department superintendent Dale Dalke shared the need to replace the compact tractor and staff's recommendation to purchase the replacement from LDI.

Council member McCarty motioned to accept the bid from LDI and authorize the purchase a compact tractor at a cost of \$31,440. Council member Beye seconded. Motion carried.

PARKS/SPORTS COMPLEX MOWER: Administrator Stiles shared the urgent need for a replacement mower and reviewed the staff recommendation for the Grasshopper 440 from 2S Outdoor Power.

Council member Beye motioned to approve the purchase of a Grasshopper 440 from 2S Outdoor Power at a cost of \$13,151.25. Council member McCarty seconded. Motion carried.

HILLSBORO FORD INVOICES: Administrator Stiles reviewed the Hillsboro Ford invoices. Council member Loewen motioned to approve payment to Hillsboro Ford in the amount of \$31.48. Council member McCarty seconded. Council member Beye abstained. Motion carried.

MEETINGS IN JULY AND AUGUST: Administrator Stiles reviewed the upcoming meeting dates and reminded Council of the budget reporting requirements. Council member McCarty motioned to move the next regularly scheduled meeting to Tuesday, July 25 at 6:30pm. Council member Beye seconded. Motion carried.

Council discussed August meeting dates and noted no changes would be made to the August meeting schedule.

9. DISCUSSION ITEMS:

BUDGET PRESENTATION: Administrator Stiles presented an overview of the 2024 draft budget. He noted the increased assessed valuation and described the assessed valuation process. Stiles highlighted employee wages and equipment replacement. He shared of staff's recommendation to send a notification to the County Clerk that the City will exceed the revenue neutral rate.

NOTIFICATION TO COUNTY CLERK REGARDING REVENUE NEUTRAL RATE: Administrator Stiles reviewed the notification requirements and proposed holding the budget and RNR hearings at the September 5 meeting.

Council member Loewen motioned to notify the county clerk that the city will exceed the revenue neutral rate at a proposed mill levy of 42.139. Council member Beye seconded. Motion carried.

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

- Alternative Housing Overlay Application
- High Toxicity Algal Toxins
- Reservoir Water for Wolf Creek
- Chlorine Dioxide Pilot Project
- Trash Service
- Health Insurance Savings Report
- LKM Conference is October 7-9
- Street Position
- Sales Tax Report
- Splash Pad Dedication on July 28 at 12pm

Mayor Thurston highlighted the KDHE Pilot Study at the water plant and commended the water department staff for their ability to adapt to the challenges described.

11. PUBLIC COMMENTS: None.

12. COUNCIL COMMENTS: Council member Loewen shared his appreciation for those attending the Igloo event. Council member McCarty shared residents' concerns regarding the speed limit around the splash pad. He also inquired about pickleball at the Tabor College tennis courts. Administrator Stiles responded that the Recreation Commission is currently working with Tabor College to place lines on the tennis courts for pickleball.

13. ADJOURNMENT: Council meeting adjourned at 8:06pm.

ATTEST:

LOUIS THURSTON, MAYOR

DANIELLE BARTEL, CITY CLERK

Staff Report

To: Honorable Mayor and City Council

From: Matt Stiles, City Administrator

Date: 07/25/2023

Re: Ordinance 1379 and Lease-Purchase Agreement

Background: Ordinance 1379 authorizes the city to enter into a lease purchase agreement with Central National Bank for the purchase of equipment. The specific equipment is the heavy brush truck for the Fire Department, the tandem axle dump truck for the Street Department and utilities, and the replacement sprayer for the golf course, parks and sports complex.

The lease-purchase agreement with Central National Bank is for a total \$279,249.34. The term is 5 years at 5.78%. There is no penalty for advanced payment. The agreement was developed by TWG and contains all the necessary provisions to accommodate the application statutes that apply to municipal lending. In approved the agreement would be funded on August 15 with payments beginning September 15.

Financial Impact: The lease-purchase was factored into the decisions to purchase the above equipment. Funding for the lease payments will come from the Fire Equipment Reserve fund and the Equipment Reserve funds. Both of which are adequately funded for the current year and in the 2024 budget. Both funds are non-budgeted funds in the budget.

Recommendation: Staff recommends adoption of Ordinance 1379 and authorizing the Mayor to sign. In a second action, staff recommends approval of the lease-purchase agreement.

(Published in *The Hillsboro Star Journal* on August 3, 2023)

ORDINANCE NO. 1374

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF HILLSBORO, KANSAS, AUTHORIZING THE PURCHASE OF EQUIPMENT, AUTHORIZING AND PROVIDING FOR THE EXECUTION OF A LEASE PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF HILLSBORO, AS LESSEE, AND THE CENTRAL NATIONAL BANK, AS LESSOR, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY THE COSTS OF SAID EQUIPMENT; AND PROVIDING FOR THE EXECUTION OF ALL ANCILLARY DOCUMENTS IN CONNECTION WITH SUCH FINANCING AND MAKING CERTAIN OTHER COVENANTS WITH RESPECT THERETO.

WHEREAS, under the Constitution and statutes of the State of Kansas, particularly K.S.A. 10-1116b and 10-1116c (the “Act”), the City of Hillsboro, Kansas (the “City”) is empowered to enter into leases and lease-purchase agreements for the lease of real and personal property upon such terms and conditions as deemed necessary by the governing body of the City; and

WHEREAS, the governing body of the City finds it necessary and desirable to acquire new equipment named in the Lease Purchase Agreement (the “Equipment”) to further its governmental and public purposes, but does not have sufficient moneys on hand to purchase the Equipment; and

WHEREAS, in order to provide for the financing of the acquisition of the Equipment, the governing body has determined and hereby determines that it is in the best interest of the City that the City and Central National Bank, Hillsboro, Kansas (the “Lessor”) enter into a Lease Purchase Agreement (hereinafter defined) to provide for the financing of the Equipment and for the leasing by the City from the Lessor of the Equipment; and

WHEREAS, the Lease Purchase Agreement does not involve the purchase or acquisition of land or buildings, and furthermore does not contain provisions for annual payments in excess of 3% of the total amount budgeted for expenditure by the City during the current year (excluding debt service); and

WHEREAS, the governing body hereby finds and determines that it is necessary to provide for the form, details and conditions of the financing and the documentation required to accomplish same, and to approve and authorize the execution of the Lease Purchase Agreement, and to make certain covenants and agreements in connection therewith.

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

SECTION 1. Authority to Acquire the Equipment. It is hereby found and determined to be necessary and desirable, and in the best interests of the City, to acquire the Equipment (as defined above).

SECTION 2. Authority for and Execution of Lease Purchase Agreement. It is hereby found, determined and declared to be necessary, and it is hereby authorized, ordered and directed that the City lease the Equipment from the Lessor; and that in connection therewith, the Mayor and City Clerk shall execute on behalf of the City an Equipment Lease/Purchase Agreement (the “Lease Purchase Agreement”), between the City, as lessee, and Lessor, as lessor, for the purpose of providing for the lease of the Equipment; said Lease Purchase Agreement to be in substantially the form as it is presented today with such minor corrections or amendments thereto as the Mayor of the City shall approve, which approval shall be evidenced by his execution thereof.

SECTION 3. Rental Payments. The Rental Payments required by the Lease Purchase Agreement shall be made from funds budgeted and appropriated for that purpose during the City’s current budget year and other funds lawfully available to the City for such purpose, in accordance with the Lease Purchase Agreement, and as provided by law, and shall not be paid from any other moneys or sources (except to the extent paid from moneys attributable to proceeds from insurance policies, condemnation awards or awards resulting from defaults under certain circumstances).

SECTION 4. Non-Arbitrage Covenant. The City hereby covenants that so long as any of the Rental Payments remain outstanding and unpaid under the Lease Purchase Agreement, there will be no use made of the proceeds therefrom which, if such use had been reasonably expected on the date of execution and delivery, would have caused them to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”); and that it will comply with all applicable requirements of Section 148 of the Code and the Rules and Regulations of the United States Treasury Department thereunder for so long as any of the Rental Payments under the Lease Purchase Agreement remain outstanding and unpaid. The City hereby further covenants to take all such action in its power as may be required from time to time in order to assure the continued exclusion from gross income for the purpose of Federal income taxation of the interest component on the Rental Payments, and to comply with all provisions of the Code, as the same be amended, and any applicable Rules and Regulations of the United States Treasury Department thereunder.

SECTION 5. Designation as Qualified Tax-Exempt Obligation. The governing body of the City hereby designates the Lease Purchase Agreement a “qualified tax-exempt obligation” as defined in Section 265(b)(3) of the Code.

SECTION 6. Further Authority. The Mayor and City Clerk are hereby individually authorized, directed and empowered, acting jointly or singly, in the name of the City, to expend such funds and do or cause to be done all such further acts and things as they, acting jointly or singly, may deem necessary, advisable, convenient, or proper in connection with the execution and delivery of any such Lease Purchase Agreement and in connection with or incidental to the carrying of the same into effect, including without limitation the execution, acknowledgment, and delivery of such certificates of authority, incumbency certificates, acceptance certificates, receipts, bills of sale, and any and all certificates, instruments and documents which may be required by Lessor under or in connection with the Lease Purchase Agreement (including but not limited to the preparation and filing of Internal Revenue Service Form 8038-G, or such other form or forms as may be required by the Internal Revenue Service in connection with the City’s issuance of tax-exempt obligations).

SECTION 7. Effective Date. This Ordinance shall be in force and take effect from and after its adoption and approval and publication once in the official newspaper of the City.

[Remainder of Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED by a majority vote of the governing body of the City of Hillsboro, Kansas this 25th day of July, 2023.

CITY OF HILLSBORO, KANSAS

[seal]

Lou Thurston, Mayor

ATTEST:

Danielle Bartel, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Hillsboro, Kansas met in regular session, at the usual meeting place in the City on July 25, 2023 at 6:30 p.m., with Mayor Lou Thurston presiding, and the following members of the governing body present:

and the following members absent:

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

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF HILLSBORO, KANSAS, AUTHORIZING THE PURCHASE OF EQUIPMENT, AUTHORIZING AND PROVIDING FOR THE EXECUTION OF A LEASE PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF HILLSBORO, AS LESSEE, AND THE CENTRAL NATIONAL BANK, AS LESSOR, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY THE COSTS OF SAID EQUIPMENT; AND PROVIDING FOR THE EXECUTION OF ALL ANCILLARY DOCUMENTS IN CONNECTION WITH SUCH FINANCING AND MAKING CERTAIN OTHER COVENANTS WITH RESPECT THERETO.

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

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of Minutes of the July 25, 2023 meeting of the governing body of the City of Hillsboro, Kansas.

[seal]

Danielle Bartel, City Clerk

EQUIPMENT LEASE PURCHASE AGREEMENT

This Equipment Lease Purchase Agreement, dated as of August 15, 2023, and entered into between Central National Bank, Hillsboro, Kansas (“Lessor”), and the City of Hillsboro, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (“Lessee”).

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

2. **Term.** The “Commencement Date” for the Lease is the date when interest commences to accrue under such Lease which date shall be the Funding Date referred to in Exhibit A-1. On said Commencement Date, Lessor shall deposit the total principal amount referred to in Exhibit A-1 (i.e., \$279,249.34), less a \$375 origination fee payable to Lessor, with Lessee, and Lessee shall act as purchasing agent of Lessor. The “Lease Term” for the Lease means the Original Term and all Renewal Terms therein provided. The “Original Term” means the period from the Commencement Date for the Lease until the end of Lessee’s fiscal year (the “Fiscal Period”) in effect at such Commencement Date. The “Renewal Term” for the Lease is each term thereafter having a duration that is coextensive with the Fiscal Period.

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

4. **Tax and Arbitrage Representations.** Lessee hereby represents as follows: (a) the estimated total costs of the Equipment listed in the Exhibit A will not be less than the total principal portion of the Rental Payments listed in the Rental Payment Schedule (Exhibit A-1);

(b) the Equipment listed has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts deposited with Lessee to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date; (c) no proceeds of the Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance; (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments; (e) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments; (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (“Code”), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation; and (g) Lessee intends that this Lease not constitute a “true” lease for federal income tax purposes.

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

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

7. **Non-Appropriation.** Lessee is obligated only to pay such Rental Payments as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, such Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of

such termination at least 30 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If the Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

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

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

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

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

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

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

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

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

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

17. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or

improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 20. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

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

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

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

20. **Purchase Option.** Lessee shall have the option to purchase Lessor’s interest in all of the Equipment, upon giving written notice to Lessor at least 30 days before the date of

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

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

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

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

23. **Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to the Lease and other amounts payable by Lessee under

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

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

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

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

27. **Kansas Statutory Requirements.**

(A) The amount or capital cost required to purchase the Equipment if paid for by cash is \$278,874.34.

(B) The stated nominal rate is 5.78% or the annual average effective interest cost is 5.936%.

(C) The amount included in the payments for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost is \$-0-.

[Remainder of Page Intentionally Left Blank]

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

CITY OF HILLSBORO, KANSAS

By _____
Louis Thurston, Mayor

“LESSEE”

CENTRAL NATIONAL BANK
Hillsboro, Kansas

By _____
Michael Padgett, Regional Lending Manager

“LESSOR”

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

Equipment

2010 Freightliner Dump Truck, VIN 1FVHC7CV3ADAS2098, \$97,600

2023 Navistar Brush Truck, VIN 445YRL460750004, \$118,155

2023 Toro Multi Pro1750 iPro sprayer, Serial Number 412898571, \$63,119.34

EXHIBIT A-1
TO
EQUIPMENT LEASE/PURCHASE AGREEMENT

Rental Payment Schedule and Purchase Option Price

Date: 07/17/2023

Central National Bank

Page 1

Funding Date:	08/15/2023	Compounding:	U.S. Rule	Principal:	279,249.34
First Payment Date:	09/15/2023	Period:	Actual/365	Initial Interest Rate:	0.000%
		Pmt Schedule:	Monthly	Interest Rate:	5.780%
				Pmt Amount:	5,371.09

Payment Number	Payment Date	Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
1	09/15/2023	31	\$5,371.09	1,370.85	4,000.24	275,249.10	\$4,000.24
2	10/15/2023	30	\$5,371.09	1,307.62	4,063.47	271,185.63	\$8,063.71
3	11/15/2023	31	\$5,371.09	1,331.26	4,039.83	267,145.80	\$12,103.54
4	12/15/2023	30	\$5,371.09	1,269.13	4,101.96	263,043.84	\$16,205.50
2023	Totals:		21,484.36	5,278.86	16,205.50		
5	01/15/2024	31	\$5,371.09	1,291.29	4,079.80	258,964.04	\$20,285.30
6	02/15/2024	31	\$5,371.09	1,271.27	4,099.82	254,864.22	\$24,385.12
7	03/15/2024	29	\$5,371.09	1,170.42	4,200.67	250,663.55	\$28,585.79
8	04/15/2024	31	\$5,371.09	1,230.52	4,140.57	246,522.98	\$32,726.36
9	05/15/2024	30	\$5,371.09	1,171.15	4,199.94	242,323.04	\$36,926.30
10	06/15/2024	31	\$5,371.09	1,189.57	4,181.52	238,141.52	\$41,107.82
11	07/15/2024	30	\$5,371.09	1,131.34	4,239.75	233,901.77	\$45,347.57
12	08/15/2024	31	\$5,371.09	1,148.23	4,222.86	229,678.91	\$49,570.43
13	09/15/2024	31	\$5,371.09	1,127.50	4,243.59	225,435.32	\$53,814.02
14	10/15/2024	30	\$5,371.09	1,070.97	4,300.12	221,135.20	\$58,114.14
15	11/15/2024	31	\$5,371.09	1,085.56	4,285.53	216,849.67	\$62,399.67
16	12/15/2024	30	\$5,371.09	1,030.18	4,340.91	212,508.76	\$66,740.58
2024	Totals:		64,453.08	13,918.00	50,535.08		
17	01/15/2025	31	\$5,371.09	1,043.21	4,327.88	208,180.88	\$71,068.46
18	02/15/2025	31	\$5,371.09	1,021.97	4,349.12	203,831.76	\$75,417.58
19	03/15/2025	28	\$5,371.09	903.78	4,467.31	199,364.45	\$79,884.89
20	04/15/2025	31	\$5,371.09	978.69	4,392.40	194,972.05	\$84,277.29
21	05/15/2025	30	\$5,371.09	926.25	4,444.84	190,527.21	\$88,722.13
22	06/15/2025	31	\$5,371.09	935.31	4,435.78	186,091.43	\$93,157.91
23	07/15/2025	30	\$5,371.09	884.06	4,487.03	181,604.40	\$97,644.94
24	08/15/2025	31	\$5,371.09	891.50	4,479.59	177,124.81	\$102,124.53
25	09/15/2025	31	\$5,371.09	869.51	4,501.58	172,623.23	\$106,626.11
26	10/15/2025	30	\$5,371.09	820.08	4,551.01	168,072.22	\$111,177.12
27	11/15/2025	31	\$5,371.09	825.07	4,546.02	163,526.20	\$115,723.14
28	12/15/2025	30	\$5,371.09	776.86	4,594.23	158,931.97	\$120,317.37
2025	Totals:		64,453.08	10,876.29	53,576.79		
29	01/15/2026	31	\$5,371.09	780.20	4,590.89	154,341.08	\$124,908.26
30	02/15/2026	31	\$5,371.09	757.67	4,613.42	149,727.66	\$129,521.68
31	03/15/2026	28	\$5,371.09	663.89	4,707.20	145,020.46	\$134,228.88
32	04/15/2026	31	\$5,371.09	711.91	4,659.18	140,361.28	\$138,888.06
33	05/15/2026	30	\$5,371.09	666.81	4,704.28	135,657.00	\$143,592.34
34	06/15/2026	31	\$5,371.09	665.95	4,705.14	130,951.86	\$148,297.48
35	07/15/2026	30	\$5,371.09	622.11	4,748.98	126,202.88	\$153,046.46
36	08/15/2026	31	\$5,371.09	619.54	4,751.55	121,451.33	\$157,798.01
37	09/15/2026	31	\$5,371.09	596.21	4,774.88	116,676.45	\$162,572.89
38	10/15/2026	30	\$5,371.09	554.29	4,816.80	111,859.65	\$167,389.69
39	11/15/2026	31	\$5,371.09	549.12	4,821.97	107,037.68	\$172,211.66
40	12/15/2026	30	\$5,371.09	508.50	4,862.59	102,175.09	\$177,074.25
2026	Totals:		64,453.08	7,696.20	56,756.88		

Date: 07/17/2023

Central National Bank

Page 2

Funding Date:	08/15/2023	Compounding:	U.S. Rule	Principal:	279,249.34
First Payment Date:	09/15/2023	Period:	Actual/365	Initial Interest Rate:	0.000%
		Pmt Schedule:	Monthly	Interest Rate:	5.780%
				Pmt Amount:	5,371.09

Payment Number	Payment Date	Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
41	01/15/2027	31	\$5,371.09	501.58	4,869.51	97,305.58	\$181,943.76
42	02/15/2027	31	\$5,371.09	477.68	4,893.41	92,412.17	\$186,837.17
43	03/15/2027	28	\$5,371.09	409.75	4,961.34	87,450.83	\$191,798.51
44	04/15/2027	31	\$5,371.09	429.30	4,941.79	82,509.04	\$196,740.30
45	05/15/2027	30	\$5,371.09	391.97	4,979.12	77,529.92	\$201,719.42
46	06/15/2027	31	\$5,371.09	380.60	4,990.49	72,539.43	\$206,709.91
47	07/15/2027	30	\$5,371.09	344.61	5,026.48	67,512.95	\$211,736.39
48	08/15/2027	31	\$5,371.09	331.42	5,039.67	62,473.28	\$216,776.06
49	09/15/2027	31	\$5,371.09	306.68	5,064.41	57,408.87	\$221,840.47
50	10/15/2027	30	\$5,371.09	272.73	5,098.36	52,310.51	\$226,938.83
51	11/15/2027	31	\$5,371.09	256.79	5,114.30	47,196.21	\$232,053.13
52	12/15/2027	30	\$5,371.09	224.21	5,146.88	42,049.33	\$237,200.01
2027	Totals:		64,453.08	4,327.32	60,125.76		
53	01/15/2028	31	\$5,371.09	206.42	5,164.67	36,884.66	\$242,364.68
54	02/15/2028	31	\$5,371.09	181.07	5,190.02	31,694.64	\$247,554.70
55	03/15/2028	29	\$5,371.09	145.55	5,225.54	26,469.10	\$252,780.24
56	04/15/2028	31	\$5,371.09	129.94	5,241.15	21,227.95	\$258,021.39
57	05/15/2028	30	\$5,371.09	100.85	5,270.24	15,957.71	\$263,291.63
58	06/15/2028	31	\$5,371.09	78.34	5,292.75	10,664.96	\$268,584.38
59	07/15/2028	30	\$5,371.09	50.67	5,320.42	5,344.54	\$273,904.80
60	08/15/2028	31	\$5,370.78	26.24	5,344.54	.00	\$279,249.34
2028	Totals:		42,968.41	919.08	42,049.33		
Grand Totals:			322,265.09	43,015.75	279,249.34		

This amortization schedule is provided to you for your convenience. The amortization may include estimates based upon information provided by you. Actual terms of credit offered by us may vary from this amortization schedule. The outstanding balance shown above will vary from your actual outstanding balance owed to the Bank because of the timing of payments.

Funding Date:	08/15/2023	Compounding:	U.S. Rule	Principal:	279,249.34
First Payment Date:	09/15/2023	Period:	Actual/365	Initial Interest Rate:	0.000%
		Pmt Schedule:	Monthly	Interest Rate:	5.780%
				Pmt Amount:	5,371.09

Payment Number	Payment Date	Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
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3	11/15/2023	31	\$5,371.09	1,331.26	4,039.83	267,145.80	\$12,103.54
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9	05/15/2024	30	\$5,371.09	1,171.15	4,199.94	242,323.04	\$36,926.30
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11	07/15/2024	30	\$5,371.09	1,131.34	4,239.75	233,901.77	\$45,347.57
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31	03/15/2026	28	\$5,371.09	663.89	4,707.20	145,020.46	\$134,228.88
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2028	Totals:		42,968.41	919.08	42,049.33		
Grand Totals:			322,265.09	43,015.75	279,249.34		

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Staff Report

To: Honorable Mayor and City Council

From: Matt Stiles, City Administrator

Date: 07/25/2023

Re: PFABS Cost Recovery Participation

Background: Attached are several documents related to the polyfluoroalkyl (PFABS) national settlements with chemical producers such as 3M for contamination of water and wastewater streams. PFABS are synthetic chemicals used in products resistant to water, heat, and stains. Ingesting high levels of PFABS can cause increased cholesterol, liver damage, disrupt thyroid function, decrease fertility, and increase risk for certain types of cancer. The City has tested for and treated for these chemicals in our water system.

The Kansas Rural Water Association (KRWA) and the National Rural Water Association (NRWA) have engaged Napoli Shkolnik to help manage a cost recovery program. The retainer agreement would enter the city into the pool with other KRWA members to be eligible for recovery of costs related to testing, treatment, and remediation of PFABS in our systems.

Financial Impact: There is no initial cost to be included. This is not a lawsuit, but a cost recovery program which makes the city eligible for costs incurred related to PFABS. There is a 25% attorney's fee for Napoli Shkolnik and any fees related to filing if there is a settlement amount to be had. The example listed is the city receiving \$65 out of a \$100 settlement. Recovering 65-75% of the costs associated with PFABS could be significant for the city considering they have already been detected in the water supply.

Recommendation: Staff recommends the council consider joining the cost recovery program with KRWA and NRWA by approving the retainer agreement with Napoli Shkolnik.

Subject: Kansas PFAS Cost Recovery Program

The Kansas Rural Water Association has teamed up with National Rural Water Association (NRWA) to make you aware of a PFAS Cost Recovery Program that we strongly encourage your utility to register into, at no cost, to protect your utility and rate payers from a PFAS contamination financial burden.

When the 2016 health advisory was issued by U.S. EPA, the NRWA Board of Directors, which is comprised of a National Director from all 50 state affiliates including KRWA, voted to engage the Napoli Shkolnik law firm to file a cost recovery action that would allow all utilities to register and recover any current and projected future expenses for testing, treatment and remediation due to PFAS contamination upon any potential settlement or judgement in your favor.

For clarification, this is not a class action lawsuit as there are multiple classes of plaintiffs, thus they are combined into what is called multidistrict litigation. The three points we want to stress to utilities are:

1. The action is cost recovery, not punitive.
2. The litigation is filed against the global manufacturers of the compounds and does not impact local companies who may have used them.
3. There is zero upfront cost to register the utility onto the cost rolls, however, a system must be registered prior to any settlement or judgement being reached in order to benefit. While there is no timeframe as to when a settlement may be finalized, those settlement talks are underway. The recently announced revised health advisory from EPA will further place pressure on a potential settlement being reached.

There is no threshold or cost to register onto the cost recovery rolls, we encourage all systems to register and protect their system and ratepayers from a potential increased financial burden. Systems should register regardless of testing or detection status. Registering onto the cost recovery rolls is like an insurance policy without a premium and if asked by your customers, a strong positive message that the system has undertaken action to lessen any financial burden resulting from PFAS contamination.

Time is of the essence; the EPA recently released proposed MCLs on PFAS and PFOA as low as four parts per trillion (ppt). One ppt is the equivalent of a single drop in 20 Olympic-sized swimming pools, each of which holds 660,000 gallons or the equivalent of one (1) inch in 16-million miles or one (1) cent in \$10 billion or one (1) second in 320 centuries. The consensus is if PFAS is detected in a public water supply sample, it will exceed the new MCLs.

Finally, EPA is planning to designate PFOS and PFOA as hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). All these factors raise the potential for a large financial impact if these forever compounds are detected at your utility.

The Kansas Rural Water Association encourages you to take the first step and register your utility at www.napolilaw.com/nrwa-pfas.

Sincerely,

Elmer Ronnebaum, General Manager

PFAS Cost Recovery Program

The Kansas Rural Water Association and the National Rural Water Association engaged the law firm of Napoli Shkolnik to file a cost recovery action to provide water and wastewater systems the opportunity to recover any current or future expenses for testing, treatment and remediation of PFAS contamination. Registering onto the cost recovery rolls is like an insurance policy without a premium and if asked by your customers, a strong positive message that the system has undertaken action to lessen any financial burden resulting from PFAS contamination.

Time is of the essence; we encourage all systems to register NOW!

NO COST

- Zero upfront cost to register the utility onto the cost rolls.
- A system must be registered prior to any settlement or judgement being reached in order to benefit.

DON'T MISS OUT

- While there is no timeframe as to when a settlement may be finalized, those settlement talks are underway.

NO TESTING REQUIRED

- There is no threshold or cost to register onto the cost recovery rolls.
- Systems should register regardless of testing or detection status.

COMPLY WITH GUIDELINES

- The EPA recently released proposed MCLs on PFAS and PFOA as low as four parts per trillion.

HOW TO REGISTER AND PROTECT YOUR UTILITY FROM OUT-OF-POCKET COSTS:



Call Sam Wade, Water Consultant at 580-917-1425

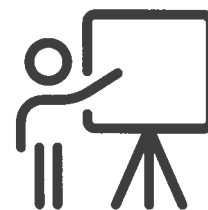


Email Sam Wade, Water Consultant, at swade@napolilaw.com



Register at www.napolilaw.com/nrwa-pfas

Formal presentations are available to your utility and can be arranged by contacting Sam Wade at swade@napolilaw.com or 580-917-1425.





RETAINER AGREEMENT

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE STATE OF KANSAS GENERAL ARBITRATION STATUTE

_____ (Client) retains the Law Firm of Napoli Shkolnik PLLC, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies by per- and polyfluoroalkyl and related substances (PFAS/PFOA), 1,4 Dioxane and other emerging hazardous contaminants. We specifically agree as follows:

1. FEE PERCENTAGE: Client and Law Firm agree that the Law Firm shall be paid Twenty-Five Percent (25%) of the sum recovered, whether by suit, settlement or otherwise. Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.

2. DISBURSEMENTS: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee or disbursements for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

3. COMPUTATION OF FEES. The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	\$100.00
25% Attorney's Fee	\$ <u>25.00</u>
Net settlement	\$ 75.00
Disbursements	<u>-\$ 10.00</u>
Net to Client	\$ 65.00

4. **WITHDRAWAL:** The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

5. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

6. **STATUTE OF LIMITATIONS:** We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

7. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

8. **RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly

or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

9. APPROVAL NECESSARY FOR SETTLEMENT: Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

10. ASSOCIATION OF OTHER ATTORNEYS: The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

11. ASSOCIATE COUNSEL: The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

12. KANSAS OR APPLICABLE LAW TO APPLY: This Agreement shall be considered construed under and in accordance with the laws of the State of Kansas or applicable law and the rights, duties and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Kansas or applicable law.

13. ARBITRATION: Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in any court having jurisdiction in Kansas. This arbitration provision shall be enforceable in either federal or state court in Kansas pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in



such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any court in Kansas having jurisdiction.

14. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

15. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS _____ day of _____,
20_____

**THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT AND
THE KANSAS GENERAL ARBITRATION STATUTE**

(Name of Client)

NAPOLI SHKOLNIK, PLLC

By: _____

Printed Name

Printed Name of Attorney

Email Address: _____



Title: _____

Address: _____

Phone: _____

Aqueous Film-Forming Foams (AFFF) Products Liability Litigation (MDL 2873)
Instructions to Answer the Public Water Systems Questionnaire

Thank you for your interest in participating in the Aqueous Film-Forming Foams (AFFF) products Liability Litigation (MDL 2873). To ensure your participation, please follow the instructions below and complete the "Public Water System Questionnaire".

This document consists of three sections: "PWS Information," "PWS Contact Information," and "Water Source Summary Information." Additionally, there are two appendices: Appendix A for Impacted Water Sources (IWS) and Appendix B for Non-Impacted Water Sources (NIWS). Please note that each well or surface water intake is considered one water source and an Appendix must be answered for each one. Questions 21 to 24 relate to remedial actions. The three sections of the questionnaire are:

1. PWS Information: Please answer questions 1 to 12 in this section. Provide accurate and complete information about your Public Water System (PWS).
2. PWS Contact Information: Answer questions 13 to 17 in this section. Ensure that all contact information provided is correct so that we can reach you if necessary.
3. Water Source Summary Information: Respond to questions 18 to 20 in this section. Provide a summary of information regarding your water sources.

Appendix A: Includes questions about your Impacted Water Sources (IWS). An IWS is a water source with any historical detection of any PFAS. Please complete Appendix A, **for each** Impacted Water Source (IWS) in your PWS. Remember that each well or surface water intake is considered a separate water source. If, for example, you have four impacted wells, you must answer Appendix A four times, once for each IWS.

Appendix B: Non-Impacted Water Sources (NIWS). An NIWS is a water source that has been tested for any PFAS and there was no detection. For each NIWS your PWS has, please complete an Appendix B. Each well or surface water intake is considered one water source. If, for instance, you have one non-impacted well, you must answer Appendix B once for that NIWS.

Our firm is prepared to assist you in answering all the questions provided in the questionnaire. If you require any support or have any concerns, please feel free to reach out to us.

We are here to help!

We appreciate the time and effort you take to answer all the questions in this questionnaire. Your participation is crucial to the successful resolution of this case. Please ensure that all information provided is accurate and complete. Your cooperation is highly valued.

Thank you once again for your cooperation, and we look forward to your prompt response.

Aqueous Film-Forming Foams (AFFF) Products Liability Litigation (MDL 2873)
Public Water Systems Questionnaire

<u>PUBLIC WATER SYSTEM (PWS) INFORMATION</u>			
1. Water System Name & PWSID			
2. Employer Identification Number			
3. PWS Facility Address			
4. PWS "General" Email (if available)			
5. Is the PWS a public utility or an investor-owned utility?			
6. Is the PWS classified as Active in the federal Safe Drinking Water Information System?	YES	<input type="checkbox"/>	NO <input type="checkbox"/>
7. Does the PWS serve at least 15 service connections used by year-round residents?	YES	<input type="checkbox"/>	NO <input type="checkbox"/>
8. Does the PWS serve at least 25 year-round residents?	YES	<input type="checkbox"/>	NO <input type="checkbox"/>
9. Is the PWS classified as a community water system in the federal Safe Drinking Water Information System (SDWIS)?	YES	<input type="checkbox"/>	NO <input type="checkbox"/>
10. Is the PWS classified as a Non-Transient Non-Community Water System in the SDWIS?	YES	<input type="checkbox"/>	NO <input type="checkbox"/>
If yes, does the PWS serve more than 3,300 people?	YES	<input type="checkbox"/>	NO <input type="checkbox"/>
11. Is the PWS in the United States of America or one of its territories?	YES	<input type="checkbox"/>	NO <input type="checkbox"/>
12. Is the PWS owned by a state (or territory of the United States) or the federal government?	YES	<input type="checkbox"/>	NO <input type="checkbox"/>
<u>PWS CONTACT INFORMATION</u>			
<u>*Please note that communication for this litigation may extend into the year 2030. Please provide contact information as necessary.</u>			
13. Name and Title of PWS Primary Contact			
14. Email and Telephone Address for Primary Contact			

15. Name and Title of PWS Secondary Contact	
16. Email and Telephone Address for Secondary Contact	
17. PWS Mailing Address	

<u>WATER SOURCE SUMMARY INFORMATION</u>	<u>Groundwater</u> <u>Quantity</u>	<u>Surface Water</u> <u>Quantity</u>
18. How many groundwater wells and/or surface water systems are owned and operated by the PWS?		
19. How many of these groundwater wells and/or surface water systems have been analyzed using a state or federal agency-approved analytical method and show a measurable concentration of PFAS?		
20. How many of these have been analyzed using a state or federal agency-approved analytical method and DO NOT show a measurable concentration of PFAS?		

Appendix A

IMPACTED WATER SOURCE (IWS) QUESTION

Please complete and submit information from this section for **EACH** Impacted Water Sources.

Note : If one surface water treatment plant is treating both surface water and groundwater, please only submit Surface Water System information for that impacted water source. DO NOT submit Groundwater Source information for that source.

Name or description of the PFAS impacted water source (IWS).	
Is this a Groundwater Well or Surface Water IWS?	
Does the PWS own this Impacted Water Source?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Does the PWS operate this Impacted Water Source?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Was the water from this Impacted Water Source ever (in the past or in the future) intended to be used as drinking water?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Has the U.S Environmental Protection Agency (EPA) identified the source of contamination? If yes, what is the name of the facility?	YES <input type="checkbox"/> NO <input type="checkbox"/> <hr/>

IMPACTED WATER SOURCE FLOW RATE

For the following years, please enter the maximum flowrate for the impacted source. Please indicate if the measurement is in gallons per minute (GPM) or million gallons per day (MGD). If the source was not in use during any of these years, please leave that year blank.

YEAR	MAXIMUM FLOW RATE	GPM OR MGD
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		

How was the maximum flow rate determined?

PFOA CONTAMINATION TESTING

Highest historical PFOA concentration in lab issued documentation:	
Date of Sampling:	
Name of the person who took the sample:	
Company of the person who took the sample:	
Date of analysis:	
Highest historical PFOA concentration converted to parts per trillion (PPT):	
Name of laboratory that performed the analysis:	
Facility address of laboratory that performed the analysis:	
What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?	

PFOS CONTAMINATION TESTING

Highest historical PFOS concentration in lab issued documentation:	
Date of Sampling:	
Name of the person who took the sample:	
Company of the person who took the sample:	
Date of analysis:	
Highest historical PFOA concentration converted to parts per trillion (PPT):	
Name of laboratory that performed the analysis:	
Facility address of laboratory that performed the analysis:	
What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?	

OTHER PFAS CONTAMINATION TESTING (IF APPLICABLE)

Highest historical concentration of one other PFAS Chemical in lab issued documentation:	
Date of Sampling:	
Name of the person who took the sample:	
Company of the person who took the sample:	
Date of analysis:	
Highest historical PFOA concentration converted to parts per trillion (PPT):	
Name of laboratory that performed the analysis:	
Facility address of laboratory that performed the analysis:	
What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?	

DOCUMENTATION REQUIREMENTS

Please submit ALL documentation reflecting the information provided above including the following:

1. Lab issued documentation demonstrating historical maximum detections of PFOA, PFOS, and other PFAS
2. Average and Maximum flow rate of Impacted Water Source

Appendix B

NON-IMPACTED WATER SOURCE INFORMATION QUESTIONS Please fill out this section for EACH Non-Impacted Water Sources.	
Name or description of the non-impacted water source.	
Is this a Groundwater Well or Surface Water IWS?	
Does the PWS own this Non-Impacted Water Source?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Does the PWS operate this Non-Impacted Water Source?	YES <input type="checkbox"/> NO <input type="checkbox"/>
NO DETECTION OF CONTAMINATION TESTING	
Date of analysis:	
Name of laboratory that performed the analysis:	
Facility address of laboratory that performed the analysis:	
What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?	

IMPACTED WATER SOURCE (IWS) QUESTION Please complete and submit information from this section for <u>EACH</u> Impacted Water Sources. Note : If one surface water treatment plant is treating both surface water and groundwater, please only submit Surface Water System information for that impacted water source. DO NOT submit Groundwater Source information for that source.	
Name or description of the PFAS impacted water source (IWS).	
Is this a Groundwater Well or Surface Water IWS?	
Does the PWS own this Impacted Water Source?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Does the PWS operate this Impacted Water Source?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Was the water from this Impacted Water Source ever (in the past or in the future) intended to be used as drinking water?	YES <input type="checkbox"/> NO <input type="checkbox"/>

Has the U.S Environmental Protection Agency (EPA) identified the source of contamination? If yes, what is the name of the facility?	YES <input type="checkbox"/> NO <input type="checkbox"/>
---	--

IMPACTED WATER SOURCE FLOW RATE

For the following years, please enter the maximum flowrate for the impacted source. Please indicate if the measurement is in gallons per minute (GPM) or million gallons per day (MGD). If the source was not in use during any of these years, please leave that year blank.

YEAR	MAXIMUM FLOW RATE	GPM OR MGD
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		

How was the maximum flow rate determined?

PFOA CONTAMINATION TESTING

Highest historical PFOA concentration in lab issued documentation:	
Date of Sampling:	
Name of the person who took the sample:	
Company of the person who took the sample:	
Date of analysis:	
Highest historical PFOA concentration converted to parts per trillion (PPT):	
Name of laboratory that performed the analysis:	
Facility address of laboratory that performed the analysis:	

What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?	
PFOS CONTAMINATION TESTING	
Highest historical PFOS concentration in lab issued documentation:	
Date of Sampling:	
Name of the person who took the sample:	
Company of the person who took the sample:	
Date of analysis:	
Highest historical PFOA concentration converted to parts per trillion (PPT):	
Name of laboratory that performed the analysis:	
Facility address of laboratory that performed the analysis:	
What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?	
OTHER PFAS CONTAMINATION TESTING (IF APPLICABLE)	
Highest historical concentration of one other PFAS Chemical in lab issued documentation:	
Date of Sampling:	
Name of the person who took the sample:	
Company of the person who took the sample:	
Date of analysis:	
Highest historical PFOA concentration converted to parts per trillion (PPT):	
Name of laboratory that performed the analysis:	
Facility address of laboratory that performed the analysis:	

What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?	
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DOCUMENTATION REQUIREMENTS

Please submit ALL documentation reflecting the information provided above including the following:

1. Lab issued documentation demonstrating historical maximum detections of PFOA, PFOS, and other PFAS
2. Average and Maximum flow rate of Impacted Water Source

NON-IMPACTED WATER SOURCE INFORMATION QUESTIONS

Please fill out this section for EACH Non-Impacted Water Sources.

Name or description of the non-impacted water source.	
Is this a Groundwater Well or Surface Water IWS?	
Does the PWS own this Non-Impacted Water Source?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Does the PWS operate this Non-Impacted Water Source?	YES <input type="checkbox"/> NO <input type="checkbox"/>

NO DETECTION OF CONTAMINATION TESTING

Date of analysis:	
Name of laboratory that performed the analysis:	
Facility address of laboratory that performed the analysis:	
What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?	

21. Has there been any remedial actions taken by the water district?¹ YES NO

If yes, what are they:

¹ For example, you had to take a well from service, or built a new well far from the contamination source.

22. Has The Water System expended monetary resources to initiate the design and/or installation of a Water Treatment System specifically for PFAS (granular activated carbon (GAC), Ion Exchange, or reverse osmosis (RO))? YES NO

If yes, what are they:

23. Does The Water District have existing and operable treatment systems installed and intended to remove contaminants *other than* PFAS (granular activated carbon (GAC), Ion Exchange, or reverse osmosis (RO))? YES NO

24. Has The Water District tested positive for any other man-made, organic chemical that is regulated by the Federal Safe Drinking Water Act and could reasonably be eliminated by the same treatment technologies used for PFAS? YES NO

If yes, which ones:

Thank you for taking the time to fill out this information sheet!

A MESSAGE FROM THE PFAS COST RECOVERY TEAM

OUR EXPERIENCE AND LEADERSHIP

Napoli, with over 30 years of experience, has the capability to successfully advise and represent Your community. Our firm has demonstrated, through national leadership roles in numerous mass tort and class action cases, that we have both the financial resources and the legal, human, intellectual, and technological capital to successfully pursue and obtain substantial results to benefit its clients in this PFAS Cost Recovery Program. Notable examples of this expertise include leadership in the current AFFF litigation (Aqueous Film Forming Foam), as well as in Opioid and other related drug and device cases. Our firm is able and prepared, as necessary, to advance and invest millions of dollars in time and out-of-pocket expenses, with the firm's recovery contingent upon a successful outcome, in the pursuit of the Your community claims in PFAS contamination matters.

OUR TEAM

The legal team Napoli has committed to this litigation is comprised of five partners, eighteen associates, as well as paralegal and technology support staff. We maintain low rates of turnover, assuring consistency in our work.

Mr. Paul Napoli will be serving as our primary attorney in this litigation and is nationally renowned for his leadership in the area of environmental mass tort, complex liability cases, and representing municipalities, with more than 25 years of experience. Notably, and specifically important in this case, Paul has been appointed Co-Lead Counsel in the *In re: Aqueous Film-Forming Foams (AFFF) Products Liability Multi District Litigation* (MDL) 2873 by Judge Richard M. Gergel, the District Judge in the District of South Carolina overseeing the AFFF MDL. In short, Paul has been and will be at the table for every significant decision, procedure and activity in this case. This will mean that our ability to represent the interests of Your community will be front and center.

Mr. Napoli and our team of attorneys tackling this litigation have significant experience in environmental litigation, and is organized to address PFOA contamination, environmental hazards, air pollution, pesticides, hazardous waste, oil spills, water contamination disease clusters, fracking and energy exploration and soil contamination.

INDUSTRY RECOGNITION

Napoli attorneys have been recognized by some of the most prestigious publications, including the "Top 100 Trial Lawyers" and "Top 10 Environmental Trial Lawyers" by National Trial Lawyers. We have also been included in the invitation-only Multi-Million Dollar Advocates Forum® for the numerous multi-million-dollar verdicts and settlements we have been able to secure on behalf of our

clients.

Fortune Magazine has recognized Napoli as “America’s Premier Lawyers”, our attorneys are regularly named to Super Lawyers® lists across the country, and the firm was selected as one of the “Best Law Firms in New York” in 2021 by *U.S. News & World Report*. In all, our team is not just able to demonstrate consistency and stability in practice, but rather, exceeding this requirement by demonstrating a stellar track record that would be instrumental in representing Towns in this PFAS Cost Recovery Action and progress.

OUR RESULTS

Napoli Shkolnik PLCC has the capacity to successfully represent Your community in this cost recovery litigation. We are able and prepared, as necessary, to advance and invest considerable resources in time and out-of-pocket expenses necessary for proposed representation cost recovery program. In recent years our firm has successfully resolved and self-funded the following mass litigations:

1. \$816.45 million settlement for World Trade Center recovery workers;
2. \$1.2 billion settlement of pharmaceutical litigation;
3. \$52 million settlement of an MTBE environmental litigation;
4. \$28 million supplemental settlement for World Trade Center recovery workers; and
5. \$10 million+ awarded for asbestos victims.

In a sense, your community is ahead of the curve, having taken action to begin planning and remediating the impact of PFAS/PFOA. This forward-looking action by your administration will help to set you up for success.

OUR RESOURCES

Our firm has the significant resources required to handle the voluminous motion practice and discovery demands which will be required in this lawsuit. We are committed and prepared to fund this complex and expansive litigation leveraging our significant experience in litigating mass tort and class action matters which normally require the receipt, organization, and analysis of millions of documents. Please take a moment to consider our success in the past as evidence of our ability to produce an outstanding result for your community in this case.

Thank you for taking the time to consider Napoli’s proposal to represent your community in this litigation. If Your community chooses to retain this firm, you will have counsel who is available and accessible, both in person and virtually, always. to advise your community in this quickly changing regulatory environment.

Additionally, Napoli maintains a full-time lobbying component in Washington, DC. We are



tracking developments in the infrastructure legislation and other water and related legislation coming out of the House and Senate. Our goal is to keep our clients aware of other funding opportunities in addition to our cost recovery program. We truly feel ours is a full-service law firm.

We are proud to be representing the National Rural Water Association in this PFAS Cost Recovery Litigation and look forward to representing your community to lessen the financial burden on your utility and ratepayers resulting from these forever and everywhere chemicals.

REFERENCES

The below client list is included as documentation of the vast experience Napoli has in representing governmental entities and water and wastewater utilities. In the AFFF MDL, Napoli currently represents over one hundred counties, cities, private and public water district providers, other governmental entities and is Counsel to the National Rural Water Association, and organization with over 31,000 members.

A list of some of these entities with references is below:

Nassau County	Jared A. Kasschau, Esq.	Nassau County Attorney	(516) 571-3056	One West Street Mineola, NY 11501
Hicksville Water District	Nicholas Brigandi	Chairman of the Board	(516) 931-01844	4 Dean Street Hicksville, NY 11801
Town of Southampton	Jay Schneiderman	Supervisor	(631) 287-5740	116 Hampton Road Southampton, NY 11968
City of Dayton	John C. Musto	Chief Trial Counsel, Department of Law, Civil Division	(937) 333-4116	101 West 3 rd Street Dayton, OH 45401
City of Tucson	Mike Rankin		(520) 791-4221 mike.rankin@tucsonaz.gov	255 W Alameda Street Tucson, AZ 85701
Town of Marana	Frank Cassidy	City Attorney Town of Marana Legal Department	fcassidv@maranaaz.gov	11555 W Civic Center Dr Bldg A3 Marana, Arizona, 85653- 7006
Hampton Bays Water District	James Burke	Town Hall	(631) 287-3065 jburke@southamptontownny.gov	116 Hampton Road, Southampton, NY 11968
Southside Water Works and Sewer Board	Brandon Sewell	Maintenance Superintendent	(256) 442-8707	3001 AL-77 Southside, AL 35907
Weirton Water Board	Butch Mastrantoni		(304) 797-8591	200 Municipal Plaza Weirton, WV 26062

Other Environmental Clients past and present relevant to this project include the following:

Albertson Water District	Bethpage Water District	City of Glen Cove Water District Freon Contamination of Supply Wells (2010-2015)	Greenlawn Water District VOC contamination for supply wells (Present)	Manhasset-Lakeville Water District
Aqua NY of Sea Cliff	Carle Place Water District	Garden City Park Water District	Hampton Bays Water District	Oyster Bay Water District
Town of Huntington/Dix Hills Water District VOC contamination for supply wells (Present)	Town of Southampton	Village of Garden City	Village of Mineola	Tampa Bay Water District (Florida)
Pascoag Utility District (Rhode Island)	National Rural Water Association Sam Wade, CEO Emeritus	Hicksville Water District 1,4- Dioxane Contamination of Supply Well #4 VOC Contamination of Supply Well #5 (2013-2014) Perchloroethylene (PERC) Contamination of Supply Well 11-1 (2009- 2012)	Alligator Water and Sewer District (South Carolina) DBCP and EDB pesticide contamination of supply wells (2012-2015)	Methyl Tertiary Butyl Ether (MTBE) Contamination Clients (2001-2014)
Manhasset-Lakeville Water District	Plainview Water District	South Huntington Water District	Tampa Bay Water District (Florida)	City of Crystal River (Florida)
Oyster Bay Water District	South Farmingdale Water District	Town of East Hampton	Homosassa Water District (Florida)	Village of Westbury
Town of Riverhead Water District	Village of Hempstead	Village of West Hempstead Water District		



**FOR IMMEDIATE RELEASE

\$12.5 Billion Dollar Landmark Settlement with 3M to Fund Water Treatment Protects Americans from Cancer-Causing Chemicals

(San Juan, Puerto Rico / June 22, 2023) - Napoli Shkolnik, along with Plaintiffs' Co-Lead and Interim Class Counsel, is proud to announce a \$12.5 billion settlement with 3M Company in the ongoing multi-district litigation over the contamination of drinking water with toxic per- and polyfluoroalkyl substances ("PFAS") resulting from the widespread use of aqueous film-forming foam ("AFFF"). This historic class action settlement agreement was reached today and resolves the claims of Public Water Systems across the country that have been impacted by actual or threatened contamination of their water systems with PFAS.

"This historic settlement is the largest amount ever paid by a single company to resolve claims involving contaminated drinking water and provides compensation critical to protecting our nation's drinking water supplies and upgrading our water treatment infrastructure to deal with this new threat", said Paul J. Napoli, court-appointed Co-Lead Counsel for Plaintiffs and a leader of the national settlement negotiating team. "This settlement sends a clear message that corporations like 3M must bear the responsibility for the aftermath of the chemicals they produce."

This proposed class settlement is the result of many months of negotiations between the parties and comes on the heels of a \$1.185 billion class settlement with DuPont, Chemours, and Corteva announced just a few weeks ago. The settlement with 3M Company is subject to approval by Judge Richard M. Gergel, who was assigned in December 2018 to oversee the ongoing MDL proceedings in the United States District Court for the District of South Carolina.

PFAS, also known as the "forever chemicals" are manmade, synthetic compounds that research has shown pose significant risks to the environment and human health. 3M was the only company to manufacture and sell AFFF containing perfluorooctane sulfonic acid or "PFOS," a particularly insidious type of PFAS that studies have linked to an increased risk of cancer and other serious health conditions.

"This agreement demonstrates our team's unwavering commitment to making these companies answer for their blatant pollution of Public Water Systems throughout the country. Ensuring access to clean drinking water is not just a basic human need, but a fundamental right." proclaims Napoli Shkolnik Partner Paul J. Napoli. "Our Environmental Department has invested an incalculable amount of time over the past five years towards achieving this outcome and we could not be prouder."

"This is a tremendous step forward for the thousands of Public Water Systems who have been forced to shoulder the financial burden of removing these toxic chemicals from their drinking water," says Partner Andrew Croner. "But there is more work to do, and our team is committed to holding companies like 3M responsible for their contribution to one of the gravest environmental and public health disasters in history."



“During these past five years I have witnessed firsthand the remarkable power of collective action in pursuit of justice and the preservation of the environment,” adds Partner Coral M. Odio-Rivera. “Our team’s effort has demonstrated a strong commitment to hold companies responsible for exposing communities to harmful chemicals.”

For media requests, kindly reach out to:

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Andrew Croner
acroner@napolilaw.com
(410) 971-5369

Learn more by clicking here to sign up and protect your water system:
www.WaterUtilitySettlement.com

About Napoli Shkolnik

Napoli Shkolnik is a national law firm providing representation in complex environmental litigation, including cases involving hazardous substances and their adverse impact on communities. With a dedicated team of attorneys and a proven track record of success, Napoli Shkolnik provides exceptional legal representation and fights for justice on behalf of those affected by environmental wrongdoing.

Hillsboro

2024

Allocation of MV, RV, 16/20M, Commercial Vehicle, and Watercraft Tax Estimates

Budgeted Fund for 2023	Ad Valorem Levy Tax Year 2022	Allocation for Year 2024				
		MVT	RVT	16/20M Veh	Comm Veh	Watercraft
General	622,827	60,570	1,025	350	4,660	305
Debt Service	104,134	10,127	171	58	779	51
Library	79,338	7,716	131	44	594	39
Special Law Enforcement	19,831	1,929	33	11	148	10
Industrial	19,840	1,929	33	11	148	10
Recreation	19,833	1,929	33	11	148	10
TOTAL	845,970	82,271	1,393	474	6,329	415

County Treas Motor Vehicle Estimate	<u>82,271</u>				
County Treas Recreational Vehicle Estimate		<u>1,393</u>			
County Treas 16/20M Vehicle Estimate			<u>474</u>		
County Treas Commercial Vehicle Tax Estimate				<u>6,329</u>	
County Treas Watercraft Tax Estimate					<u>415</u>

Motor Vehicle Factor	<u>0.09725</u>				
Recreational Vehicle Factor		<u>0.00165</u>			
16/20M Vehicle Factor			<u>0.00056</u>		
Commercial Vehicle Factor				<u>0.00748</u>	
Watercraft Factor					<u>0.00049</u>

Hillsboro

2024

STATEMENT OF INDEBTEDNESS

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2023	Date Due		Amount Due 2023		Amount Due 2024	
						Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
Series 2018 Groves Edition	9/10/2018	10/1/2038	3.45	105,000	85,000	4/1	10/1	2,933	5,000	2,760	5,000
GO 2019 Street Construction	8/1/2019	9/1/2039	3.76	4,055,000	3,635,000	3/1	9/1	138,400	160,000	132,000	160,000
GO 2019B Refunding	10/10/2019	9/1/2042	3.50	5,195,000	5,195,000	3/1	9/1	169,263	0	169,263	150,000
GO 2021A Refunding	10/28/2021	10/1/2026	1.15	957,000	769,000	4/1	10/1	8,280	196,000	6,015	200,000
Total G.O. Bonds					9,684,000			318,876	361,000	310,038	515,000
Revenue Bonds:											
Water Revolving Loan- 2408	10/5/2004	2/1/2026	3.77	146,352	34,081	2/1	8/1	1,087	9,287	766	9,641
Water Revolving Loan- 2934	2/1/2020	8/1/2039	1.80	2,576,270	2,202,818	2/1	8/1	39,165	108,605	37,199	110,952
Total Revenue Bonds					2,236,899			40,252	117,892	37,966	120,593
Other:											
KDOT Rev Loan TR0036	10/17/2006	8/1/2026	3.79	531,535	93,035	2/1	8/1	3,513	36,643	2,124	38,032
PBC-Refinance Pool 2011	10/1/2019	10/1/2023	3.00-4.00	785,000	170,000	4/1	10/1	6,290	170,000	0	0
PBC-Hospital Issue 2015	12/30/2015	9/1/2038	2.00-4.00	1,325,000	1,030,000	3/1	9/1	43,475	45,000	41,900	50,000
Total Other					1,293,035			53,278	251,643	44,024	88,032
Total Indebtedness					13,213,933			412,406	730,535	392,027	723,625

Hillsboro

2024

STATEMENT OF CONDITIONAL LEASE-PURCHASE AND CERTIFICATE OF PARTICIPATION*

Items Purchased	Contract Date	Term of Contract (Months)	Interest Rate %	Total Amount Financed (Beginning Principal)	Principal Balance On Jan 1,2023	Payments Due 2023	Payments Due 2024
Electric Digger Truck	10/7/2019	84	3.07	249,045	148,032	39,614	39,614
Electric Bucket Truck (small)	2/28/2020	60	2.78	130,909	67,459	28,122	28,122
Case 621G Loader	5/17/2017	72	2.91	154,050	13,885	14,805	0
2020 Police Patrol Car	9/9/2020	60	2.78	29,925	15,301	6,378	6,378
2022 Police Patrol Car	1/1/2021	36	2.25	32,710	27,408	11,337	11,337
Sanitation Truck	4/17/2019	60	3.57	169,406	54,002	37,293	18,646
Case 580 Loader Backhoe	7/20/2022	60	3.84	115,000	115,000	25,475	25,475
Hydro Vac Trailer	7/20/2022	60	3.84	89,570	89,750	19,841	19,841
Ventrac 4520Z Mower & Deck	5/1/2023	60	5.53	43,807	0	6,684	10,026
2014 Autocar Trash Truck	5/1/2023	60	5.53	159,500	0	24,337	36,505
2010 Dump Truck	8/15/2023	60	5.78	97,600	0	0	0
2023 Brush Truck	8/15/2023	60	5.78	118,155	0	0	0
2023 Toro Golf Sprayer	8/15/2023	60	5.78	63,119	0	0	0
Totals					530,837	213,886	195,945

***If leasing/renting with no intent to purchase, do not list--such transactions are not lease-purchases.

**WORKSHEET FOR STATE GRANT-IN-AID TO PUBLIC LIBRARIES AND
REGIONAL LIBRARY SYSTEMS**

Budgeted Year: 2024

Library found in: Hillsboro
Marion

As provided in KSA 75-2553 *et seq.*, two tests are used to determine eligibility for State Library Grant. If the grant is approved, then the municipality's library will be paid the grant on February 15 of each year.

First test:

	Current Year <u>2023</u>	Proposed Year <u>2024</u>
Ad Valorem Tax	\$79,338	\$86,526
Delinquent Tax	\$400	\$400
Motor Vehicle Tax	\$8,398	\$7,716
Recreational Vehicle Tax	\$147	\$131
16/20M Vehicle Tax	\$54	\$44
LAVTR	\$0	\$0
	<u>\$0</u>	<u>\$0</u>
TOTAL TAXES	\$88,337	\$94,817
Difference in Total Taxes:	\$6,480	
Qualify for grant:	Qualify	

Second test:

Assessed Valuation	\$19,847,518	\$21,629,970
Did Assessed Valuation Decrease?	No	
Levy Rate	3.668	4.000
Difference in Levy Rate:	0.332	
Qualify for grant:	Qualify	

Overall does the municipality qualify for a grant? **Qualify**

If the municipality would not have qualified for a grant, please see the below narrative for assistance from the State Library.

Hillsboro

2024

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget General	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	134,205	134,205	335,373
Receipts:			
Ad Valorem Tax	583,435	622,827	xxxxxxxxxxxxxxxxxxxx
Delinquent Tax	2,724	2,800	2,000
Motor Vehicle Tax	71,922	65,531	60,570
Recreational Vehicle Tax	1,118	1,143	1,025
16/20M Vehicle Tax	326	600	350
Commercial Vehicle Tax	0	4,300	4,660
Watercraft Tax	0	335	305
Gross Earning (Intangible) Tax			0
LAVTR			0
City and County Revenue Sharing			0
Local Sales and Use Tax	498,018	500,000	500,000
Local Alcoholic Liquor	1,925	2,200	2,300
Highway Connecting Lnk	314	315	300
Transient Guest Tax	15,500	14,000	15,000
Franchise Tax	134,712	190,000	190,000
Building Permits	34,957	8,000	8,000
Licenses, Permits and Fees	7,568	8,500	10,000
Rental Income	41,183	40,000	40,000
Court Fines and Bonds	16,194	10,000	10,000
Reimbursements	178,237	2,000	5,000
Museum Income	310	1,200	2,000
Swimming Pool	41,676	42,000	43,000
Sports Complex	6,634	8,000	15,000
Donations	58,486	32,000	30,000
Sale of Property	4,350	30,000	15,000
Golf Revenue		95,000	120,000
Opioid Settlement		7,800	2,300
Transfers In:	641,231	792,500	800,000
In Lieu of Taxes (IRB)	8,949	9,000	90,000
Interest on Idle Funds	43,787	120,000	120,000
Neighborhood Revitalization Rebate	-793	-800	0
Miscellaneous	47,096	80,000	50,000
Does miscellaneous exceed 10% Total Rec			
Total Receipts	2,439,859	2,689,251	2,136,810
Resources Available:	2,574,064	2,823,456	2,472,183

Hillsboro

FUND PAGE - GENERAL

Adopted Budget General	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Resources Available:	2,574,064	2,823,456	2,472,183
Expenditures:			
Legislative	113,388	120,500	122,500
Administration	530,832	420,565	418,750
Police	557,296	592,708	619,465
Fire	140,806	120,720	145,900
Street	348,336	320,000	396,065
Parks & Recreation	22,714	40,883	42,000
Museum	50,144	72,000	77,001
Swimming Pool	116,287	119,000	124,800
Golf	95,562	208,007	275,104
Bldg Inspect & Planning	86,834	92,000	88,680
Sports Complex	102,880	134,000	124,303
Court	0	8,000	9,400
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
Subtotal detail (Should agree with detail)	2,165,079	2,248,383	2,443,968
Public Safety Commodities	0	3,000	6,000
CVB Appropriations	13,992	16,000	16,000
Trasnfers to Equip Reserve		7,500	50,000
Transfer to Fire Equip Reserve		32,000	32,000
City Improvement Projects		25,000	20,000
Senior Center Allocation		10,000	10,000
Sign Rent	1,200	1,200	1,200
Transfer to Capital Improvements	195,000	0	75,000
Trasnfers to Other	1,399	0	140,000
Cash Forward (2024 column)			175,000
Miscellaneous	63,189	145,000	150,000
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	2,439,859	2,488,083	3,119,168
Unencumbered Cash Balance Dec 31	134,205	335,373	xxxxxxxxxxxxxxxxxxxxxxx
2022/2023/2024 Budget Authority Amount:	2,693,998	2,440,271	3,119,168
		Non-Appropriated Balance	
See Tab C		Total Expenditure/Non-Appr Balance	3,119,168
		Tax Required	646,985
	Delinquent Comp Rate: 0.8%		4,924
	Amount of 2023 Ad Valorem Tax		651,909

CPA Summary

Hillsboro

2024

Adopted Budget General Fund - Detail Page 1	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Expenditures:			
Legislative			
Salaries	12,862	13,000	13,000
Contractual	74,656	88,500	89,500
Commodities	25,870	19,000	20,000
Capital Outlay			
Total	113,388	120,500	122,500
Administration			
Salaries	400,423	316,415	320,000
Contractual	42,637	39,150	38,750
Commodities	67,080	60,000	55,000
Capital Outlay	20,692	5,000	5,000
Total	530,832	420,565	418,750
Police			
Salaries	477,237	508,058	516,665
Contractual	29,509	48,650	49,000
Commodities	32,810	28,000	32,000
Capital Outlay	17,740	8,000	21,800
Total	557,296	592,708	619,465
Fire			
Salaries	60,458	64,000	70,500
Contractual	36,907	20,220	20,900
Commodities	33,901	30,000	36,500
Capital Outlay	9,540	6,500	18,000
Total	140,806	120,720	145,900
Street			
Salaries	224,705	225,000	285,165
Contractual	40,828	25,000	33,400
Commodities	51,822	60,000	76,500
Capital Outlay	30,981	10,000	1,000
Total	348,336	320,000	396,065
Parks & Recreation			
Salaries	1,005	1,500	10,000
Contractual	13,315	15,000	20,000
Commodities	6,217	5,000	7,000
Capital Outlay	2,177	19,383	5,000
Total	22,714	40,883	42,000
Museum			
Salaries	20,566	45,000	46,501
Contractual	22,201	19,500	22,500
Commodities	7,377	7,500	8,000
Capital Outlay		0	0
Total	50,144	72,000	77,001
Swimming Pool			
Salaries	66,082	76,000	79,300
Contractual	18,355	8,000	13,500
Commodities	31,850	35,000	32,000
Capital Outlay			
Total	116,287	119,000	124,800
Page 1 - Total	1,879,803	1,806,376	1,946,481

Hillsboro

2024

Adopted Budget General Fund - Detail Page 2	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Expenditures:			
Golf			
Salaries	84,545	126,007	178,904
Contractual	11,017	17,000	17,200
Commodities		65,000	69,000
Capital Outlay		0	10,000
Total	95,562	208,007	275,104
Bldg Inspect & Planning			
Salaries	76,937	88,000	84,580
Contractual	1,496	2,000	2,100
Commodities	8,401	2,000	2,000
Capital Outlay			
Total	86,834	92,000	88,680
Sports Complex			
Salaries	78,317	80,000	89,403
Contractual	2,024	21,000	4,400
Commodities	22,539	13,000	15,500
Capital Outlay		20,000	15,000
Total	102,880	134,000	124,303
Court			
Salaries		0	0
Contractual		8,000	9,400
Commodities			
Capital Outlay			
Total	0	8,000	9,400
Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	0	0	0
Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	0	0	0
Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	0	0	0
Salaries			
Contractual			
Commodities			
Capital Outlay			
Total	0	0	0
Page 2 -Total	285,276	442,007	497,487
Page 1 -Total	1,879,803	1,806,376	1,946,481
Grand Total	2,165,079	2,248,383	2,443,968

(Note: Should agree with general sub-totals.)

Hillsboro

2024

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Debt Service	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	75,926	34,832	46,711
Receipts:			
Ad Valorem Tax	97,669	104,134	xxxxxxxxxxxxxxxxxxxx
Delinquent Tax	401	1,000	
Motor Vehicle Tax	10,045	10,968	10,127
Recreational Vehicle Tax	155	191	171
16/20M Vehicle Tax	58	70	58
Commercial Vehicle Tax		623	779
Watercraft Tax		60	51
Local Sales Tax	150,000	150,000	150,000
Transfers IN	368,937	450,000	535,000
Special Assessments	15,156	15,000	15,000
Remaining Bond Proceeds			56,085
Interest on Idle Funds			
Neighborhood Revitalization Rebate	-133	-135	0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	642,288	731,911	767,271
Resources Available:	718,214	766,743	813,982
Expenditures:			
Debt Service Principal	318,000	361,000	515,000
Debt Service Interest	325,222	318,876	310,000
KDOT Revolving Loan	40,156	40,156	40,156
Cash Basis Reserve (2024 column)			56,165
Miscellaneous	4		
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	683,382	720,032	921,321
Unencumbered Cash Balance Dec 31	34,832	46,711	xxxxxxxxxxxxxxxxxxxx
2022/2023/2024 Budget Authority Amount:	883,273	754,582	921,321
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	921,321
		Tax Required	107,339
		Delinquent Comp Rate: 0.8%	817
		Amount of 2023 Ad Valorem Tax	108,156

CPA Summary

Hillsboro

2024

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Library	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	13,693	6,417	1,773
Receipts:			
Ad Valorem Tax	74,752	79,338	XXXXXXXXXXXXXXXXXXXX
Delinquent Tax	322	400	400
Motor Vehicle Tax	8,349	8,398	7,716
Recreational Vehicle Tax	130	147	131
16/20M Vehicle Tax	39	54	44
Commercial Vehicle Tax		477	594
Watercraft Tax		46	39
Interest on Idle Funds			
Neighborhood Revitalization Rebate	(102)	-74	0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	83,490	88,786	8,924
Resources Available:	97,183	95,203	10,697
Expenditures:			
Appropriations to Public Library	90,766	93,430	93,570
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	90,766	93,430	93,570
Unencumbered Cash Balance Dec 31	6,417	1,773	XXXXXXXXXXXXXXXXXXXX
2022/2023/2024 Budget Authority Amount:	91,000	93,430	93,570
		Non-Appropriated Balance	3,000
		Total Expenditure/Non-Appr Balance	96,570
		Tax Required	85,873
Delinquent Comp Rate:	0.8%		653
	Amount of -1 Ad Valorem Tax		86,526

Adopted Budget Recreation	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	1,496	417	911
Receipts:			
Ad Valorem Tax	18,637	19,833	XXXXXXXXXXXXXXXXXXXX
Delinquent Tax	81	125	120
Motor Vehicle Tax	2,090	2,094	1,929
Recreational Vehicle Tax	32	29	33
16/20M Vehicle Tax	10	11	11
Commercial Vehicle Tax			148
Watercraft Tax			10
Reimbursed Expenses	12,518		
Interest on Idle Funds			
Neighborhood Revitalization Rebate	(428)	-18	0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	32,940	22,074	2,251
Resources Available:	34,436	22,491	3,162
Expenditures:			
Appropriations to Rec Commission	34,019	21,580	24,130
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	34,019	21,580	24,130
Unencumbered Cash Balance Dec 31	417	911	XXXXXXXXXXXXXXXXXXXX
2022/2023/2024 Budget Authority Amount:	42,250	21,580	24,130
		Non-Appropriated Balance	500
		Total Expenditure/Non-Appr Balance	24,630
		Tax Required	21,468
Delinquent Comp Rate:	0.8%		163
	Amount of 2023 Ad Valorem Tax		21,631

CPA Summary

Hillsboro

2024

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Special Law Enforcement	Actual for 2022	Estimate for 2023	Year for 2024
Unencumbered Cash Balance Jan 1	28,854	49,410	49,393
Receipts:			
Ad Valorem Tax	18,693	19,831	xxxxxxxxxxxxxxxxxxxx
Delinquent Tax	81	90	100
Motor Vehicle Tax	2,090	2,100	1,929
Recreational Vehicle Tax	32	37	33
16/20M Vehicle Tax	10	13	11
Commercial Vehicle Tax		119	148
Watercraft Tax		11	10
Interest on Idle Funds			
Neighborhood Revitalization Rebate	-25	-18	0
Miscellaneous	125	500	100
Does miscellaneous exceed 10% Total Rec			
Total Receipts	21,006	22,683	2,331
Resources Available:	49,860	72,093	51,724
Expenditures:			
Capital Outlay	450		
Lease Payments		22,700	71,200
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	450	22,700	71,200
Unencumbered Cash Balance Dec 31	49,410	49,393	xxxxxxxxxxxxxxxxxxxx
2022/2023/2024 Budget Authority Amount:	45,420	22,700	71,200
		Non-Appropriated Balance	2,000
		Total Expenditure/Non-Appr Balance	73,200
		Tax Required	21,476
Delinquent Comp Rate:	0.8%		163
		Amount of 2023 Ad Valorem Tax	21,639

Adopted Budget	Prior Year	Current Year	Proposed Budget
Industrial	Actual for 2022	Estimate for 2023	Year for 2024
Unencumbered Cash Balance Jan 1	41,315	15,108	5,277
Receipts:			
Ad Valorem Tax	18,674	19,840	xxxxxxxxxxxxxxxxxxxx
Delinquent Tax	81	150	150
Motor Vehicle Tax	2,090	2,099	1,929
Recreational Vehicle Tax	32	37	33
16/20M Vehicle Tax	10	13	11
Commercial Vehicle Tax		119	148
Watercraft Tax		11	10
Transfers In	35,000	35,000	50,000
Interest on Idle Funds			
Neighborhood Revitalization Rebate	-25		0
Miscellaneous	200		
Does miscellaneous exceed 10% Total Rec			
Total Receipts	56,062	57,269	52,281
Resources Available:	97,377	72,377	57,558
Expenditures:			
Personal Services	78,148	15,000	23,000
Commodities	3,928	2,100	3,000
Contractuals	193	50,000	38,000
Contingency			15,030
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	82,269	67,100	79,030
Unencumbered Cash Balance Dec 31	15,108	5,277	xxxxxxxxxxxxxxxxxxxx
2022/2023/2024 Budget Authority Amount:	98,410	85,140	79,030
		Non-Appropriated Balance	0
		Total Expenditure/Non-Appr Balance	79,030
		Tax Required	21,472
Delinquent Comp Rate:	0.8%		163
		Amount of 2023 Ad Valorem Tax	21,635

CPA Summary

Hillsboro

2024

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Special Highway	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	6,739	58,804	85,564
Receipts:			
State of Kansas Gas Tax	74,393	76,760	76,200
County Transfers Gas		0	0
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	74,393	76,760	76,200
Resources Available:	81,132	135,564	161,764
Expenditures:			
Contractuals		50,000	150,000
Capital Outlays	22,328		
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	22,328	50,000	150,000
Unencumbered Cash Balance Dec 31	58,804	85,564	11,764
2022/2023/2024 Budget Authority Amount:	100,000	125,000	150,000

Adopted Budget TIF	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	611	375	275
Receipts:			
Ad Valorem Property Tax	24,624	24,600	24,600
Transfers In	3,000	3,000	3,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	27,624	27,600	27,600
Resources Available:	28,235	27,975	27,875
Expenditures:			
Principal Payments	25,000	25,000	25,000
Interest Payments	1,186	1,200	1,200
Contractual Services	1,674	1,500	1,500
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	27,860	27,700	27,700
Unencumbered Cash Balance Dec 31	375	275	175
2022/2023/2024 Budget Authority Amount:	32,580	31,230	27,700

CPA Summary

Hillsboro

2024

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Airport	Actual for 2022	Estimate for 2023	Year for 2024
Unencumbered Cash Balance Jan 1	972	4,844	5,844
Receipts:			
Fuel Sales	3,000	3,000	3,000
Rent	5,872	5,000	5,500
Reimbursements	2,055	1,000	1,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	10,927	9,000	9,500
Resources Available:	11,899	13,844	15,344
Expenditures:			
Fuel Purchases	2,294	3,000	2,500
Commodities	2,563	4,000	10,000
Contractual	2,198	1,000	2,000
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	7,055	8,000	14,500
Unencumbered Cash Balance Dec 31	4,844	5,844	844
2022/2023/2024 Budget Authority Amount:	9,000	8,500	14,500

Adopted Budget	Prior Year	Current Year	Proposed Budget
Special Park	Actual for 2022	Estimate for 2023	Year for 2024
Unencumbered Cash Balance Jan 1	570	2,495	995
Receipts:			
Liquor Tax	1,925	2,000	2,500
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,925	2,000	2,500
Resources Available:	2,495	4,495	3,495
Expenditures:			
Commodities	0	3,500	3,400
Capital Outlays	0		
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	0	3,500	3,400
Unencumbered Cash Balance Dec 31	2,495	995	95
2022/2023/2024 Budget Authority Amount:	4,500	3,500	3,400

CPA Summary

Hillsboro

2024

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Local Sales Tax	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	397,987	519,963	373,673
Receipts:			
Local Sales and Use Tax	380,078	380,000	380,000
Transfers In			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	380,078	380,000	380,000
Resources Available:	778,065	899,963	753,673
Expenditures:			
Rent to PBC	172,210	176,290	0
Capital Outlay	35,892	100,000	400,000
Transfers Out	50,000	250,000	300,000
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	258,102	526,290	700,000
Unencumbered Cash Balance Dec 31	519,963	373,673	53,673
2022/2023/2024 Budget Authority Amount:	350,000	726,290	700,000

Adopted Budget Utility Sales Tax	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	11,375	11,964	16,964
Receipts:			
Tax Collected	96,230	95,000	95,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	96,230	95,000	95,000
Resources Available:	107,605	106,964	111,964
Expenditures:			
Taxes Remitted	95,641	90,000	110,000
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	95,641	90,000	110,000
Unencumbered Cash Balance Dec 31	11,964	16,964	1,964
2022/2023/2024 Budget Authority Amount:	100,000	90,000	110,000

CPA Summary

Hillsboro

2024

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Water			
Unencumbered Cash Balance Jan 1	331,536	248,153	199,942
Receipts:			
Collections	1,044,954	1,089,400	1,200,000
Reimbursements	16,523	10,000	10,000
Sale of Equipment		2,000	500
KDHE PILOT Funding		100,000	1,000,000
Interest on Idle Funds			
Miscellaneous	951	1,500	1,500
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,062,428	1,202,900	2,212,000
Resources Available:	1,393,964	1,451,053	2,411,942
Expenditures:			
Production			
Personnel Services	171,698	148,621	152,750
Contractual Services	111,636	102,000	114,200
Commodities	223,788	182,800	261,200
Capital Outlay	47,398	110,000	1,000,000
Water Purchases	71,265	74,200	77,200
Distribution			
Personnel Services	138,931	148,620	152,750
Contractual Services	15,224	26,000	26,600
Commodities	55,001	30,500	44,500
Capital Outlay		5,000	15,000
Revolving Loan Payments	165,870	165,870	165,870
Transfers Out			
General Fund	145,000	150,000	150,000
Equipment Reserve		7,500	10,000
Bond and Interest		100,000	100,000
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	1,145,811	1,251,111	2,270,070
Unencumbered Cash Balance Dec 31	248,153	199,942	141,872
2022/2023/2024 Budget Authority Amount:	1,146,489	1,146,911	2,270,070

See Tab C

CPA Summary

Hillsboro

2024

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Electric	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	260,162	4,053	549,794
Receipts:			
Sale of Electricity	3,211,512	3,565,000	3,600,000
Connection Fees	9,350	10,000	8,000
Reimbursed Expenses	558	40,000	10,000
Interest on Idle Funds			
Miscellaneous	38,349		5,000
Does miscellaneous exceed 10% Total Rec			
Total Receipts	3,259,769	3,615,000	3,623,000
Resources Available:	3,519,931	3,619,053	4,172,794
Expenditures:			
Personal Services	238,833	277,285	375,000
Contractual Services	79,336	85,000	90,000
Commodities	178,475	150,000	180,000
Capital Outlay	0	100,000	100,000
Electric Purchases	2,595,661	1,827,738	1,820,000
Lease Purchase Digger Truck	39,614	39,614	39,614
Lease Purchase Small Bucket Truck	28,122	28,122	28,122
Transfers out:	375,837		
General Fund		465,000	500,000
Franchise Payment		54,000	55,000
Equipment Reserve Fund		7,500	20,000
Industrial		35,000	50,000
Use Tax			
Cash Forward (2024 column)			
Miscellaneous	(20,000)		
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	3,515,878	3,069,259	3,257,736
Unencumbered Cash Balance Dec 31	4,053	549,794	915,058
2022/2023/2024 Budget Authority Amount:	3,640,236	3,313,436	3,257,736

CPA Summary

Hillsboro

2024

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Refuse	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	64,009	74,226	105,812
Receipts:			
Collections	316,051	395,300	400,000
Reimbursements	619	100	100
Interest on Idle Funds			
Miscellaneous	1,640	1,500	1,500
Does miscellaneous exceed 10% Total Rec			
Total Receipts	318,310	396,900	401,600
Resources Available:	382,319	471,126	507,412
Expenditures:			
Personal Services	119,325	140,000	162,000
Contractual Services	58,580	62,000	109,000
Commodities	46,266	35,000	41,000
Capital Outlay	0	0	0
Recycling	19,129	25,000	25,000
Lease Purchase Sanitation Truck	37,293	37,293	18,646
Lease New Truck/Service Truck		31,021	46,531
Transfers out:	27,500		
General Fund		27,500	25,000
Equipment Reserve		7,500	10,000
Contingency			50,000
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	308,093	365,314	487,178
Unencumbered Cash Balance Dec 31	74,226	105,812	20,235
2022/2023/2024 Budget Authority Amount:	365,293	382,960	487,178

CPA Summary

Hillsboro

2024

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Sewer	Prior Year Actual for 2022	Current Year Estimate for 2023	Proposed Budget Year for 2024
Unencumbered Cash Balance Jan 1	744,486	735,667	550,167
Receipts:			
Sewer Fees	682,279	693,000	730,000
Reimbursed Expenses	19,468	45,000	40,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	701,747	738,000	770,000
Resources Available:	1,446,233	1,473,667	1,320,167
Expenditures:			
Personal Services	141,816	145,000	152,750
Contractual Services	90,148	91,000	94,000
Commodities	66,371	55,000	63,000
Capital Outlay	35,794	275,000	275,000
Lease Payment			
Transfers Out	376,437		
Bond and Interest		200,000	150,000
General Fund		150,000	150,000
Equipment Reserve		7,500	10,000
Contingency Repairs			350,000
Cash Forward (2024 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	710,566	923,500	1,244,750
Unencumbered Cash Balance Dec 31	735,667	550,167	75,417
2022/2023/2024 Budget Authority Amount:	852,268	736,656	1,244,750

See Tab C

CPA Summary

Hillsboro

NON-BUDGETED FUNDS (A)
(Only the actual budget year for 2022 is reported)

2024

Non-Budgeted Funds-A

(1) Fund Name: (2) Fund Name: (3) Fund Name: (4) Fund Name: (5) Fund Name:

Equip Reserve		Capital Improvements		Fire Equip Reserve		150th Anniversary		Museum Trust		Total
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		
Cash Balance Jan 1		Cash Balance Jan 1		Cash Balance Jan 1		Cash Balance Jan 1		Cash Balance Jan 1		0

Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Total Receipts	0	Total Receipts	0	Total Receipts	0	Total Receipts	0	Total Receipts	0	0
Resources Available:	0	Resources Available:	0	Resources Available:	0	Resources Available:	0	Resources Available:	0	0

Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Total Expenditures	0	Total Expenditures	0	Total Expenditures	0	Total Expenditures	0	Total Expenditures	0	0
Cash Balance Dec 31	0	Cash Balance Dec 31	0	Cash Balance Dec 31	0	Cash Balance Dec 31	0	Cash Balance Dec 31	0	0
										0

**Note: These two block figures should agree.

CPA Summary

Hillsboro

NON-BUDGETED FUNDS (B)
(Only the actual budget year for 2022 is reported)

2024

Non-Budgeted Funds-B

(1) Fund Name: (2) Fund Name: (3) Fund Name: (4) Fund Name: (5) Fund Name:

Health Ins Claims Rsrv										
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Total
Cash Balance Jan 1		Cash Balance Jan 1		Cash Balance Jan 1		Cash Balance Jan 1		Cash Balance Jan 1		0

Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Total Receipts	0	Total Receipts	0	Total Receipts	0	Total Receipts	0	Total Receipts	0	0
Resources Available:	0	Resources Available:	0	Resources Available:	0	Resources Available:	0	Resources Available:	0	0

Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Total Expenditures	0	Total Expenditures	0	Total Expenditures	0	Total Expenditures	0	Total Expenditures	0	0
Cash Balance Dec 31	0	Cash Balance Dec 31	0	Cash Balance Dec 31	0	Cash Balance Dec 31	0	Cash Balance Dec 31	0	0
										0

**Note: These two block figures should agree.

CPA Summary

Staff Report

To: Honorable Mayor and City Council

From: Matt Stiles, City Administrator

Date: 07/25/2023

Re: Dumpster Policy

Background/Discussion: There is no official dumpster policy for the city. We allow for those dumpsters to be rented with a small delivery fee and paid for by the dump. A problem that we have is that people tend to hold on to their dumpsters for months in some cases without requesting them to be dumped. There is no official time limit or delivery charge which gives individuals no reason to be timely with their dumpster service. We have tried to put in some practical limits, but without a policy it is difficult. With a limited number of dumpsters and constant demand, it makes providing good service difficult.

The Sanitation Director and Deputy City Clerk, put together a proposed dumpster policy and rate schedule.

- 2-week time limit for dumpsters from date of delivery,
- Customers be given a pickup date when rental. The pickup date can be extended once by the user. The customer will be charged for one dump for the renewal.
- Each dumpster rental will be charged for a minimum of one dump regardless of how full the dumpster is at pickup.
- There is a dumpster delivery fee of \$15.00.
- A full dumpster is level with the top of dumpster. For safety of staff, equipment, and customers, no items can be sticking out beyond the top of the dumpster; larger items must be cut down.
- Dumpster will be delivered to the street in front of the residence and picked up at the street. If a customer chooses to move the dumpster, it is the customer's responsibility to get it to the street.
- Residents are required to call in for dumpster to be dumped when it is full.
- Proposed Rates
 - 2-yard dumpster \$29.50 per dump
 - 3-yard dumpster \$44.25 per dump
 - 4-yard dumpster \$59.00 per dump (available by approval only)
- The reserves the right to deny dumpster rental based on availability of dumpsters. Residents not in good standing with city utility bills may be denied dumpster rental.

Adopting this policy would give the sanitation department and billing the authority to enforce rules related dumpsters. It prevents residents from renting dumpsters on an indefinite basis while not actively using them. This helps get dumpsters in circulation for all our customers to rent.

Financial Impact: There is a minimal financial impact altering the dumpster policy. The policy changes would likely generate less than a \$2,000 but would increase opportunity for other customers

to utilize the service. The policy and rates are structured to discourage long-term rental with limited use.

Recommendation: To make a change to the rate, there would need to be an ordinance drafted and adopted. The policy portions would not necessarily need to be in the ordinance but would need to be formally adopted by the city council.

The ordinance change could be done as part of the out-of-town trash rate change if the Council would want to move forward with that. The policy could accompany that ordinance for consideration in August.

Staff Report

To: Honorable Mayor and City Council

From: Matt Stiles, City Administrator

Date: 07/25/2023

Re: Out-of-Town Trash Rates

Background/Discussion: As was mentioned at the last meeting, Waste Connections notified the homeowners east of town on 190th and Ag Services that they would be discontinuing services in the middle of July. We offered to take them on as part of our trash route with the caveat that we'd probably need to look at creating an out-of-town rate for trash service. The current residential rate for trash and recycling is \$18.25 per month. Commercial service is dependent on size of dumpster and frequency of pick-up. Ag Services currently uses a 3-yard dumpster with one dump per week. That would be \$44.25 per month with a \$4.50 service charge for recycling.

Our other out-of-town rate is for electricity which has a 17% surcharge on the base fee for receiving service outside of the city limits. Applying a similar rate would make residential service \$21.35 per month and \$56.27 per month for Ag Services. I believe both rates are a less than what Waste Connections was charging their customers.

The intention of the out-of-town rate is to compensate the city for the additional distance traveled and resources used in extending the service. Theoretically, it also provides a small benefit for residential customers who are property taxpayers living in the city whereas those outside the city are not property taxpayers. It also provides an incentive, albeit small, to consider entering the city through annexation.

A second issue to consider is our service territory. Adding that small amount of residential area is not difficult. Ag Services is more distance being 1.5 miles off of 190th. However, Ag Services is a large part of the Hillsboro community as an employer and contributor. There isn't much benefit for the city to extend beyond what is the residential area at 190th and Ag Services. There are other commercial hauler options that will serve the residents and hauling to the transfer station is option for any Marion county resident.

Financial Impact: There is a minimal financial impact extending service. The proposed rate change for out-of-town service is modest but would cover any additional anticipated cost at this time.

Recommendation: To make a change to the rate, there would need to be an ordinance drafted and adopted. If the Council would want to move forward, then we could bring an ordinance back in August. Timing of the rate change would put the first billing change for customers in October.

LAND BANK MEETING

Hillsboro, Kansas

January 17, 2023

1. The City of Hillsboro Land Bank met via Zoom and in person on Tuesday, January 17, 2023 at 6:30pm with Mayor Lou Thurston and Council members Blake Beye, Brent Driggers, David Loewen and Byron McCarty participating.

Members Absent: None.

2. Others Participating: Andrew Kovar, City Attorney; Matt Stiles, City Administrator; Danielle Bartel, City Clerk.

3. CALL TO ORDER: Mayor Lou Thurston called the meeting to order at 7:10pm.

4. APPROVAL OF MINUTES: Administrator Stiles reviewed the minutes from the November 15, 2022 meeting. Blake Beye motioned to approve the minutes. Brent Driggers seconded. Motion carried.

5. BUSINESS ITEMS:

APPROVAL OF 2023 BUDGET: Administrator Stiles noted this is the same budget approved by the City Council governing body. Blake Beye motioned to approve the 2023 Land Bank budget. David Loewen seconded. Motion carried.

REVIEW OF 2022 ANNUAL REPORT: Administrator Stiles highlighted the activity through the land bank's 2022 financial activity.

REVIEW OF LAND BANK PROPERTIES: Administrator Stiles reviewed the notice to be published which includes a listing of all properties held by the land bank.

6. ADJOURNMENT: Land Bank meeting adjourned at 7:14pm.

ATTEST:

LOUIS THURSTON, MAYOR

DANIELLE BARTEL, CITY CLERK

LAND BANK MEETING

Hillsboro, Kansas

April 4, 2023

1. The City of Hillsboro Land Bank met via Zoom and in person on Tuesday, April 4, 2023 at 7:11pm with Mayor Lou Thurston and Council members Blake Beye, David Loewen and Byron McCarty participating.

Members Absent: Brent Driggers.

2. Others Participating: Andrew Kovar, City Attorney; Matt Stiles, City Administrator; Danielle Bartel, City Clerk.

3. CALL TO ORDER: Mayor Lou Thurston called the meeting to order at 7:11pm.

4. BUSINESS ITEMS:

OFFER RECEIVED TO PURCHASE LOTS: Administrator Stiles shared that Chuck Maltbie has made an offer to purchase two lots on east Orchard Drive that adjoin with the cell tower property for \$10,000 total. Stiles noted these are not the most desirable pieces of property and the city has not received any other interest in these two lots. Council discussion regarding cost, drainage, intentions and that the lots would be sold in as-is condition.

Byron McCarty motioned to sell the two lots at \$5,000 each. David Loewen seconded. Motion carried.

5. ADJOURNMENT: Land Bank meeting adjourned at 7:21pm.

ATTEST:

LOUIS THURSTON, MAYOR

DANIELLE BARTEL, CITY CLERK

LAND BANK MEETING

Hillsboro, Kansas

May 16, 2023

1. The City of Hillsboro Land Bank met via Zoom and in person on Tuesday, May 16, 2023 at 7:30pm with Mayor Lou Thurston and Council members Blake Beye, Brent Driggers, David Loewen and Byron McCarty participating.

Members Absent: None.

2. Others Participating: Andrew Kovar, City Attorney; Matt Stiles, City Administrator; Danielle Bartel, City Clerk; Jonah Gehring, Elcon Property LLC.

3. CALL TO ORDER: Mayor Lou Thurston called the meeting to order at 7:30pm.

4. BUSINESS ITEMS:

OFFER RECEIVED TO PURCHASE HILLSBORO HEIGHTS LOTS: Administrator Stiles shared that Elcon Property LLC has offered to purchase three lots in Hillsboro Heights that total 2.04 acres for \$15,000. Jonah Gehring of Elcon Properties shared some possible ideas for the property. Administrator Stiles noted these properties remain undeveloped and recommended approval of the sale.

Blake Beye motioned to approve the purchase agreement with Elcon Property LLC for \$15,000 and authorize the mayor to sign. Byron McCarty seconded. Motion carried.

OFFER RECEIVED TO PURCHASE LOT AT 128 S MAIN: Administrator Stiles shared that Hillsboro Ford has offered to purchase the lot at 128 S Main for \$5,000. Hillsboro Ford plans to use this space as additional parking and has agreed to install a fence along the Main Street sidewalk that would match the fence at the Community Plaza.

Byron McCarty motioned to approve the purchase agreement with Hillsboro Ford at a price of \$5,000 and authorize the mayor to sign. Brent Driggers seconded. Blake Beye abstained. Motion carried.

5. ADJOURNMENT: Land Bank meeting adjourned at 7:38pm.

ATTEST:

LOUIS THURSTON, MAYOR

DANIELLE BARTEL, CITY CLERK

Staff Report

To: Land Bank Board

From: Matt Stiles, Land Bank Secretary

Date: 07/25/2023

Re: Land Bank Lot Purchase

Background/Discussion: Attached is an offer to purchase Willow Glen Lot 2, Block 2 for \$900 from Ken and Pat Funk. The Funk's intention is to build a home on the lot. The lot is less than a quarter acre, a standard lot in Willow Glen. The list price for the property is \$1,171.96. Considering the land has sat vacant for several years, the proposed purchase price is fair. When the Funk's begin construction, this will be the first new home construction since 2017.

The proposed sale agreement is attached. If approved the sale must close in 60 days. With a land bank sale, there is a public notification that must be published 30 days before a sale can close. The earliest closing date will be after Labor Day.

Financial Impact: There is a minimal financial impact for the land sale. The true value is the creation of new home in the area and increase of two residents.

Recommendation: Staff would recommend accepting the offer and moving forward with the sale of the property.

Kenneth R ~~and~~^{OR} Patricia A. Junk
2310 Fairway DR
Dodge City, KS 67801
620-253-5546 Ken
316-200-6338 Pat

~~KenKen@gmail.com~~
com

Howboyken@gmail.com

Offer \$900.00

Willow Glen (Hillsboro), Block 2, Lot 2 Willow Glen Addn

Ken R Junk

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement"), being effective as of the "Effective Date" (as defined below), is made and entered into by and between the Land Bank of the City of Hillsboro, Kansas ("Seller"), and the undersigned ("Buyer"). As used in this Agreement, the term "Effective Date" shall mean the date that is the later of the dates this Agreement is signed by Seller and Buyer.

IN CONSIDERATION of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties do hereby agree as follows:

1. Sale of Property. Subject to the other provisions of this Agreement, Seller agrees to sell and convey to Buyer by Quitclaim Deed ("Deed") and Buyer agrees to purchase from Seller in the manner provided herein, that certain property located in the City of Hillsboro, Kansas as described and depicted on Exhibit A attached hereto and incorporated by this reference herein ("Property"). Buyer and Seller agree that the purchase of the Property will be consummated no later than sixty (60) days from the Effective Date of this Agreement.

2. Purchase Price. Buyer agrees to pay to Seller as consideration for the promises and covenants made herein and the conveyance to it of the Property, the sum of Nine Hundred Dollars (\$900.00) (the "Purchase Price").

3. Closing. Buyer and Seller agree that the purchase of the Property will be consummated as follows. Subject to the provisions of this Agreement, this transaction shall be consummated no later than sixty (60) days from the Effective Date of this Agreement, on a date and at a time as is mutually agreed to by Buyer and Seller (the "Closing"). At Closing, Seller shall deliver a duly executed and acknowledged Deed, conveying the Property to Buyer, and Buyer shall pay the Purchase Price to Seller by certified funds check or other immediately available funds.

4. Notice of Sale. Seller shall publish notice of sale in the form set forth as Exhibit C attached hereto at least thirty (30) days prior to Closing.

5. Assignment. Neither party may assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void.

6. Miscellaneous.

A. *Time.* Time is of the essence of this Agreement.

B. *Survival.* The representations made herein shall survive the Closing hereunder.

C. *Entire Agreement.* This Agreement constitutes the entire understanding between Buyer and Seller, and there are no agreements, understandings, warranties or representations between Buyer and Seller except as set forth herein. This Agreement cannot be amended except in writing executed by Buyer and Seller.

D. *Binding Effect.* This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.

E. *Governing Law.* This Agreement is to be governed by the laws of the state of Kansas.

F. *Execution.* This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes.

G. *Severability.* If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term and provision hereof shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

BUYER

SELLER

LAND BANK OF THE CITY
OF HILLSBORO, KANSAS

Kenneth R. Funk

By: _____
Lou Thurston, Chair

Date: _____

Date: _____

Address: 2310 Fairway Dr.
Dodge City, Kansas 67801

Address: 118 E. Grand Avenue
Hillsboro, Kansas 67063

EXHIBIT A TO REAL ESTATE PURCHASE AGREEMENT
Description of the Property

Legal Description:

WILLOW GLEN (HILLSBORO), BLOCK 2, Lot 2, LOT 2 BLK 2 WILLOW GLEN ADDN TO HILLSBORO.

EXHIBIT B TO REAL ESTATE PURCHASE AGREEMENT
FORM OF DEED

QUITCLAIM DEED

The Land Bank of the City of Hillsboro, Kansas, a quasi-governmental authority, 118 E. Grand Avenue, Hillsboro, Kansas 67063 (“Grantor”), hereby quitclaims to Kenneth R. Funk (“Grantee”), all of Grantor’s right, title and interest, if any, in the following described real estate, to wit:

WILLOW GLEN (HILLSBORO), BLOCK 2, Lot 2, LOT 2 BLK 2 WILLOW GLEN ADDN TO HILLSBORO.

This conveyance is made and accepted subject to easements of record or in place, rights-of-way, covenants, declarations, conditions and restrictions of record and reservations of record.

EXECUTED the ____ day of _____, 2023.

LAND BANK OF THE CITY OF HILLSBORO, KS

Lou Thurston, Chair

STATE OF KANSAS)
) ss:
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Lou Thurston, Chair of the Land Bank of the City of Hillsboro, Kansas.

NOTARY PUBLIC

My Appointment Expires:

EXHIBIT C TO REAL ESTATE PURCHASE AGREEMENT
FORM OF PUBLISHED NOTICE

NOTICE OF SALE

In accordance with K.S.A. 12-5907, public notice is hereby given that the City of Hillsboro, Kansas, Land Bank (the "Land Bank") intends to sell the following property in a private sale, without competitive bidding, upon such terms and conditions and subject to such restrictions and covenants as the Land Bank deems necessary:

WILLOW GLEN (HILLSBORO), BLOCK 2, Lot 2, LOT 2 BLK 2 WILLOW GLEN ADDN TO HILLSBORO.

Nothing herein is intended nor shall legally bind the Land Bank to sell said property upon any terms, all of which terms shall remain in the sole discretion of the Land Bank.

The Land Bank will not sell such property until the passage of thirty (30) days from the date this Notice is published in the official City newspaper of the City of Hillsboro, Kansas.

City Administrator's Report
July 25, 2023

Alternative Housing Overlay Application: The developers of the AH overlay application were given a deadline of Friday, July 21 to submit revised clean plans before the July 27 Planning Commission meeting. Those plans were not sent to Ben or myself, so we cancelled the proposed meeting. The next available Planning Commission meeting is August 24.

Congressman LaTurner: Jake LaTurner will be touring two Hillsboro companies on August 1 from 1:00 to 3:30 PM before heading to Marion for a public event. We hope to be touring Barkman Honey and CSI.

CDBG for Childcare: The city will be considering the grant contract for the \$600,000 CDBG to renovate the childcare center. The contract works differently than we originally discussed with the work needing to be filtered through the city for the funding. We can discuss that more when we consider the contract on August 1.

Airport Roof: We have a Mahaney Roofing company developing a proposal for roof repair at the airport. The 65 MPH winds that came through on July 14 tore a section roughly 30 feet long off the building, breaking some rafters as it went. We've been in contact with our insurance agent who was on scene with us directly after the event. It may not merit a claim depending on the cost. A broader discussion of the airport is needed however, because it financially struggles and any capital cost would be difficult for the airport funds to hand alone.

Splash Pad Dedication: We will be dedicating the splash pad on Friday, July 28 at Noon. Parents as Teachers is co-hosting and providing activities and take homes for kids. We've invited a wide range of guests and hope to have a good showing. We'll be providing a hot dog lunch for everyone.

Jost Hall Dedication: Friday, July 28 is the day for dedications. Tabor will also be dedicating the new dorm, Jost Hall at 4:30 PM. There will be a ribbon cutting and tours of the new dorm.

- Danielle's monthly financials are attached. The dashboard report is forthcoming.
- The KPP June Bill attached. The total for the month is \$191,497.09. The next few bills will be much larger as we hit summer full on. The storm surcharge is also scheduled to wrap up in July.
- The Housing Assessment being done by WSU is nearly complete. I've reviewed the draft report and hope to have the final report for review at the second meeting in August. There is really interesting data in the report. The thing that stood out most to me is that there are current 181 housing units, 16% of the total housing stock, that are currently vacant.
- 311 N Lincoln has been demolished by Dalke Construction
- Circle C is planning on being in town the first week of August to seal the downtown area. That plan can change due to weather.
- The rededication of the pool will be on August 10 at 2PM.
- I will be out of the office on August 2-4.



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

City of Hillsboro

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

Service Month: Jun-23
 Account # 380

Billing Date: 7/12/2023
Due Date: 7/22/2023

Peak kW	Date	Hour Ending
7,054	6/29/2023	17:00

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

Transmission	7,054	kW	\$8.41	\$59,324.14	\$0.02408
Administrative	7,054	kW	\$1.65	\$11,639.10	\$0.00472
RICE Upgrade	7,054	kW	\$0.21	\$1,481.34	\$0.00060
Delivered Capacity	7,054	kW			
Capacity Adjustment	0	kW			
Capacity Demand	7,054	kW	\$5.12	\$36,116.48	\$0.01466

Energy Charges

Metered Energy	2,374,600	kWh			
Losses	88,796	kWh			
Generation	0	kWh			
Unsch Generation	0	kWh			
Energy Adjustment	0	kWh			
Energy	2,463,396	kWh	\$0.03168	\$78,040.39	\$0.03168

Energy Cost Adjustment	2,463,396	kWh	(\$0.00905000)	(\$22,293.73)	(\$0.00905)
FEB 2021 Storm Surcharge	2,463,396	kWh	\$0.01000000	\$24,633.96	\$0.01000

TOTAL DEMAND AND ENERGY CHARGE				\$188,941.67	\$0.07670
Past Due / (Credit)				\$0.00	
Correction for Prior Month Billing				\$0.00	
Distribution Facility Charge				\$634.38	
AMI Project Repay				\$1,921.04	
System average cost of energy in \$/kWh				\$0.02263000	
TOTAL BILLING THIS PERIOD				\$191,497.09	

CITY OF HILLSBORO, KANSAS
MONTHLY FINANCIAL REPORT FOR THE MONTH ENDING JUNE 30, 2023

#	FUND	UNENCUMBERED BEGINNING CASH AT 05/31/2023	TOTAL RECEIPTS	TOTAL DISBURSEMENTS	UNENCUMBERED ENDING CASH AT 06/30/2023	ENCUMBRANCES AS OF 06/30	CASH BALANCE AT MONTH END
101	GENERAL	199,236.44	355,211.47	263,647.07	290,800.84	32,038.00	258,762.84
102	LIBRARY	27,411.16	26,376.84	8,215.15	45,572.85		45,572.85
103	RECREATION	12,531.37	6,609.30	-	19,140.67		19,140.67
105	INDUSTRIAL	1,924.81	6,997.25	2,980.76	5,941.30		5,941.30
106	AIRPORT REVOLVING	2,688.04	175.90	1,874.60	989.34		989.34
107	SPECIAL PARK	2,091.55	635.87	976.88	1,750.54		1,750.54
207	SPECIAL HIGHWAY	94,975.15	-	-	94,975.15		94,975.15
212	MUSEUM TRUST	38,467.44	410.62	-	38,878.06		38,878.06
213	TOWNSHIP FIRE EQUIPMENT	-	-	-	-		-
215	SPECIAL LAW ENFORCE/FIRE	58,479.35	6,617.89	-	65,097.24		65,097.24
216	MUNICIPAL COURT	3,076.80	463.00	14.61	3,525.19		3,525.19
217	DARE	345.03	-	-	345.03		345.03
218	LOCAL SALES TAX	308,426.17	57,635.57	160,719.34	205,342.40		205,342.40
225	LAND BANK	11,943.15	900.00	-	12,843.15		12,843.15
300	EQUIPMENT RESERVE	83,875.00	2,423.85	-	86,298.85	2,500.00	83,798.85
301	FIRE EQUIPMENT REPL FUND	172,528.80	7,548.02	115,655.00	64,421.82		64,421.82
310	EMPLOYEE WITHHOLDING	8,185.61	-	-	8,185.61		8,185.61
311	UTILITY SALES TAX	11,799.04	8,381.54	6,974.75	13,205.83		13,205.83
400	CIP	69,150.29	-	52,929.71	16,220.58	10,232.86	5,987.72
412	TREE SCREENING	8,033.24	-	-	8,033.24		8,033.24
440	HCMC FUND	149,949.87	5,722.39	7,372.92	148,299.34		148,299.34
458	PBC FAC P & I	345,355.00	-	-	345,355.00		345,355.00
460	STREET IMPROVEMENT PROJ	56,084.94	-	-	56,084.94		56,084.94
470	TIF DISTRICT	23,150.34	-	-	23,150.34		23,150.34
475	SPEC LAW ENF TRUST FUND	4,245.78	-	-	4,245.78		4,245.78
516	GENERAL BOND & INTEREST	21,617.27	35,855.74	-	57,473.01		57,473.01
618	WATER	281,139.10	130,110.95	71,849.63	339,400.42	101,232.09	238,168.33
619	ELECTRIC	290,837.06	251,165.62	163,996.01	378,006.67	9,786.58	368,220.09
620	REFUSE	102,144.27	32,882.25	30,166.35	104,860.17	4,357.54	100,502.63
621	SEWER	769,741.00	71,007.80	270,891.66	569,857.14	15,223.63	554,633.51
716	INSURANCE PROCEEDS FUND	2,250.00	23,175.00	23,175.00	2,250.00		2,250.00
REPORT TOTAL		3,161,683.07	1,030,306.87	1,181,439.44	3,010,550.50	175,370.70	2,835,179.80

CITY OF HILLSBORO, KANSAS
BUDGET TO ACTUAL REVENUE REPORT FOR THE YEAR ENDING DECEMBER 31, 2023
AS OF JUNE 30, 2023

MAY YTD: 50.00%

#	FUND NAME	BUDGETED REVENUE	MAY REVENUE	YEAR TO DATE REVENUE	% OF YTD REVENUE	YTD REVENUE NOT RECEIVED
101	GENERAL TOTAL	1,588,881.00	355,211.47	1,229,301.89	77.37%	359,579.11
102	LIBRARY TOTAL	89,280.00	26,376.84	75,221.76	84.25%	14,058.24
103	RECREATION TOTAL	24,064.00	6,609.30	18,723.31	77.81%	5,340.69
105	INDUSTRIAL TOTAL	57,339.00	6,997.25	19,205.56	33.49%	38,133.44
106	AIRPORT REVOLVING TOTAL	9,000.00	175.90	2,675.02	29.72%	6,324.98
107	SPECIAL PARK TOTAL	1,900.00	635.87	1,135.35	59.76%	764.65
207	SPECIAL HIGHWAY TOTAL	78,290.00	-	36,170.67	46.20%	42,119.33
212	MUSEUM TRUST TOTAL		410.62	453.43		
213	TOWNSHIP FIRE EQUIPMENT TOTAL		-	10,336.10		
215	SPECIAL LAW ENFORCE/FIRE TOTAL	22,801.00	6,617.89	18,876.26	82.79%	3,924.74
216	MUNICIPAL COURT TOTAL		463.00	6,521.00		(6,521.00)
218	LOCAL SALES TAX (FAC) TOTAL	350,000.00	57,635.57	216,196.07	61.77%	133,803.93
225	LAND BANK TOTAL		900.00	16,529.19		
300	EQUIPMENT RESERVE TOTAL	37,500.00	2,423.85	97,899.60	261.07%	(60,399.60)
301	FIRE EQUIPMENT REPL FUND TOTAL		7,548.02	42,778.16		
311	UTILITY SALES TAX TOTAL	90,000.00	8,381.54	46,074.63	51.19%	43,925.37
400	CIP TOTAL		-	18,050.00		
440	HCMC FUND TOTAL		5,722.39	27,936.75		
458	PBC FAC P & I TOTAL		-	176,290.00		
470	TIF DISTRICT TOTAL	30,000.00	-	22,775.68	75.92%	7,224.32
475	SPEC LAW ENF TRUST FUND TOTAL		-	477.90		
516	GENERAL BOND & INTEREST TOTAL	732,146.00	35,855.74	454,327.63	62.05%	277,818.37
618	WATER TOTAL	1,105,000.00	130,110.95	524,325.52	47.45%	580,674.48
619	ELECTRIC TOTAL	3,320,000.00	251,165.62	1,480,686.07	44.60%	1,839,313.93
620	REFUSE TOTAL	335,100.00	32,882.25	274,727.45	81.98%	60,372.55
621	SEWER TOTAL	730,000.00	71,007.80	376,447.99	51.57%	353,552.01
716	INSURANCE PROCEEDS FUND		23,175.00	23,175.00		(23,175.00)
	TOTAL REVENUES:	8,601,301.00	1,030,306.87	5,217,317.99	60.66%	3,676,834.54

CITY OF HILLSBORO, KANSAS
BUDGET TO ACTUAL EXPENSE REPORT FOR THE YEAR ENDING DECEMBER 31, 2023
AS OF JUNE 30, 2023

MAY YTD: 50.00%

#	FUND NAME	BUDGETED EXPENSES	JUNE EXPENSES	YEAR TO DATE EXPENSES & ENCUMBRANCES	% OF YTD EXPENSES	YTD BUDGET UNEXPENDED
<u>GENERAL FUND</u>						
	101-110 LEGISLATIVE TOTAL	120,500.00	15,206.09	62,166.23	51.59%	58,333.77
	101-120 ADMINISTRATIVE TOTAL	469,983.00	12,853.39	214,985.71	45.74%	254,997.29
	101-210 POLICE TOTAL	596,008.00	53,289.84	262,994.82	44.13%	333,013.18
	101-220 FIRE TOTAL	124,700.00	21,827.87	72,764.79	58.35%	51,935.21
	101-250 PUBLIC SAFETY TOTAL	6,000.00	-	-	0.00%	6,000.00
	101-310 PARKS TOTAL	31,500.00	689.26	25,981.09	82.48%	5,518.91
	101-320 POOL TOTAL	130,500.00	30,576.68	57,403.99	43.99%	73,096.01
	101-330 GOLF TOTAL	85,506.00	24,612.76	107,782.52	126.05%	(22,276.52)
	101-340 SPORTS COMPLEX TOTAL	125,200.00	20,194.60	60,895.26	48.64%	64,304.74
	101-350 MUSEUM TOTAL	58,900.00	11,513.66	48,359.24	82.10%	10,540.76
	101-410 STREETS TOTAL	394,095.00	26,024.69	143,126.58	36.32%	250,968.42
	101-510 BLDG INSPECTOR TOTAL	94,500.00	9,188.81	48,776.11	51.61%	45,723.89
	101-530 COURT TOTAL	1,600.00	661.44	3,812.88	238.31%	(2,212.88)
	101-550 TOURISM TOTAL	14,000.00	-	8,499.63	60.71%	5,500.37
	101-910 MISC GENERAL TOTAL	186,000.00	-	5,400.00	2.90%	180,600.00
101	GENERAL TOTAL	2,438,992.00	226,639.09	1,122,948.85	46.04%	1,316,043.15
102	LIBRARY TOTAL	93,430.00	8,215.15	36,066.04	38.60%	57,363.96
103	RECREATION TOTAL	21,580.00	-	-	0.00%	21,580.00
105	INDUSTRIAL TOTAL	85,140.00	2,988.65	28,386.57	33.34%	56,753.43
106	AIRPORT REVOLVING TOTAL	2,500.00	1,874.60	6,529.18	261.17%	(4,029.18)
107	SPECIAL PARKS TOTAL	3,500.00	976.88	1,879.38	53.70%	1,620.62
207	SPECIAL HIGHWAY TOTAL	125,000.00	-	-	0.00%	125,000.00
212	MUSEUM TRUST TOTAL	-	-	235.00	-	-
213	TOWNSHIP FIRE EQUIPMENT	-	-	10,336.49	-	-
215	SPECIAL LAW ENFORCE/FIRE TOTAL	22,700.00	-	3,189.06	14.05%	19,510.94
216	MUNICIPAL COURT TOTAL	-	14.61	4,361.05	-	-
218	LOCAL SALES TAX TOTAL	726,290.00	160,719.34	530,816.18	73.09%	195,473.82
225	LAND BANK TOTAL	-	(3,000.00)	5,313.23	-	-
300	EQUIPMENT RESERVES TOTAL	54,085.00	-	93,835.20	173.50%	(39,750.20)
301	FIRE EQUIPMENT REPL FUND TOTAL	-	115,655.00	125,601.00	-	-
311	UTILITY SALES TAX TOTAL	90,000.00	6,974.75	44,832.65	49.81%	45,167.35
400	CIP TOTAL	-	52,929.71	187,405.81	-	-
440	HCMC FUND TOTAL	-	7,372.92	44,237.52	-	-
458	PBC FAC P & I TOTAL	-	-	3,145.00	-	-
470	TIF DISTRICT TOTAL	31,230.00	-	-	0.00%	31,230.00
516	GENERAL BOND & INTEREST TOTAL	754,582.00	-	259,477.04	34.39%	495,104.96
<u>WATER FUND</u>						
	618-810 WATER DISTRIBUTION TOTAL	462,621.00	14,526.34	74,469.01	16.10%	388,151.99
	618-812 WATER PRODUCTION TOTAL	677,291.00	53,675.04	465,821.00	68.78%	211,470.00
618	WATER TOTAL	1,139,912.00	68,201.38	540,290.01	47.40%	599,621.99
619	ELECTRIC TOTAL	3,407,522.00	156,996.43	1,175,570.93	34.50%	2,231,951.07
620	REFUSE TOTAL	420,681.00	26,096.94	250,151.55	59.46%	170,529.45
621	SEWER TOTAL	723,278.00	268,805.50	557,845.41	77.13%	165,432.59
716	INSURANCE PROCEEDS FUND TOTAL	-	23,175.00	23,175.00	-	-
TOTALS		10,140,422.00	1,124,635.95	5,055,628.15	49.86%	5,488,603.95

1,124,635.95

-