

Parsons City Commission

Regular Session

Monday, October 16, 2023 at 6:00 p.m.

Municipal Building

- I. CALL TO ORDER. PLEDGE OF ALLEGIANCE.**
- II. PRAYER – Jake Blankenship – The Remnant Church**
- III. APPROVAL OF THE AGENDA**
- IV. PUBLIC COMMENT NO. 1** – Public comments at this time will be limited to persons who have signed up in advance with the City Clerk, no later than noon on Friday prior to the meeting. Comments will be limited to five (5) minutes total per meeting, not five (5) minutes per public comment session.

Persons not signing up in advance will have the opportunity to address the commission at the Open Public Comment Period at the end of the meeting. Persons wishing to comment on any agenda items will be allowed to do so at the time each item is discussed with permission from the Mayor and Commission. Each person will be allowed two (2) minutes to comment and may comment on one (1) agenda item per meeting.

- A. Linda Philbrick – Campers on residence properties**
- B. Shari Coatney – Campers on residence properties**
- V. CONSENT DOCKET** – The consent agenda includes items of a routine nature and one affirmative vote will approve the recommended action for each and every item on the consent agenda. Items may be added or deleted at the request of the City Commission or Staff.
 - A. City Commission Minutes (Pages 1 – 4)**
Information: City Commission Minutes for October 2, 2023 and October 12, 2023.

Recommendation: Approve and authorize the Mayor's signature.

B. Accounts Payable Appropriation Ordinance No. 370 (Pages 5 – 20)

Information: Ordinance making appropriations for the payment of certain claims for the City of Parsons, Kansas. Total amount \$543,946.15.

Recommendation: Approve and authorize the Mayor's signature.

C. Cereal Malt Beverage License for 2023

Information: Cereal Malt Beverage License for October 17, 2023 to December 31, 2023 for a Special Retailer for DRAPEL LLC., dba Family Fun Center, 302 Main Street, Parsons, KS 67357.

Recommendation: Approve and authorize the Mayor's signature on the Cereal Malt Beverage License.

D. Commercial Bank's Annual Monster March (Page 21)

Information: The Commercial Bank Halloween Monster March is scheduled for Thursday, October 26, 2023. For the safety of the children, we request that the downtown be closed to vehicle traffic from 5:00 p.m. until 9:00 p.m. This would involve blocking off Main from 17th Street to Central and one block of 18th Street from Main to Broadway using city barricades. Barricades placed at the appropriate intersections will be set up and taken down by Commercial Bank staff. Commercial Bank would also request the use of orange cones for lining up the participants.

Recommendation: Approve road closure.

E. Pay Request No. 2, J. Graham Construction, Inc. on KDOT CCLIP Project No. 2023-03 Resurfacing Project (US Hwy 59 Clark to Dirr) KDOT 59-50-U-2392-01 (Pages 22 – 24)

Information: J. Graham Construction, Inc. has submitted Pay Request No. 2 for \$45,315.81 for work on KDOT CCLIP Project No. 2023-03 Resurfacing Project (US Hwy 59 Clark to Dirr) KDOT 59-50-U-2392-01 for work completed through September 22, 2023.

Recommendation: Approve and authorize Pay Request No. 2 to J. Graham Construction, Inc.

F. Pay Request No. 3, J. Graham Construction, Inc. on KDOT CCLIP Project No. 2023-03 Resurfacing Project (US Hwy 59 Clark to Dirr) KDOT 59-50-U-2392-01 (Pages 25 – 27)

Information: J. Graham Construction, Inc. has submitted Pay Request No. 3 for \$83,518.65 for work on KDOT CCLIP Project No. 2023-03 Resurfacing Project (US Hwy 59 Clark to Dirr) KDOT 59-50-U-2392-01 for work completed through October 6, 2023.

Recommendation: Approve and authorize Pay Request No. 3 to J. Graham Construction, Inc.

G. Pay Request No. 3, Project 2021-02, Corning Ave. Storm Water Lift Station Rehab (Pages 28 – 31)

Information: Pay Request No. 3 is for work accomplished through September 22, 2023 for Project 2021-02, Corning Ave. Storm Water Lift Station Rehab. in the amount of \$220,352.50 to LaForge and Budd Construction Co.

Recommendation: Approve payment to LaForge & Budd Construction Co.

H. Loan Agreement for Kansas Public Water Supply Loan Act Fund Project No. 3139 (Pages 32 – 75)

Information: This is a loan agreement with KDHE for the lead and copper evaluation being completed by Trekk Design Group. The loan is for \$324,156.00 with \$158,836.00 is estimated loan forgiveness. The net loan is \$165,320.00 with an interest rate of 2.21% for 20-years.

Recommendation: Approve and authorize the Mayor's signature on loan agreement.

I. Library Board Appointment (Pages 76 – 78)

Information: Chris Miller has agreed to fill a vacancy. Her appointment will expire in 2038.

Recommendation: Make appointment.

CONSENT DOCKET ENDS

VI. NEW BUSINESS

A. Award Bid for 2023 Vehicle Bids – Patrol Vehicles (Pages 79 – 81)

Information: The City Commission authorized a bid for two (2) 2023 Ford SUV Explorer PPV's to supplement the current patrol vehicle fleet. We received three (3) bids as follows:

SERV - \$65,188.93 with delivery January -February 2024

Dana Safety Supply - \$65,845.00 with delivery in 24 weeks

Specialty Vehicle Source - \$68,700.00 with delivery in February 2024

Recommendation: Award bid to SERV in the amount of \$130,377.86.

VII. DEPARTMENTAL REPORTS

A. Monthly Reports – September 2023 (MR1 – MR 16)

Recommendation: Receive and File.

VIII. OPEN PUBLIC COMMENT – Persons wishing to address the Commission on any subject may comment at this time. Comments will be limited to five (5) minutes. If you have already commented at the beginning of the meeting, you will be given the remainder of the five (5) minutes, if any.

IX. STAFF COMMENT

X. CITY COMMISSION COMMENTS

XI. EXECUTIVE SESSION

A. Executive Session - Possible Land Acquisition

Information: Executive session pursuant to KSA 75-4319(b)(6) for possible land acquisition to discuss possible land acquisition of a local company for 20 minutes. Return to regular session at _____ p.m.

XII. ADJOURN

MINUTES
PARSONS CITY COMMISSION
October 2, 2023

The Parsons City Commission met in regular session at 6:00 p.m. in the Municipal Building Commission Room with Mayor Kevin Cruse presiding.

Present: Commissioner Shaw
Commissioner Crooks
Commissioner Bolinger
Commissioner Strait

Commissioner Bolinger moved, Commissioner Strait seconded that we approve the agenda as presented. Voice vote passed unanimously.

PRESENTATIONS

Russell Parsons – Retirement

Life Saving Award – Luke Schibi and Rory Johnson

Field Training Program Coins – Ricky Thompson, Connor Eichinger, Sean McCullough, Joshua Daniels

Consent Docket as follows:

City Commission Minutes

Approved and authorized minutes for the September 18, 2023 and October 2, 2023 meetings.

Accounts Payable Appropriation Ordinance No. 369

Approved and authorized an ordinance making appropriations for the payment of certain claims for the City of Parsons, Kansas. Total amount \$214,385.18.

Pay Request No. 2, 21st Street Basin and Downtown Basin Rehab Design

Approved and authorized payment for Pay Request No. 2 to HDR Engineering, Inc. for \$5,240.00 for work completed through August 26, 2023. HDR entered into an engineering agreement with the City for Design of 21st Basin, Rosewood Basin, and Downtown Basin Rehab.

Change Order No. 2, Project 2021-02, Corning Ave. Storm Water Lift Station Rehab

Approved and authorized Change Order No. 2 for an increase of \$10,332.23 to the contract amount and includes an addition of a 4" sump pump and ancillary hardware for LaForge and Budd Construction Co. The new adjusted contract amount is \$729,332.23.

Parsons Recreation Road Closure Request

Approved the road closure request from the Parsons Recreation Center. They are hosting the Company Olympics beginning October 8, 2023 and would like to close Heacock from 8:00 a.m. to

October 2, 2023

4:00 p.m. from the corner of Broadway and Heacock, South to the North side of the pool driveway. Tents will be set up on both sides of Heacock in front of PRC and a road closure will allow for safe pedestrian crossing during Monday's event.

2023 Vehicle Bid

Set the bid date of October 12, 2023 at 1:00 p.m. at the City Clerk's Office to accept bids to purchase two (2) Ford SUV Explorer PPV's. Funds for the purchase will be drawn from the Safety Sales Tax Fund and will have no impact on the City's General Fund.

Acceptance of RFP for Body Camera System

Authorized the City Manager to accept the proposed 5-year subscription for body cameras for the Police Department. The Parsons Police Department has done its due diligence in trying to evaluate and select the most cost-effective system that can integrate with the current car cameras and data collection and storage system. They invited all the vendors to participate in an on-site presentation, so that both management staff and field personnel could evaluate the products hands on. Staff recommends that the MOTOROLA SOLUTIONS System is the best overall product solution for the Parsons Police Department. The MOTOROLA SOLUTIONS subscription is Year 1 - \$106,779.26 and following years 2 through 5 a total of \$45,157.12 annually.

Commissioner Shaw moved, Commissioner Crooks seconded that we approve the Consent Docket as presented. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse – yes.

ORDINANCES

Ordinance No. 6545 – Wastewater Rates

Commissioner Strait moved, Commissioner Bolinger seconded to approve and authorize the Mayor's signature on Ordinance No. 6545 amending the code of the City of Parsons, Kansas, Chapter 580, Article VI, Section 580-34 and repealing Ordinance No. 6455 in regards to rates and charges to provide funds needed to pay for the operations, maintenance expense and other related costs of the Wastewater system. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse – yes.

Ordinance No. 6546 – Sanitation Rates

Commissioner Bolinger moved, Commissioner Strait seconded to approve and authorize the Mayor's signature on Ordinance No. 6546 amending Section 24-142 of the Code of the City of Parsons in regards to rates for the collection and disposal of solid waste and repealing any Ordinance or section of Ordinance in conflict. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse – yes.

Comments were heard from Vicki Pribble.

Comments were heard from City Staff and City Commissioners.

Commissioner Bolinger moved, Commissioner Strait seconded that we adjourn at 6:40 p.m.
Voice vote passed unanimously.

Kevin Cruse, Mayor

Attest:

Robyn Baker, City Clerk

MINUTES
PARSONS CITY COMMISSION
October 12, 2023

The Parsons City Commission met in a work session at 4:30 p.m. in the Municipal Building, Commission Room with Mayor Kevin Cruse presiding.

Present: Commissioner Shaw
 Commissioner Crooks
 Commissioner Bolinger
 Commissioner Strait

Commissioner Bolinger moved, Commissioner Strait seconded that we approve the agenda as presented. Voice vote passed unanimously.

The commission reviewed the agenda for October 16, 2023.

Comments were heard from Vicki Pribble.

Comments were heard from City Staff and City Commissioners.

Commissioner Bolinger moved; Commissioner Shaw seconded that we adjourn at 4:57 p.m. Voice vote passed unanimously.

Kevin Cruse, Mayor

Attest:

Robyn Baker, City Clerk

ACCOUNTS PAYABLE APPROPRIATION ORDINANCE NO. 0370

**AN ORDINANCE MAKING APPROPRIATIONS FOR THE PAYMENTS
OF CERTAIN CLAIMS FOR THE CITY OF PARSONS, KANSAS.**

Accounts Payable – October 5, 2023	\$ 379,985.22
Accounts Payable – October 12, 2023	<u>163,960.93</u>
	\$ 543,946.15

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF
PARSONS, KANSAS:**

Section 1. That in order to pay the claims herein stated in Exhibit "A" which have been properly audited and approved there is hereby appropriated out of the respective funds in the city treasury the sum for each claim.

Section 2. That this ordinance shall take effect and be in full force from and after its passage.

Approved this 16th day of October 2023.

Kevin Cruse, Mayor

Attest:

Robyn Baker, City Clerk

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
1ST DUE EMERGENCY RESPONSE SOLUTIONS L	SUPPLIES	GENERAL FUND	FIRE	26,598.00
	SUPPLIES	GENERAL FUND	FIRE	1,205.85
			TOTAL:	27,803.85
ACE HARDWARE, INC	SEPTEMBER CHARGES	GENERAL FUND	GENERAL ADMINISTRATIVE	5.59
	SEPTEMBER CHARGES	GENERAL FUND	GENERAL ADMINISTRATIVE	44.99
	SEPTEMBER CHARGES	GENERAL FUND	GENERAL ADMINISTRATIVE	21.58
	SEPTEMBER CHARGES	GENERAL FUND	POLICE	21.99
	SEPTEMBER CHARGES	GENERAL FUND	POLICE	357.00
	SEPTEMBER CHARGES	GENERAL FUND	POLICE	39.97
	SEPTEMBER CHARGES	GENERAL FUND	POLICE	11.18
	SEPTEMBER CHARGES	GENERAL FUND	POLICE	29.99
	SEPTEMBER CHARGES	GENERAL FUND	POLICE	3.00
	SEPTEMBER CHARGES	GENERAL FUND	POLICE	9.99
	SEPTEMBER CHARGES	GENERAL FUND	FIRE	31.98
	SEPTEMBER CHARGES	GENERAL FUND	FIRE	43.08
	SEPTEMBER CHARGES	GENERAL FUND	FIRE	28.99
	SEPTEMBER CHARGES	GENERAL FUND	FIRE	267.99
	SEPTEMBER CHARGES	GENERAL FUND	FIRE	27.56
	SEPTEMBER CHARGES	GENERAL FUND	FIRE	11.58
	SEPTEMBER CHARGES	GENERAL FUND	FIRE	6.39
	SEPTEMBER CHARGES	GENERAL FUND	FIRE	8.59
	SEPTEMBER CHARGES	GENERAL FUND	FIRE	15.98
	SEPTEMBER CHARGES	GENERAL FUND	FIRE	14.99
	SEPTEMBER CHARGES	GENERAL FUND	FIRE	1.59
	SEPTEMBER CHARGES	GENERAL FUND	FIRE	15.18
	SEPTEMBER CHARGES	GENERAL FUND	FIRE	18.99
	SEPTEMBER CHARGES	GENERAL FUND	STREET	39.57
	SEPTEMBER CHARGES	GENERAL FUND	STREET	3.99
	SEPTEMBER CHARGES	GENERAL FUND	STREET	7.98
	SEPTEMBER CHARGES	GENERAL FUND	STREET	79.99
	SEPTEMBER CHARGES	GENERAL FUND	STREET	31.99
	SEPTEMBER CHARGES	GENERAL FUND	STREET	70.21
	SEPTEMBER CHARGES	GENERAL FUND	PARK	43.54
	SEPTEMBER CHARGES	GENERAL FUND	PARK	64.37
	SEPTEMBER CHARGES	GENERAL FUND	PARK	54.95
	SEPTEMBER CHARGES	GENERAL FUND	PARK	30.41
	SEPTEMBER CHARGES	GENERAL FUND	PARK	14.48
	SEPTEMBER CHARGES	GENERAL FUND	PARK	194.56
	SEPTEMBER CHARGES	GENERAL FUND	PARK	81.95
	SEPTEMBER CHARGES	GENERAL FUND	PARK	41.98
	SEPTEMBER CHARGES	GENERAL FUND	PARK	22.00
	SEPTEMBER CHARGES	GENERAL FUND	PARK	39.98
	SEPTEMBER CHARGES	GENERAL FUND	PARK	109.95
	SEPTEMBER CHARGES	GENERAL FUND	PARK	33.98
	SEPTEMBER CHARGES	GENERAL FUND	PARK	34.63
	SEPTEMBER CHARGES	GENERAL FUND	PARK	47.88
	SEPTEMBER CHARGES	GENERAL FUND	PARK	54.99
	SEPTEMBER CHARGES	GENERAL FUND	PARK	11.98
	SEPTEMBER CHARGES	GENERAL FUND	PARK	12.74
	SEPTEMBER CHARGES	GENERAL FUND	PARK	13.12
	SEPTEMBER CHARGES	GENERAL FUND	PARK	31.15
	SEPTEMBER CHARGES	GENERAL FUND	PARK	18.58
	SEPTEMBER CHARGES	GENERAL FUND	PARK	19.99
	SEPTEMBER CHARGES	GENERAL FUND	PARK	123.37
	SEPTEMBER CHARGES	GENERAL FUND	PARK	34.99

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AGLOW	SEPTEMBER CHARGES	GENERAL FUND	PARK	129.99
	SEPTEMBER CHARGES	GENERAL FUND	PARK	61.96
	SEPTEMBER CHARGES	GENERAL FUND	PARK	84.99
	SEPTEMBER CHARGES	GENERAL FUND	PARK	34.74
	SEPTEMBER CHARGES	GENERAL FUND	PARK	9.98
	SEPTEMBER CHARGES	GENERAL FUND	PARK	44.99
	SEPTEMBER CHARGES	GENERAL FUND	PARK	28.36
	SEPTEMBER CHARGES	GENERAL FUND	CEMETERY	27.94
	SEPTEMBER CHARGES	GENERAL FUND	CEMETERY	33.31
	SEPTEMBER CHARGES	GENERAL FUND	CEMETERY	133.11
	SEPTEMBER CHARGES	GENERAL FUND	CEMETERY	69.98
	SEPTEMBER CHARGES	GENERAL FUND	CEMETERY	159.98
	SEPTEMBER CHARGES	GENERAL FUND	CEMETERY	1,199.96
	SEPTEMBER CHARGES	MAINTENANCE FUND	MAINTENANCE FUND	5.98
	SEPTEMBER CHARGES	MAINTENANCE FUND	MAINTENANCE FUND	7.98
	SEPTEMBER CHARGES	PARSONS MUSEUM	PARSONS MUSEUM	89.82
	SEPTEMBER CHARGES	WATER FUND	TREATMENT PLANT	14.99
	SEPTEMBER CHARGES	WATER FUND	DISTRIBUTION	13.98
	SEPTEMBER CHARGES	WATER FUND	DISTRIBUTION	437.25
	SEPTEMBER CHARGES	WATER FUND	DISTRIBUTION	1.58
	SEPTEMBER CHARGES	WATER FUND	DISTRIBUTION	34.54
	SEPTEMBER CHARGES	WATER FUND	DISTRIBUTION	23.32
	SEPTEMBER CHARGES	WATER FUND	DISTRIBUTION	2.99
	SEPTEMBER CHARGES	WATER FUND	DISTRIBUTION	9.99
	SEPTEMBER CHARGES	WATER FUND	DISTRIBUTION	30.98
	SEPTEMBER CHARGES	WATER FUND	DISTRIBUTION	48.51
	SEPTEMBER CHARGES	WATER FUND	DISTRIBUTION	21.77
	SEPTEMBER CHARGES	WATER FUND	DISTRIBUTION	10.58
	SEPTEMBER CHARGES	SEWER FUND	TREATMENT PLANT	519.95
	SEPTEMBER CHARGES	SEWER FUND	COLLECTIONS	14.99
	SEPTEMBER CHARGES	SEWER FUND	COLLECTIONS	15.60
	SEPTEMBER CHARGES	SANITATION FUND	SANITATION FUND	15.12
	SEPTEMBER CHARGES	SANITATION FUND	SANITATION FUND	130.59
	SEPTEMBER CHARGES	SANITATION FUND	SANITATION FUND	48.98
	SEPTEMBER CHARGES	SANITATION FUND	SANITATION FUND	61.96
	SEPTEMBER CHARGES	SANITATION FUND	SANITATION FUND	29.00-
	SEPTEMBER CHARGES	SANITATION FUND	SANITATION FUND	13.99
	SEPTEMBER CHARGES	SANITATION FUND	SANITATION FUND	56.00
	SEPTEMBER CHARGES	SANITATION FUND	TOTAL:	6,029.20
ALLIANCE RADIOLOGY, PA	ADVERTISING	TOURISM	TOURISM	1,500.00
	PRE EMPLOYMENT READ/WHITE	GENERAL FUND	POLICE	1,500.00
AMAZON CAPITAL SERVICES, INC	SUPPLIES	GENERAL FUND	ENGINEERING	38.00
	SUPPLIES	GENERAL FUND	PARK	38.00
AQUA PRODUCTS K.C.	210 077 1353 266	GENERAL FUND	POLICE	229.99
	210 072 0725 252	GENERAL FUND	POLICE	229.99
AT&T	210 077 1353 266	GENERAL FUND	POLICE	1,201.45
	210 072 0725 252	GENERAL FUND	POLICE	1,201.45
	210 077 1353 266	GENERAL FUND	POLICE	156.02
	210 072 0725 252	GENERAL FUND	POLICE	153.79
	210 077 1353 266	GENERAL FUND	POLICE	309.81
	210 072 0725 252	GENERAL FUND	POLICE	309.81

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AT&T TELEPHONE (MAIN PB)	620 423 3092 612 9	GENERAL FUND	POLICE	130.84
	620 423 3087 688 6	GENERAL FUND	POLICE	351.99
	620 423 3612 130 3	WATER FUND	TREATMENT PLANT	133.55
			TOTAL:	616.38
AUTO WASH	PD CAR WASHES	GENERAL FUND	POLICE	342.75
				342.75
BARTLETT COOP ASSN	SUPPLIES LAKE	MAINTENANCE FUND	MAINTENANCE FUND LAKE	6,234.16
				2,979.49
			TOTAL:	9,213.65
BAUGHER EQUIPMENT INC	PARTS	MAINTENANCE FUND	MAINTENANCE FUND	964.25
				964.25
BERRY TRACTOR & EQUIPMENT	PARTS	MAINTENANCE FUND	MAINTENANCE FUND	259.63
				259.63
BILLY JACKSON JR	LOBBY CLEANING	GENERAL FUND	POLICE	10.00
				10.00
				10.00
				10.00
			TOTAL:	40.00
BOB NADING	BOND RETURN/C.NADING	GENERAL FUND	NON-DEPARTMENTAL	215.00
				215.00
CAPITAL ONE	ACCT 628394	GENERAL FUND	GENERAL ADMINISTRATIVE	99.00
				70.20
				70.20
				27.76
				138.00
				87.00
				36.46
				46.89
				219.74
				102.89
				190.17
				94.37
				178.60
				19.75
				90.46
				90.48
				21.44
				126.33
				5.36
			TREATMENT PLANT	99.38
			TOTAL:	1,814.48
CATHERINE WELDEN	BIC BUILDING CLEANING	ECONOMIC DEV SALES	ECONOMIC DEV SALES TAX	220.00
				220.00
CDL ELECTRIC COMPANY	SERVICES	WATER FUND	TREATMENT PLANT	255.00
				255.00
CITY OF PARSONS	VEHICLE MAINTENANCE	GENERAL FUND	GENERAL ADMINISTRATIVE	74.24

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	VEHICLE MAINTENANCE	GENERAL FUND	GENERAL ADMINISTRATIVE	125.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	27.21
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	158.76
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	50.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	596.47
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	20.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	816.91
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	129.34
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	103.80
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	98.18
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	220.26
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	912.22
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	238.65
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	46.90
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	50.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	100.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	250.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	400.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	500.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	250.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	500.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	150.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	1,000.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	300.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	335.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	500.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	185.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	185.00
	VEHICLE MAINTENANCE	GENERAL FUND	PARK	40.00
	VEHICLE MAINTENANCE	GENERAL FUND	PARK	1,260.31
	VEHICLE MAINTENANCE	GENERAL FUND	PARK	35.00
	VEHICLE MAINTENANCE	GENERAL FUND	PARK	20.00
	VEHICLE MAINTENANCE	GENERAL FUND	PARK	388.59
	VEHICLE MAINTENANCE	GENERAL FUND	PARK	161.82
	VEHICLE MAINTENANCE	GENERAL FUND	PARK	37.22
	VEHICLE MAINTENANCE	GENERAL FUND	PARK	150.00
	VEHICLE MAINTENANCE	GENERAL FUND	PARK	50.00
	VEHICLE MAINTENANCE	GENERAL FUND	PARK	250.00
	VEHICLE MAINTENANCE	GENERAL FUND	PARK	335.00
	VEHICLE MAINTENANCE	GENERAL FUND	PARK	285.00
	VEHICLE MAINTENANCE	GENERAL FUND	PARK	450.00
	VEHICLE MAINTENANCE	GENERAL FUND	PARK	100.00
	VEHICLE MAINTENANCE	GENERAL FUND	PARK	400.00
	VEHICLE MAINTENANCE	GENERAL FUND	CEMETERY	305.83
	VEHICLE MAINTENANCE	GENERAL FUND	CEMETERY	10.00
	VEHICLE MAINTENANCE	GENERAL FUND	CEMETERY	285.00
	VEHICLE MAINTENANCE	GENERAL FUND	CEMETERY	185.00
	VEHICLE MAINTENANCE	GENERAL FUND	CEMETERY	171.05
	BIC BUILDING	ECONOMIC DEV SALES	ECONOMIC DEV SALES TAX	1,200.00
	HEALTH FAIR INCENTIVE	HEALTH INSURANCE R	HEALTH INSURANCE RESER	113.40
	VEHICLE MAINTENANCE	WATER FUND	DISTRIBUTION	74.24
	VEHICLE MAINTENANCE	WATER FUND	DISTRIBUTION	449.10
	VEHICLE MAINTENANCE	WATER FUND	DISTRIBUTION	125.00
	VEHICLE MAINTENANCE	WATER FUND	DISTRIBUTION	450.00
	VEHICLE MAINTENANCE	WATER FUND	DISTRIBUTION	50.00
	VEHICLE MAINTENANCE	WATER FUND	LAKE	580.09

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CMC INC	VEHICLE MAINTENANCE	WATER FUND	LAKE	335.00
	VEHICLE MAINTENANCE	SANITATION FUND	SANITATION FUND	29.87
	VEHICLE MAINTENANCE	SANITATION FUND	SANITATION FUND	113.40
	VEHICLE MAINTENANCE	SANITATION FUND	SANITATION FUND	35.00
	VEHICLE MAINTENANCE	SANITATION FUND	SANITATION FUND	100.00
			TOTAL:	16,897.86
CMC INC	OIL RED SUPREME MOLY TUBE	GENERAL FUND	STREET	199.31
			TOTAL:	199.31
COMPANION ANIMAL PET CREMATORY	CREAMATION OF KARIM CLOVE	GENERAL FUND	GENERAL ADMINISTRATIVE	160.00
			TOTAL:	160.00
CONTINENTAL RESEARCH CORPORATION	SLIK	GENERAL FUND	STREET	778.19
	SUPER SHINE	GENERAL FUND	PARK	234.48
			TOTAL:	1,012.67
D&M LAWN CARE	WARD 2 MOWING	GENERAL FUND	STREET	171.99
	LAND BANK PROP MOWING	GENERAL FUND	STREET	172.00
			TOTAL:	343.99
DASH MEDICAL GLOVES INC	GERMICIDAL LARGE WIPES	GENERAL FUND	POLICE	108.00
			TOTAL:	108.00
DAY STAR	SWEATSHIRTS	SANITATION FUND	SANITATION FUND	534.90
			TOTAL:	534.90
DIVISION OF HEALTH & ENVIRONMENTS LABO	S5500	WATER FUND	TREATMENT PLANT	2,195.00
			TOTAL:	2,195.00
EJ EQUIPMENT, INC	PARTS	SEWER FUND	COLLECTIONS	352.49
			TOTAL:	352.49
EVERGY	CITY MAIN	GENERAL FUND	GENERAL ADMINISTRATIVE	9,543.59
	2103 CORNING/1100 MAIN	GENERAL FUND	GENERAL ADMINISTRATIVE	725.58
	STORM SIREN	GENERAL FUND	GENERAL ADMINISTRATIVE	187.19
	STREET LIGHTS	GENERAL FUND	GENERAL ADMINISTRATIVE	13,468.36
	SENIOR CENTER	GENERAL FUND	GENERAL ADMINISTRATIVE	262.03
	MUSEUM	GENERAL FUND	GENERAL ADMINISTRATIVE	261.75
	REC CENTER	GENERAL FUND	GENERAL ADMINISTRATIVE	1,689.07
	CORP DRIVE	ECONOMIC DEV SALES	ECONOMIC DEV SALES TAX	1,477.98
	WATER TREATMENT	WATER FUND	TREATMENT PLANT	8,981.29
	WASTEWATER	SEWER FUND	TREATMENT PLANT	10,344.86
			TOTAL:	46,941.70
	PARTS	GENERAL FUND	PARK	0.83
			TOTAL:	0.83
FEDERAL EXPRESS CORPORATION	SHIPPING	WATER FUND	TREATMENT PLANT	27.48
			TOTAL:	27.48
FOLEY EQUIPMENT	ROTARY BRUSH CUTTER	GENERAL FUND	STREET	14,790.00
			TOTAL:	14,790.00
FORT HAYS STATE UNIVERSITY	2ND HALF FINAL PMT SURVEY	PUB SAFETY SALES T	PUB SAFETY SALES TAX	787.20
			TOTAL:	787.20

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GALLS LLC	POLO SHIRT NOVA BOOTS/KEPLEY	GENERAL FUND GENERAL FUND	POLICE POLICE	35.25 144.45 <u>179.70</u>
			TOTAL:	
HAWKINS, INC	CHOLRINE CHOLRINE CHLORINE	WATER FUND WATER FUND WATER FUND	TREATMENT PLANT TREATMENT PLANT TREATMENT PLANT	10.00 5,058.77 4,820.00 <u>9,888.77</u>
			TOTAL:	
HD SUPPLY, INC.	LAB CHEMICALS/SUPPLIES	WATER FUND	TREATMENT PLANT	<u>2,676.36</u> <u>2,676.36</u>
			TOTAL:	
HDR ENGINEERING INC	PAY REQUEST #2	EPA COMPLIANCE	EPA COMPLIANCE	5,240.00 <u>5,240.00</u>
			TOTAL:	
HIGHER CALLING TECHNOLOGIES LLC	SUPPLIES SUPPLIES WEB HOSTING QTRLY WEB HOSTING	GENERAL FUND GENERAL FUND TOURISM ECONOMIC DEV SALES	GENERAL ADMINISTRATIVE CEMETERY TOURISM ECONOMIC DEV SALES TAX	150.00 106.98 90.00 90.00 <u>436.98</u>
			TOTAL:	
INTERSTATE BILLING SERVICE	REPAIRS	MAINTENANCE FUND	MAINTENANCE FUND	322.71 <u>322.71</u>
			TOTAL:	
JIM ZALESKI	REIM TRAVEL/MEALS	TOURISM	TOURISM	1,234.79 <u>1,234.79</u>
			TOTAL:	
KANSAS DEPT OF REVENUE	WATER PROTECTION FEE	WATER FUND	ADMINISTRATIVE	5,031.10 <u>5,031.10</u>
			TOTAL:	
KANSAS GAS SERVICE	GAS BILLS GAS BILLS GAS BILLS	GENERAL FUND GENERAL FUND WATER FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE TREATMENT PLANT	751.16 153.71- 232.11 <u>829.56</u>
			TOTAL:	
KLKC RADIO	ADVERTISING	SANITATION FUND	SANITATION FUND	30.00 <u>30.00</u>
			TOTAL:	
LABETTE AVENUE	METER READER AD PUBLIC SAFETY FAIR AD	GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE POLICE	72.00 796.00 <u>868.00</u>
			TOTAL:	
LABETTE COUNTY SHERIFF	INMATE HOUSING INMATE HOUSING INMATE HOUSING INMATE HOUSING INMATE HOUSING	RISK MANAGEMENT RISK MANAGEMENT RISK MANAGEMENT RISK MANAGEMENT RISK MANAGEMENT	FU RISK MANAGEMENT FUND FU RISK MANAGEMENT FUND FU RISK MANAGEMENT FUND FU RISK MANAGEMENT FUND FU RISK MANAGEMENT FUND	300.00 140.00 600.00 20.00 200.00 <u>1,260.00</u>
			TOTAL:	
LABETTE HEALTH	INMATE MEDICAL	RISK MANAGEMENT	FU RISK MANAGEMENT FUND	80.95 <u>80.95</u>
			TOTAL:	
LANDIA, INC	26TH LIFT STN PUMP PARTS	SEWER FUND	TREATMENT PLANT	1,930.00 <u>1,930.00</u>
			TOTAL:	
LASSEN PRINTING SERVICES	1000 TRAFFIC/TRESPASS BK	GENERAL FUND	POLICE	627.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LAWSON PRODUCTS	SUPPLIES	GENERAL FUND	STREET	TOTAL: 627.00
	SUPPLIES	GENERAL FUND	STREET	382.50
	SUPPLIES	GENERAL FUND	STREET	300.05
				193.50
				876.05
LEXIPOL LLC	PD-SOFTWARE	PUB SAFETY SALES T	PUB SAFETY SALES TAX	1,216.00
			TOTAL:	1,216.00
LEXIS NEXIS	SEPT 2023 DUES A SUBSCRIP	GENERAL FUND	LEGAL/MUNICIPAL COURT	261.00
			TOTAL:	261.00
LONE STAR CHALLENGE COINS, LLC	2023 CHALLENGE COINS 112	PUB SAFETY SALES T	PUB SAFETY SALES TAX	996.82
			TOTAL:	996.82
MARY BROOKS	SENIOR CENTER CLEANING	GENERAL FUND	GENERAL ADMINISTRATIVE	758.47
			TOTAL:	758.47
MCCARTY'S OFFICE SUPPLY	COPIES/RENT	GENERAL FUND	GENERAL ADMINISTRATIVE	252.80
	COPIES/RENT	GENERAL FUND	CITY MANAGER	82.40
	COPIES/RENT	GENERAL FUND	CITY MANAGER	311.09
	COPIES/RENT	GENERAL FUND	LEGAL/MUNICIPAL COURT	19.51
	COPIES/RENT	GENERAL FUND	AUDITORIUM ARTS CENTER	19.52
	COPIES/RENT	WATER FUND	ADMINISTRATIVE	43.04
			TOTAL:	728.36
METAL MASTERS	REPAIR DUMPSTERS	SANITATION FUND	SANITATION FUND	769.22
	REPAIR DUMPSTERS	SANITATION FUND	SANITATION FUND	975.92
			TOTAL:	1,745.14
MICHAEL KREWSON	OAKWOOD FLOWER BED	AGENCY FUNDS	OAKWOOD CEMETERY	1,875.00
			TOTAL:	1,875.00
MID WEST MINERALS INC	ROCK	GENERAL FUND	STREET	675.81
			TOTAL:	675.81
MIKE CARPINO FORD PARSONS	A/C CONDENSER/WTR PUMP, E	GENERAL FUND	POLICE	3,071.29
	OIL CHNG/TIRES ROTATED	GENERAL FUND	POLICE	61.62
			TOTAL:	3,132.91
MUNICIPAL SUPPLY, INC OF WICHITA	SUPPLIES	WATER FUND	DISTRIBUTION	142.17
			TOTAL:	142.17
NOREGON SYSTEMS, INC.	ANNUAL RENEWAL	MAINTENANCE FUND	MAINTENANCE FUND	2,199.00
			TOTAL:	2,199.00
NORTHERN TOOL & EQUIPMENT	PARTS	MAINTENANCE FUND	MAINTENANCE FUND	163.74
			TOTAL:	163.74
O'BRIEN ROCK CO., INC.	FLOWABLE FILL	WATER FUND	DISTRIBUTION	423.50
	FLOWABLE FILL	WATER FUND	DISTRIBUTION	423.50
	FLOWABLE FILL	WATER FUND	DISTRIBUTION	423.50
	FLOWABLE FILL	WATER FUND	DISTRIBUTION	1,378.00
	FLOWABLE FILL	SEWER FUND	COLLECTIONS	1,250.00
	FLOWABLE FILL	SEWER FUND	COLLECTIONS	630.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
OLSSON ASSOCIATES	FLOWABLE FILL	STORMWATER UTILITY	STORMWATER UTILITY	433.25
			TOTAL:	4,961.75
OSWEGOFEST	METER REPLCMNT REPORT	WATER FUND	DISTRIBUTION	902.65
			TOTAL:	902.65
PACE ANALYTICAL SERV INC	2023 FESTIVAL	TOURISM	TOURISM	1,000.00
			TOTAL:	1,000.00
	WEEKLY	SEWER FUND	TREATMENT PLANT	25.00
	WEEKLY	SEWER FUND	TREATMENT PLANT	50.70
	WEEKLY	SEWER FUND	TREATMENT PLANT	50.70
PARSONS PET HOSPITAL		SEWER FUND	TREATMENT PLANT	635.10
			TOTAL:	761.50
PARSONS PUBLIC LIBRARY	VET SERVICES	GENERAL FUND	POLICE	5,927.25
			TOTAL:	5,927.25
PETERBILT OF JOPLIN	LIBRARY FUND	LIBRARY FUND	LIBRARY FUND	31,862.85
	LIBRARY EMP BENEFIT	LIBRARY EMPLOYEE B	LIBRARY EMPLOYEE BENEF	6,498.76
			TOTAL:	38,361.61
POWERPLAN	REPAIRS	SANITATION FUND	SANITATION FUND	561.12
			TOTAL:	561.12
PREMIER TRUCK GROUP OF JOPLIN	REPAIRS	WATER FUND	DISTRIBUTION	270.71
			TOTAL:	270.71
PUBLIC WHOLESAL WATER	PARTS	MAINTENANCE FUND	MAINTENANCE FUND	885.52
	PARTS	MAINTENANCE FUND	MAINTENANCE FUND	59.08
			TOTAL:	944.60
QUALIFICATION TARGETS	MONTHLY COMMITMENT	GENERAL FUND	GENERAL ADMINISTRATIVE	750.00
			TOTAL:	750.00
QUILL CORPORATION	TARGETS	GENERAL FUND	POLICE	303.73
			TOTAL:	303.73
SEK AUTO SALES INC	SUPPLIES	GENERAL FUND	CITY MANAGER	51.07
	SUPPLIES	GENERAL FUND	CITY MANAGER	95.98
	SUPPLIES	GENERAL FUND	CITY MANAGER	286.92
	SUPPLIES	GENERAL FUND	LEGAL/MUNICIPAL COURT	26.99
	DISINFECTANT CLEANER	GENERAL FUND	POLICE	40.99
	SUPPLIES	GENERAL FUND	POLICE	81.98
	SUPPLIES	GENERAL FUND	POLICE	0.10
			TOTAL:	584.03
SHREDDERS LLC	FRNT WHEAL ALIGNMMENT	SEWER FUND	COLLECTIONS	1,652.47
	TIRES	SANITATION FUND	SANITATION FUND	1,652.47
			TOTAL:	3,304.94
SOUTHERN UNIFORM & TACTICAL	RETIREMENT LUNCH/R.PARSON	GENERAL FUND	POLICE	437.50
			TOTAL:	437.50
	BELT/POUSHER	GENERAL FUND	POLICE	36.77
	UNIFORM/DUNN	GENERAL FUND	POLICE	270.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
STATE TREASURER	MONTHLY FEES SEPT 2023	GENERAL FUND	LEGAL/MUNICIPAL COURT	TOTAL: 306.77
				1,591.00
				1,591.00
SUPERIOR EMERGENCY RESPONSE VEHICLES	PD-2023 CHEVY TAHOE	PUB SAFETY SALES T	PUB SAFETY SALES TAX	67,543.30
				67,543.30
T H ROGERS LUMBER CO	SUPPLIES	GENERAL FUND	PARK	28.99
				28.99
THOMAS IMPLEMENT INC	PARTS	MAINTENANCE FUND	MAINTENANCE FUND	669.13
				669.13
TIMOTHY H WASS	SERVICES	MAINTENANCE FUND	MAINTENANCE FUND	39.40
	SERVICES	MAINTENANCE FUND	MAINTENANCE FUND	101.42
	SERVICES	MAINTENANCE FUND	MAINTENANCE FUND	48.13
	SERVICES	MAINTENANCE FUND	MAINTENANCE FUND	11.00
				199.95
TODD K MEDLOCK	SERVICES	WATER FUND	TREATMENT PLANT	211.32
				211.32
TOM DAVIS AUTO GROUP	OIL CHANGE	GENERAL FUND	POLICE	80.41
				80.41
TRANSUNION	DATA INVESTIGATION	GENERAL FUND	POLICE	110.00
				110.00
TREIBER FINISHING	DRIVEWAY REPAIRS MECHSHOP	GENERAL FUND	STREET	12,740.00
	DRIVEWAY REPAIRS MECHSHOP	MAINTENANCE FUND	MAINTENANCE FUND	1,500.00
	DRIVEWAY REPAIRS MECHSHOP	WATER FUND	DISTRIBUTION	8,200.00
	18TH WASHINGTON	WATER FUND	DISTRIBUTION	1,450.00
	CENTRAL AND MORTON	WATER FUND	DISTRIBUTION	2,350.00
	DRIVEWAY REPAIRS MECHSHOP	SEWER FUND	TREATMENT PLANT	5,700.00
	CENTRAL AND MORTON	STORMWATER UTILITY	STORMWATER UTILITY	2,350.00
	OAKWOOD CEMETARY	STORMWATER UTILITY	STORMWATER UTILITY	10,000.00
	DRIVEWAY REPAIRS MECHSHOP	SANITATION FUND	SANITATION FUND	7,500.00
				51,790.00
U.S. CELLULAR	847351326	GENERAL FUND	GENERAL ADMINISTRATIVE	35.84
	847351326	GENERAL FUND	ENGINEERING	179.20
	847351326	GENERAL FUND	FIRE	143.36
	847351326	GENERAL FUND	STREET	143.36
	847351326	GENERAL FUND	PARK	107.51
	847351326	GENERAL FUND	CEMETERY	71.68
	847351326	WATER FUND	TREATMENT PLANT	71.68
	847351326	WATER FUND	DISTRIBUTION	71.68
	847351326	WATER FUND	LAKE	71.68
	847351326	SEWER FUND	TREATMENT PLANT	71.68
	847351326	SEWER FUND	TREATMENT PLANT	71.68
	847351326	SANITATION FUND	SANITATION FUND	71.68
				1,111.03
UNIVAR	PERMANGANATE X2	WATER FUND	TREATMENT PLANT	7,803.84
	CAUSTIC SODA	WATER FUND	TREATMENT PLANT	7,781.87

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMAZON CAPITAL SERVICES, INC	SUPPLIES	GENERAL FUND	GENERAL ADMINISTRATIVE	31.12
	SUPPLIES	GENERAL FUND	GENERAL ADMINISTRATIVE	67.68
	SUPPLIES	GENERAL FUND	GENERAL ADMINISTRATIVE	84.95
	SUPPLIES	GENERAL FUND	AUDITORIUM ARTS CENTER	64.42
	TOTAL:			248.17
BG CONSULTANTS	PR 4-PRE PLAT FOR SUBDIVI	ECONOMIC DEV SALES	ECONOMIC DEV SALES TAX	2,270.00
			TOTAL:	2,270.00
BILL HOGELIN	REIMBURSE GRAVEL-KAY LANE	GENERAL FUND	PARK	92.00
			TOTAL:	92.00
BLUE CROSS BLUE SHIELD OF KANSAS	GROUP 96081	HEALTH INSURANCE R	HEALTH INSURANCE RESER	68,291.00
			TOTAL:	68,291.00
BO'S 1 STOP INC	CEMETERY ENTRANCE	STORMWATER UTILITY	STORMWATER UTILITY	21,550.80
			TOTAL:	21,550.80
COLONIAL PROCESSING CENTER	BCN E3070653	GENERAL FUND	GENERAL ADMINISTRATIVE	2,495.62
			TOTAL:	2,495.62
COMPLIANCE ONE	CI4057	GENERAL FUND	STREET	76.50
	CI4057	GENERAL FUND	PARK	15.30
	CI4057	GENERAL FUND	PARK	79.50
	CI4057	WATER FUND	DISTRIBUTION	15.30
	CI4057	WATER FUND	LAKE	15.30
	CI4057	SEWER FUND	TREATMENT PLANT	15.30
	CI4057	SEWER FUND	TREATMENT PLANT	159.00
	CI4057	SEWER FUND	COLLECTIONS	45.90
	CI4057	SANITATION FUND	SANITATION FUND	61.20
	CI4057	SANITATION FUND	SANITATION FUND	159.00
			TOTAL:	642.30
CORE & MAIN LP	SUPPLIES	WATER FUND	DISTRIBUTION	1,188.90
	SUPPLIES	WATER FUND	DISTRIBUTION	1,052.75
			TOTAL:	2,241.65
CORNERSTONE SURVEYING	SUBDIVISION PLAT-WINWAY	TOURISM	TOURISM	3,800.00
			TOTAL:	3,800.00
DESIGN MECHANICAL, INC	MISC REPAIR-A/C	GENERAL FUND	AUDITORIUM ARTS CENTER	361.00
	INSTALLATION AC REC CNTR	PARK SALES TAX FUN	PARK SALES TAX FUND	2,935.00
			TOTAL:	3,296.00
EJ EQUIPMENT, INC	PARTS	SEWER FUND	COLLECTIONS	34.80
			TOTAL:	34.80
FELD FIRE	ASSY AV3 HT W/4PT KEV/RED	GENERAL FUND	FIRE	2,013.90
			TOTAL:	2,013.90
GFL ENVIRONMENTAL	ACCNT 1	SANITATION FUND	SANITATION FUND	26,685.86
			TOTAL:	26,685.86
HIGHER CALLING TECHNOLOGIES LLC	JIM Z - MONITOR	ECONOMIC DEV SALES	ECONOMIC DEV SALES TAX	219.00
			TOTAL:	219.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LABETTE HEALTH LAB	DRUG TESTING	SANITATION FUND	SANITATION FUND	25.50
			TOTAL:	25.50
MCCARTY'S OFFICE SUPPLY	JIM Z - CHAIR	TOURISM	TOURISM	599.00
			TOTAL:	599.00
METLIFE	TS 05393158 0001	GENERAL FUND	GENERAL ADMINISTRATIVE	23.69
	TS 05393158 0001	GENERAL FUND	CITY MANAGER	43.46
	TS 05393158 0001	GENERAL FUND	LEGAL/MUNICIPAL COURT	4.54
	TS 05393158 0001	GENERAL FUND	ENGINEERING	25.08
	TS 05393158 0001	GENERAL FUND	POLICE	173.59
	TS 05393158 0001	GENERAL FUND	FIRE	82.83
	TS 05393158 0001	GENERAL FUND	STREET	76.28
	TS 05393158 0001	GENERAL FUND	AUDITORIUM ARTS CENTER	17.87
	TS 05393158 0001	TOURISM	TOURISM	12.74
	TS 05393158 0001	MAINTENANCE FUND	MAINTENANCE FUND	12.09
	TS 05393158 0001	HEALTH INSURANCE R	HEALTH INSURANCE RESER	655.92
	TS 05393158 0001	WATER FUND	TREATMENT PLANT	20.76
	TS 05393158 0001	WATER FUND	DISTRIBUTION	17.65
	TS 05393158 0001	WATER FUND	LAKE	9.32
	TS 05393158 0001	SEWER FUND	TREATMENT PLANT	50.57
	TS 05393158 0001	SEWER FUND	ADMINISTRATIVE	8.71
	TS 05393158 0001	SANITATION FUND	SANITATION FUND	39.58
			TOTAL:	1,274.68
MID WEST MINERALS INC	ROCK	WATER FUND	LAKE	429.46
			TOTAL:	429.46
MIKE CARPINO FORD PARSONS	FAN CONTROL/BATTERY	GENERAL FUND	POLICE	175.78
	OIL CHG/TIRE ROT/FILTER	GENERAL FUND	POLICE	114.87
			TOTAL:	290.65
MUNICIPAL SUPPLY, INC OF WICHITA	4-8" HYNAX	WATER FUND	DISTRIBUTION	1,562.76
	VALVE/2-COULPERS/GASKET	WATER FUND	DISTRIBUTION	1,498.96
	SUPPLIES	WATER FUND	DISTRIBUTION	952.77
	SUPPLIES	WATER FUND	DISTRIBUTION	514.10
	SUPPLIES	WATER FUND	DISTRIBUTION	293.16
	SUPPLIES	WATER FUND	DISTRIBUTION	146.58
	SUPPLIES	WATER FUND	DISTRIBUTION	195.52
	SUPPLIES	WATER FUND	DISTRIBUTION	101.69
			TOTAL:	5,265.54
NAPA OF PARSONS	ACCNT 2797	GENERAL FUND	STREET	19.78
	ACCNT 2797	GENERAL FUND	STREET	621.20
	ACCNT 2797	GENERAL FUND	PARK	39.64
	ACCNT 2797	GENERAL FUND	PARK	14.53
	ACCNT 2797	GENERAL FUND	PARK	96.08
	ACCNT 2797	GENERAL FUND	PARK	44.45
	ACCNT 2797	GENERAL FUND	CEMETERY	122.00
	ACCNT 2797	GENERAL FUND	CEMETERY	10.48
	ACCNT 2797	GENERAL FUND	CEMETERY	46.83
	ACCNT 2797	GENERAL FUND	CEMETERY	43.90
	ACCNT 2797	GENERAL FUND	CEMETERY	10.60
	ACCNT 2797	GENERAL FUND	CEMETERY	27.03
	ACCNT 2797	GENERAL FUND	CEMETERY	25.85
	ACCNT 2797	MAINTENANCE FUND	MAINTENANCE FUND	7.73

VENDOR NAME

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ACCNT 2797	MAINTENANCE FUND	MAINTENANCE FUND	113.06
ACCNT 2797	MAINTENANCE FUND	MAINTENANCE FUND	95.06
ACCNT 2797	MAINTENANCE FUND	MAINTENANCE FUND	18.00-
ACCNT 2797	MAINTENANCE FUND	MAINTENANCE FUND	24.32
ACCNT 2797	MAINTENANCE FUND	MAINTENANCE FUND	155.99
ACCNT 2797	MAINTENANCE FUND	MAINTENANCE FUND	159.81
ACCNT 2797	MAINTENANCE FUND	MAINTENANCE FUND	53.49
ACCNT 2797	MAINTENANCE FUND	MAINTENANCE FUND	61.08
ACCNT 2797	MAINTENANCE FUND	MAINTENANCE FUND	89.99
ACCNT 2797	MAINTENANCE FUND	MAINTENANCE FUND	63.50-
ACCNT 2797	MAINTENANCE FUND	MAINTENANCE FUND	39.65
ACCNT 2797	MAINTENANCE FUND	MAINTENANCE FUND	59.86
ACCNT 2797	MAINTENANCE FUND	MAINTENANCE FUND	18.00-
ACCNT 2797	MAINTENANCE FUND	MAINTENANCE FUND	143.92
ACCNT 2797	MAINTENANCE FUND	MAINTENANCE FUND	57.90
ACCNT 2797	WATER FUND	TREATMENT PLANT	70.98
ACCNT 2797	WATER FUND	DISTRIBUTION	151.08
ACCNT 2797	SEWER FUND	TREATMENT PLANT	25.89
ACCNT 2797	SEWER FUND	COLLECTIONS	14.42
ACCNT 2797		TOTAL:	2,347.10
COMPLIANT PRINT CREDIT	GENERAL FUND	POLICE	100.00
		TOTAL:	100.00
800 S CENTRAL	WATER FUND	DISTRIBUTION	3,936.00
1725 WASHINGTON	WATER FUND	DISTRIBUTION	1,102.00
FINANCE CHARGE	WATER FUND	DISTRIBUTION	52.42
FINANCE CHARGE	SEWER FUND	COLLECTIONS	52.42
		TOTAL:	5,142.84
ACCT 13815	GENERAL FUND	POLICE	54.38
ACCT 13815	GENERAL FUND	STREET	6.99
ACCT 13815	GENERAL FUND	PARK	26.48
ACCT 13815	GENERAL FUND	AIRPORT	333.51
ACCT 13815	MAINTENANCE FUND	MAINTENANCE FUND	66.93
ACCT 13815	MAINTENANCE FUND	MAINTENANCE FUND	10.00-
ACCT 13815	MAINTENANCE FUND	MAINTENANCE FUND	143.89
ACCT 13815	MAINTENANCE FUND	MAINTENANCE FUND	54.56
ACCT 13815	MAINTENANCE FUND	MAINTENANCE FUND	75.99
ACCT 13815	MAINTENANCE FUND	MAINTENANCE FUND	200.84
ACCT 13815	MAINTENANCE FUND	MAINTENANCE FUND	79.96
ACCT 13815	WATER FUND	LAKE	115.91
ACCT 13815	SEWER FUND	TREATMENT PLANT	98.91
ACCT 13815	SEWER FUND	TREATMENT PLANT	81.21
ACCT 13815	SEWER FUND	COLLECTIONS	194.41
ACCT 13815	SEWER FUND	COLLECTIONS	29.98
ACCT 13815	SEWER FUND	COLLECTIONS	20.47
ACCT 13815	SANITATION FUND	SANITATION FUND	7.99
ACCT 13815	SANITATION FUND	SANITATION FUND	8.00
ACCT 13815	SANITATION FUND	SANITATION FUND	21.00
		TOTAL:	1,611.41

PAGE ANALYTICAL SERV INC

WEEKLY

TREATMENT PLANT
TOTAL: 635.10

PAR FORMS CORPORATION

CHECKS

GENERAL FUND
GENERAL ADMINISTRATIVE
682.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PARSONS HOSPITALITY HOLDING, LLC	CHECKS	WATER FUND	ADMINISTRATIVE	227.33
	CHECKS	SEWER FUND	TREATMENT PLANT	227.33
	CHECKS	SANITATION FUND	SANITATION FUND	227.34
			TOTAL:	1,364.00
PURCHASE POWER	SEPT 2023 COMM DEV DST	TOURISM	TOURISM	1,977.08
			TOTAL:	1,977.08
	POSTAGE FOR METER	GENERAL FUND	POLICE	228.99
RPCS, INC	CHARGES	TOURISM	TOURISM	591.93
	CHARGES	SEWER FUND	TREATMENT PLANT	13.48
			TOTAL:	605.41
RURAL WATER DISTRICT 4	RIVER/LAKE	WATER FUND	TREATMENT PLANT	62.40
	RIVER/LAKE	WATER FUND	LAKE	31.60
	RIVER/LAKE	WATER FUND	LAKE	26.10
	RIVER/LAKE	WATER FUND	LAKE	218.60
	RIVER/LAKE	WATER FUND	LAKE	25.00
	RIVER/LAKE	WATER FUND	LAKE	26.10
			TOTAL:	389.80
SCREEN VISION MEDIA	MOVIE THEATER ADS	GENERAL FUND	POLICE	200.00
			TOTAL:	200.00
SHERWIN WILLIAMS INC	ACCNT 7143-9338-6	GENERAL FUND	GENERAL ADMINISTRATIVE	15.55
	ACCNT 7143-9338-6	GENERAL FUND	GENERAL ADMINISTRATIVE	17.87
	ACCNT 7143-9338-6	GENERAL FUND	STREET	513.83
	ACCNT 7143-9338-6	GENERAL FUND	STREET	911.60
	ACCNT 7143-9338-6	GENERAL FUND	PARK	68.39-
	ACCNT 7143-9338-6	GENERAL FUND	PARK	327.75
			TOTAL:	1,718.21
SOUTHERN UNIFORM & EQUIPMENT	BADGES	GENERAL FUND	FIRE	790.00
			TOTAL:	790.00
SOUTHERN UNIFORM & TACTICAL	VELCRO NAME/ADAMSON	GENERAL FUND	POLICE	18.50
	LS UNIFORM/SCHIBI	GENERAL FUND	POLICE	62.97
			TOTAL:	81.47
SPARKLIGHT	ACCT 110475175	GENERAL FUND	GENERAL ADMINISTRATIVE	17.42
			TOTAL:	17.42
T H ROGERS LUMBER CO	CONC BLOCK	WATER FUND	DISTRIBUTION	44.25
			TOTAL:	44.25
T T TECHNOLOGIES INC	OIL	WATER FUND	DISTRIBUTION	279.40
			TOTAL:	279.40
TOM DAVIS AUTO GROUP	OIL CHG/TIRE ROT/SENSOR	GENERAL FUND	POLICE	101.39
			TOTAL:	101.39
TYLER TECHNOLOGIES, INC	INSITE TRANS FEE	WATER FUND	ADMINISTRATIVE	1,798.00
			TOTAL:	1,798.00

19

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
U.S. POSTAL SERVICE	POSTAGE FOR WATER NOTIFIC	WATER FUND	ADMINISTRATIVE	1,501.00
			TOTAL:	1,501.00
WAXIE SANITARY SUPPLY	SUPPLIES	GENERAL FUND	GENERAL ADMINISTRATIVE	67.74-
	SUPPLIES	GENERAL FUND	GENERAL ADMINISTRATIVE	1,329.87
			TOTAL:	1,262.13

===== FUND TOTALS =====	
01 GENERAL FUND	12,845.32
15 TOURISM	6,980.75
18 MAINTENANCE FUND	1,586.62
27 ECONOMIC DEV SALES TAX	2,489.00
28 PARK SALES TAX FUND	2,935.00
37 HEALTH INSURANCE RESERVE	68,946.92
50 WATER FUND	17,683.15
55 SEWER FUND	1,707.90
65 STORMWATER UTILITY	21,550.80
70 SANITATION FUND	27,235.47

GRAND TOTAL:	163,960.93

20

Memorandum

City of Parsons

Engineering/Public Works Department

TO: Debbie Lamb, City Manager

FROM: Joan Vitt, Administrative Assistant to City Manager

DATE: October 9, 2023

RE: **Commercial Bank's Annual Monster March**

Please include the following item on the City Commission consent agenda for consideration at the October 16th, 2023, City Commission meeting:

Details

The Commercial Bank Halloween Monster March is scheduled for Thursday, October 26, 2023. For the safety of the children, we request that the downtown be closed to vehicle traffic from 5:00 PM until 9:00 PM. This would involve blocking off Main - from 17th to Central Streets, and one block of 18th - from Main to Broadway using city barricades. Barricades placed at the appropriate intersections will be set up and taken down by Commercial Bank staff. Commercial Bank would also request the use of orange cones for lining up the participants.

Action Requested

Approve Blocking Main Street 17th Street to Central and 18th Street from Main to Broadway. Borrowing barricades and orange cones.

Darrell Moyer – City Engineer/Public Works Director

Memorandum
City of Parsons
Utilities Department

TO: Debbie Lamb, City Manager

FROM: Darrell Moyer, Director of Engineering/Public Works

DATE: October 09, 2023

RE: Payment Request #2 J.Graham Construction, Inc., on KDOT CCLIP Project No. 2023-03 Resurfacing Project (US Hwy 59 Clark to Dirr) KDOT 59-50-U-2392-01

Please include the following item on the City Commission consent agenda for consideration at the October 16, 2023 meeting:

Payment of Request #2 for \$45,315.81 to J. Graham Construction, Inc for work on KDOT Project No. 2023-03. KDOT CCLIP Project No. 2023-03 Resurfacing Project (US Hwy 59 Clark to Dirr)

Project Details

Requesting payment to J Graham, Inc. For the work done through September 22, 2023 the US Hwy 59 – Resurfacing Project (US Hwy 59 Clark to Dirr)

Action Request

Payment of \$45,315.81 to J. Graham Construction, Inc for work on KDOT Project No. 2023-03. KDOT CCLIP Project No. 2023-03 Resurfacing Project (US Hwy 59 Clark to Dirr)

Darrell Moyer
Director of Engineering/Public Works

TRANSYSTEMS

TranSystems

115 S. Sixth Street
Suite B
Independence, KS 67301
Tel 620 331 3999
www.transystems.com

Darrell Moyer
City of Parsons
112 S. 17th St
Parsons, KS
67357

September 26, 2023

Re: CCLIP Project US 59(16th St.) Clark Ave. to Dirr Ave.

Mr. Moyer,

TranSystems has reviewed the submitted Pay Request No. 2 from Graham Construction for work performed on the CCLIP Project US 59(16th St.) Clark Ave. to Dirr Ave. We do agree with the total amount of work completed to date being \$68,100.90 with the removal of the 10% retainage \$6,810.09 and the previous payment of \$15,975.00 leaves the total sum to be paid in the amount of \$45,315.81. If you have any questions, please feel free to contact me.

Thank you



Jon L. Johnson
Project Manager, TranSystems

23

CCLIP Project US 59(16th St.) Clark Ave. to Dirr Ave.

REQUEST FOR PAYMENT

From: J. Graham Construction Inc.

To: City of Parsons
PO Box 1037
Parsons, KS 67357

Pay Request No.: 2
Pay Request Amount: 45,315.81
Period Ending Date: 9/22/2023

Contract For:

Request for Payment:

Original contract amount

Approved changes

Revised contract amount

Contract completed to date

Less retainage

Total completed less retainage

Less previous requests

Current request for payment:

Current billing

Less current retainage

Current Amount Due

Remaining contract to bill

Project: CCLIP Project KDOT 5950U-2392-01
Clark Ave. to Dirt Ave.

Contract date: 9/5/2023

Architect/Engineer: TranSystems

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Previous changes approved by Owner		
Total approved this Request	\$16,520.00	
TOTALS	\$16,520.00	
NET CHANGES by Change Order	\$16,520.00	

I certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all subsequent changes thereto) between the undersigned and the Parsons, City of relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR:

By:

Date:

Stephen J. Graham
10.9.2023

Director of Engineering

Mayor

Date

Date

Memorandum
City of Parsons
Utilities Department

TO: Debbie Lamb, City Manager

FROM: Darrell Moyer, Director of Engineering/Public Works

DATE: October 09, 2023

RE: Payment Request #3 J.Graham Construction, Inc., on KDOT CCLIP Project No. 2023-03 Resurfacing Project (US Hwy 59 Clark to Dirr) KDOT 59-50-U-2392-01

Please include the following item on the City Commission consent agenda for consideration at the October 16, 2023 meeting:

Payment of Request #3 for \$83,518.65 to J. Graham Construction, Inc for work on KDOT Project No. 2023-03. KDOT CCLIP Project No. 2023-03 Resurfacing Project (US Hwy 59 Clark to Dirr)

Project Details

Requesting payment to J Graham, Inc. For the work done through October 6, 2023 the US Hwy 59 – Resurfacing Project (US Hwy 59 Clark to Dirr)

Action Request

Payment of \$83,518.65 to J. Graham Construction, Inc for work on KDOT Project No. 2023-03. KDOT CCLIP Project No. 2023-03 Resurfacing Project (US Hwy 59 Clark to Dirr)

Darrell Moyer
Director of Engineering/Public Works

TRANSYSTEMS

TranSystems

115 S. Sixth Street
Suite B
Independence, KS 67301
Tel 620 331 3999
www.transystems.com

Darrell Moyer
City of Parsons
112 S. 17th St
Parsons, KS
67357

October 9, 2023

Re: CCLIP Project US 59(16th St.) Clark Ave. to Dirr Ave.

Mr. Moyer,

TranSystems has reviewed the submitted Pay Request No. 3 from Graham Construction for work performed on the CCLIP Project US 59(16th St.) Clark Ave. to Dirr Ave. We do agree with the total amount of work completed to date being \$160,899.40 with the removal of the 10% retainage \$16,089.94 and the previous payment of \$61,290.81 leaves the total sum to be paid in the amount of \$83,518.65. If you have any questions, please feel free to contact me.

Thank you



Jon L. Johnson
Project Manager, TranSystems

26

CCLIP Project US 59(16th St.) Clark Ave. to Dirr Ave.

REQUEST FOR PAYMENT

From: J. Graham Construction Inc.

To: City of Parsons
PO Box 1037
Parsons, KS 67357

Pay Request No.: 3
Pay Request Amount: 83,518.65
Period Ending Date: 10/6/2023

Contract For:		Project: CCLIP Project KDOT 5950U-2392-01 Clark Ave. to Dirt Ave.	
Request for Payment:		Contract date: 9/5/2023	
Original contract amount	\$ 292,096.30	Architect/Engineer: TranSystems	
Approved changes	\$ 16,520.00		
Revised contract amount	\$ 308,616.30		
Contract completed to date	\$ 160,899.40		
Less retainage	\$ 16,089.94		
Total completed less retainage	\$ 144,809.46		
Less previous requests	\$ 61,290.81		
Current request for payment	\$ 83,518.65		
Current billing	\$ 92,798.50		
Less current retainage	\$ 9,279.85		
Current Amount Due	\$ 83,518.65		
Remaining contract to bill	\$ 147,716.90		

I certify that the work performed and the materials supplied to date as shown on the above request are actual value of the accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and the Parsons, City of relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR:

By: Stephen J. Hudson
Date: 10.9.2023

Director of Engineering

Mayor

Date

Date

Memorandum
City of Parsons
Utilities Department

TO: Debbie Lamb, City Manager

FROM: Derek Clevenger, Director of Utilities DC

DATE: October 9, 2023

RE: **Pay Request No. 3, Project 2021-02, Corning Ave. Storm Water Lift Station Rehab**

Please include the following item on the City Commission consent agenda for consideration at the October 16, 2023 meeting:

Pay Request No. 3, Project 2021-02, Corning Ave. Storm Water Lift Station Rehab

The attached pay request is for work accomplished through September 22, 2023 for Project 2021-02, Corning Ave. Storm Water Lift Station Rehab, in the amount of **\$220,352.50**.

Funding

ARPA Funds and Stormwater Funds

Action Request

Approve and authorize payment to LaForge and Budd Construction Co. for Pay Request No. 3 in the amount of **\$220,352.50**.

Contractor's Application for Payment

Owner: <u>City of Parsons</u> Engineer: <u>Midwest Engineering Group, LLC</u> Contractor: <u>LaForge and Budd Construction Co, Inc.</u> Project: <u>Corning Avenue Storm Water Lift Station Rehab</u> Contract: <u>Corning Avenue Storm Water Lift Station Rehab</u>	Owner's Project No.: _____ Engineer's Project No.: <u>2021-Parsons-07-001</u> Contractor's Project No.: <u>22-002</u>																								
Application No.: <u>3</u> Application Date: <u>9/28/2023</u> Application Period: From <u>8/18/2023</u> to <u>9/22/2023</u>																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 30%; text-align: right;">\$ 719,000.00</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$ 719,000.00</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$ 568,200.00</td> </tr> <tr> <td>5. Retainage</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a. 5% X \$ 568,200.00 Work Completed =</td> <td style="text-align: right;">\$ 28,410.00</td> </tr> <tr> <td style="padding-left: 20px;">b. 5% X \$ - Stored Materials =</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td style="padding-left: 20px;">c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$ 28,410.00</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$ 539,790.00</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td style="text-align: right;">\$ 319,437.50</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$ 220,352.50</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td> <td style="text-align: right;">\$ 179,210.00</td> </tr> </table>		1. Original Contract Price	\$ 719,000.00	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ 719,000.00	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 568,200.00	5. Retainage		a. 5% X \$ 568,200.00 Work Completed =	\$ 28,410.00	b. 5% X \$ - Stored Materials =	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 28,410.00	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 539,790.00	7. Less previous payments (Line 6 from prior application)	\$ 319,437.50	8. Amount due this application	\$ 220,352.50	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 179,210.00
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8. Amount due this application	\$ 220,352.50																								
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 179,210.00																								
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: <u>LaForge and Budd Construction Co, Inc.</u> Signature: <u><i>Jerisa Hays</i></u> Date: <u>9/28/2023</u>																									
Recommended by Engineer By: <u><i>[Signature]</i></u> Title: <u>Engineer</u> Date: <u>10/2/23</u>	Approved by Owner By: <u><i>[Signature]</i></u> Title: <u>Mayor</u> Date: <u>10-4-20-23</u>																								
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																								

Signed on 10-4-23 in error. Will correct on 10-16-23.

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Parsons	Owner's Project No.:	
Engineer:	Midwest Engineering Group, LLC	Engineer's Project No.:	2021-Parsons-07-001
Contractor:	LaForge and Budd Construction Co, Inc.	Contractor's Project No.:	22-002
Project:	Corning Avenue Storm Water Lift Station Rehab		
Contract:	Corning Avenue Storm Water Lift Station Rehab		

Application No.:	3	Application Period:	From	08/18/23	to	09/22/23	Application Date:	09/28/23
A	B	C	D	E	F	G	H	I
			Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Item No.	Description	Scheduled Value (\$)						
Original Contract								
1	Mobilization/Demobilization	75,000.00	37,500.00	18,750.00		56,250.00	75%	18,750.00
2	Demobilization of Existing Equipment	65,000.00	48,750.00			48,750.00	75%	16,250.00
3	Storm Water Rehab	538,000.00	250,000.00	180,400.00		430,400.00	80%	107,600.00
4	Reconnect Existing Electrical	41,000.00		32,800.00		32,800.00	80%	8,200.00
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Contractor's Application for Payment

Application No.: 3 Application Period: From 08/18/23 to 09/22/23 Application Date: 09/28/23

31

Memorandum
City of Parsons
Utilities Department

TO: Debbie Lamb, City Manager

FROM: Derek Clevenger, Director of Utilities DC

DATE: October 09, 2023

RE: Approve and authorize the Mayor's signature on Loan Agreement for KPWSLF Project No. 3139

Please include the following item on the City Commission consent agenda for consideration at the October 16, 2023 meeting:

Approve and authorize the Mayor's signature on Loan Agreement for KPWSLF Project No. 3139

This is a loan agreement with KDHE for the lead and copper evaluation being completed by Trekk Design Group. The loan is for \$324,156.00 with \$158,836.00 in estimated loan forgiveness. The net loan amount is \$165,320.00 with an interest rate of 2.21% for 20-years.

Funding

Water Funds

Action Request

Approve and authorize the Mayor's signature on Loan Agreement for KPWSLF Project No. 3139

LOAN AGREEMENT

Between

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

and

THE CITY OF PARSONS, KANSAS

KPWSLF PROJECT NO. 3193

EFFECTIVE AS OF SEPTEMBER 15, 2023

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

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EXHIBIT A - DESCRIPTION OF THE PROJECT

EXHIBIT B - DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

EXHIBIT C - CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

EXHIBIT D - USE OF LOAN PROCEEDS

EXHIBIT E - INSTRUCTIONS FOR REQUESTING DISBURSEMENTS

EXHIBIT F - FORM OF MUNICIPALITY ORDINANCE

EXHIBIT G - FORM OF OPINION OF MUNICIPALITY'S COUNSEL

EXHIBIT H - MUNICIPALITY'S NOTICE ADDRESS

EXHIBIT I - FORM OF FINANCIAL INTEGRITY ASSURANCE CONDITIONS

EXHIBIT J - FORM OF QUALIFIED USER CERTIFICATE

RECITALS

KANSAS PUBLIC WATER SUPPLY LOAN FUND LOAN AGREEMENT

THIS LOAN AGREEMENT, effective as of September 15, 2023, by and between the KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT ("KDHE"), acting on behalf of THE STATE OF KANSAS (the "State"), and PARSONS, KANSAS, a "Municipality" according to K.S.A. 65-163d, hereinafter referenced as the "Municipality";

WITNESSETH:

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

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

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

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

WHEREAS, the Secretary, Kansas Development Finance Authority (the "Authority"), and the Kansas Department of Administration (the "DOA") have entered into an Inter-Agency Agreement dated as of December 23, 2019, (jointly, the "Inter-Agency Agreement"), to define the cooperative relationship between KDHE, the DOA and the Authority to jointly administer certain provisions of the Loan Act; and

WHEREAS, the Authority and KDHE have supplemented the Inter-Agency Agreement by entering into a Master Indenture, dated as of November 1, 2010, as the same may be amended and supplemented from time to time (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities (as defined in the Loan Act) for Public Water Supply Projects (the "Projects") and to pledge the Loan Repayments received pursuant to such Loan Agreements to the Authority; and

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

"Bonds" means the Kansas Development Finance Authority, Kansas Revolving Loan Fund Revenue Bonds, issued in one or more series, pursuant to Bond Resolution No. 287, and supplements thereto, or such other authorization, resolution, indenture, instrument or security agreement deemed appropriate by KDFA and KDHE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Secretary" means the Secretary of KDHE

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

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

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

Section 1.02. Rules of Interpretation.

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

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

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

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

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds and proceeds of Bonds, KDHE will loan an amount not to exceed \$324,156.00 to the Municipality to pay all or a portion of the Project Costs for the Project described in *Exhibit A* hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (*Exhibit B* hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in excess of the amount of the Loan. Any amendment to *Exhibit B* shall be effected by written amendment to the Loan Agreement executed by all parties.

Section 2.02. Interest Rate. The gross interest rate on the loan shall be 2.21% per annum, which shall be assessed on the unpaid principal balance to be paid as set out in the Loan Repayment Schedule, *Exhibit B* hereto. This interest rate consists of a net loan interest rate, and a service fee, as described in *Exhibit B*.

Section 2.03. Disbursement of Loan Proceeds.

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

The Municipality may request disbursement for the following Project Costs:

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

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

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

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

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

Section 2.04. Schedule of Compliance; Completion of Project.

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

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

Section 2.05. Repayment of the Loan.

(a) **Loan Repayments.** The Municipality shall pay to KDHE, on or before the due dates, installments of principal and interest on the Loan in accordance with *Exhibit B* attached hereto, until the Loan has been paid in full. Installments of principal and interest on the Loan shall be computed and paid in accordance with the Loan Repayment Schedule on *Exhibit B* as in effect at any time under this Loan Agreement. Notwithstanding any other provision of this Loan Agreement, the first payment of principal and interest due on the Loan shall be made no more than one year after project initiation of operation. The final installment of principal under the Loan shall be fully repaid not later than 21 years after Project completion.

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

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

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

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

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

ARTICLE III

REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) **Project Costs.** The Municipality certifies that the Project Cost descriptions, as listed in *Exhibit D*, are reasonable.

Section 3.02. Particular Covenants of the Municipality.

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

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

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

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

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

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

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

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

(1) fully executed counterparts of this Loan Agreement;

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

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

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

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

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

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

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

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

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

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

(g) ***Records and Accounts.***

(1) The Municipality shall keep accurate records and accounts for its System (the "System Records"), separate and distinct from its other records and accounts (the "General Accounts"). Such System Records shall be audited annually by an independent certified public accountant or firm of independent certified public accountants, in accordance with generally accepted auditing standards, if municipal aggregate annual gross receipts are in excess of \$750,000 or if the municipality has outstanding debt in excess of \$750,000. Such audit may be a part of the single agency audit made in accordance with 2 CFR 200 which implements the Single Audit Act. Such System Records and General Accounts shall be made available for inspection by KDHE at any reasonable time, and a copy of the Municipality's annual audit, including all written comments and recommendations of such accountant, shall be furnished to KDHE within 210 days of the close of the Municipal Fiscal Year being so audited. Such audit report shall be prepared in accordance with subsection (g)(2) hereof.

(2) The Municipality shall maintain financial statements in accordance with generally accepted government accounting standards defined in the Government Accounting, Auditing, and Financial Reporting Manual (1994 Ed.), or any revised edition, issued by the Government Finance Officers Association. The financial information shall be prepared in accordance with generally accepted accounting principles (GAAP) for state and local governments.

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

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

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

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

Event Notices. For purposes of this section, "material event" shall mean any event with respect to the Municipality (if it is a Principal Participating Municipality) required to be reported by KDHE pursuant to a Continuing Disclosure Undertaking. Upon a determination by KDHE that the Municipality is a Principal Participating Municipality, KDHE will provide instructions to the Municipality identifying such events then required to be reported, and the Municipality agrees to report such events to the extent required by a Continuing Disclosure Undertaking. The existing

Continuing Disclosure Undertakings require reporting by a Principal Participating Municipality of four events, relating generally to (i) bankruptcy or insolvency, (ii) merger, consolidation or acquisition, (iii) incurrence of a financial obligation or debt and (iv) default, acceleration, termination or modification of a financial obligation or debt.

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

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

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

ARTICLE IV

ASSIGNMENT

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

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

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

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

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

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

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

ARTICLE V

DEFAULT AND REMEDIES

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

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

Section 5.03. Expenses.

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

(b) Upon the occurrence of an Event of Default on the part of KDHE, and to the extent permitted by law and availability of appropriated funds by the Kansas Legislature, KDHE shall, on demand, pay to the Municipality the reasonable fees and expenses incurred by the in Municipality in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of KDHE contained herein. Prior to incurring any such expenses, the Municipality shall provide written notice to KDHE that it intends to incur such expenses; provided, however, a failure by the Municipality to give such

notice shall not affect the Municipality's right to receive payment for such expenses. Upon request by KDHE, the Municipality shall provide copies of statements evidencing the fees and expenses for which the Municipality is requesting payment.

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

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

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

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

ARTICLE VI

MISCELLANEOUS

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

(1) to KDHE:

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

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

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

with a copy to its General Counsel

(3) to the Municipality:

at the address set forth on *Exhibit H*.

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

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

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

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

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

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

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

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

SIGNATURE AND SEAL

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



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

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

Date: 9-20-2023

THE CITY OF PARSONS, KANSAS

(Seal)

By: _____

(Printed Name)

Title: _____

Date: _____

ATTEST:

By: _____

(Printed Name)
Title: Clerk

EXHIBIT A

DESCRIPTION OF THE PROJECT

Activities required to develop drinking water service line inventories to account for any lead service lines within the distribution system, both the municipal owned and privately owned service lines. Activities can include, but are not limited to, development and delivery of user surveys, inspections of service line materials, non-regulatory testing for lead contamination in water, and purchase of pitcher filters for homes that show lead contamination in the drinking water. Construction activities involving replacement of service lines are not covered under this loan agreement.

EXHIBIT B

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue.

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

Loan Repayment Schedule.

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

Principal Forgiveness

This loan will be awarded principal forgiveness because the municipality is designated as a Disadvantaged Community by KDHE. The amount of principal forgiveness is estimated on the repayment schedule found on B-2 and will be finalized when the loan agreement is amended to reflect the final costs of the project. The municipality will be responsible for paying interest and service fee costs semiannually for any accrual that is calculated before the principal forgiveness is awarded.

KANSAS PUBLIC WATER SUPPLY LOAN FUND

Preliminary Schedule for Construction Loan Agreement
Amortization of Loan Costs as of 9/15/2023

Prepared for:
City of Parsons, Project No. 3193

Project Principal: 324,156.00
Interest During Const.: 0.00
Service Fee During Const.: 0.00
Gross Loan Costs: 324,156.00
Estimated Principal Forgiveness: 158,836.00
Net Loan Costs: 165,320.00

Gross Interest Rate Allocation thru 8/1/2028 after 8/1/2028
Service Fee Rate: 1.86% 0.35%
Net Loan Interest Rate: 0.35% 1.86%

Gross Interest Rate: 2.21%
First Payment Date: 2/1/2025
Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	2/1/2025	165,320.00	289.31	3,309.10	1,537.48	5,135.89	162,010.90
2	8/1/2025	162,010.90	283.52	3,345.67	1,506.70	5,135.89	158,665.23
3	2/1/2026	158,665.23	277.66	3,382.64	1,475.59	5,135.89	155,282.59
4	8/1/2026	155,282.59	271.74	3,420.02	1,444.13	5,135.89	151,862.57
5	2/1/2027	151,862.57	265.76	3,457.81	1,412.32	5,135.89	148,404.76
6	8/1/2027	148,404.76	259.71	3,496.02	1,380.16	5,135.89	144,908.74
7	2/1/2028	144,908.74	253.59	3,534.65	1,347.65	5,135.89	141,374.09
8	8/1/2028	141,374.09	247.40	3,573.71	1,314.78	5,135.89	137,800.38
9	2/1/2029	137,800.38	1,281.54	3,613.20	241.15	5,135.89	134,187.18
10	8/1/2029	134,187.18	1,247.94	3,653.12	234.83	5,135.89	130,534.06
11	2/1/2030	130,534.06	1,213.97	3,693.49	228.43	5,135.89	126,840.57
12	8/1/2030	126,840.57	1,179.62	3,734.30	221.97	5,135.89	123,106.27
13	2/1/2031	123,106.27	1,144.89	3,775.56	215.44	5,135.89	119,330.71
14	8/1/2031	119,330.71	1,109.78	3,817.28	208.83	5,135.89	115,513.43
15	2/1/2032	115,513.43	1,074.27	3,859.47	202.15	5,135.89	111,653.96
16	8/1/2032	111,653.96	1,038.38	3,902.12	195.39	5,135.89	107,751.84
17	2/1/2033	107,751.84	1,002.09	3,945.23	188.57	5,135.89	103,806.61
18	8/1/2033	103,806.61	965.40	3,988.83	181.66	5,135.89	99,817.78
19	2/1/2034	99,817.78	928.31	4,032.90	174.68	5,135.89	95,784.88
20	8/1/2034	95,784.88	890.80	4,077.47	167.62	5,135.89	91,707.41
21	2/1/2035	91,707.41	852.88	4,122.52	160.49	5,135.89	87,584.89
22	8/1/2035	87,584.89	814.54	4,168.08	153.27	5,135.89	83,416.81
23	2/1/2036	83,416.81	775.78	4,214.13	145.98	5,135.89	79,202.68
24	8/1/2036	79,202.68	736.58	4,260.71	138.60	5,135.89	74,941.97
25	2/1/2037	74,941.97	696.96	4,307.78	131.15	5,135.89	70,634.19
26	8/1/2037	70,634.19	656.90	4,355.38	123.61	5,135.89	66,278.81
27	2/1/2038	66,278.81	616.39	4,403.51	115.99	5,135.89	61,875.30
28	8/1/2038	61,875.30	575.44	4,452.17	108.28	5,135.89	57,423.13
29	2/1/2039	57,423.13	534.04	4,501.36	100.49	5,135.89	52,921.77
30	8/1/2039	52,921.77	492.17	4,551.11	92.61	5,135.89	48,370.66
31	2/1/2040	48,370.66	449.85	4,601.39	84.65	5,135.89	43,769.27
32	8/1/2040	43,769.27	407.05	4,652.24	76.60	5,135.89	39,117.03
33	2/1/2041	39,117.03	363.79	4,703.65	68.45	5,135.89	34,413.38
34	8/1/2041	34,413.38	320.04	4,755.63	60.22	5,135.89	29,657.75
35	2/1/2042	29,657.75	275.82	4,808.17	51.90	5,135.89	24,849.58
36	8/1/2042	24,849.58	231.10	4,861.30	43.49	5,135.89	19,988.28
37	2/1/2043	19,988.28	185.89	4,915.02	34.98	5,135.89	15,073.26
38	8/1/2043	15,073.26	140.18	4,969.33	26.38	5,135.89	10,103.93
39	2/1/2044	10,103.93	93.97	5,024.24	17.68	5,135.89	5,079.69
40	8/1/2044	5,079.69	47.24	5,079.69	8.96	5,135.89	0.00
Totals			24,492.29	165,320.00	15,623.31	205,435.60	

EXHIBIT C

CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

The standard conditions applicable to the Loan are:

- 1) Municipality agrees to expeditiously complete the Project by October 1, 2024.
- 2) The rates and ordinances enacting the System user charges and System use requirements shall be enacted prior the first scheduled loan repayment.
- 3) The Municipality agrees to make prompt payment to its contractor(s) of sums due and to retain only such amounts as may be justified by specific circumstances and provisions of this Loan Agreement or the contract.
- 4) In accordance with 2 CFR 200, which implements the Single Audit Act, the Municipality hereby agrees to obtain a single audit from an independent auditor if it expends \$750,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish Single Audit Submissions is available on the Federal Audit Clearinghouse Web site: <https://harvester.census.gov/facweb/Default.aspx> . KDHE will identify Federal funds with each disbursement made, the CFDA number is 66.468 for Capitalization Grants for Drinking Water State Revolving Funds, the federal award is from EPA and the federal award ID is 97796301.
- 5) If this Project is for a segment of a total project for the System, KDHE does not assume any obligation, commitment, or responsibility for funding any other anticipated steps, phases, segments or stages or any other improvements to the System not constituting the Project. The Municipality agrees to complete the Project in accordance with the schedule presented in **Exhibit C(1)**, regardless of whether KDHE funding is available for remaining System improvements.
- 6) The Municipality shall follow applicable state procurement laws and regulations.
- 7) The Municipality agrees to comply with the Kansas Act Against Discrimination, K.S.A. 44-1001, *et seq.* and the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111, *et seq.* as provided by law and to include those provisions in every contract or purchase order relating to the Project so that they are binding upon such subcontractors or vendors.
- 8) The Municipality shall ensure it complies with all applicable requirements of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Section 13 of the Federal Water Pollution Control Act Amendments of 1972. If the municipality contracts, subcontracts, assigns, or transfers any of the work contemplated by this loan agreement to another party, the municipality is responsible for ensuring such contractor, subcontractor, assignee, or transferee also complies with these federal nondiscrimination laws.

Other civil rights laws may impose additional requirements on the Municipality. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments,

businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

- 9) Municipalities that receive over \$100,000 in KPWSLF funds shall comply with the Anti-Lobbying Act, Title 40 CFR Part 34, and file an Anti-Lobbying Certification form and the Disclosure of Lobbying Activities form to KDHE when required. Furthermore, the Municipality shall require that the language of this certification be included in the award of any contracts funded by this loan.
- 10) The Municipality certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and Subpart C of 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Municipality must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and Subpart B of 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient may search for exclusion records at www.sam.gov.
- 11) The Municipality hereby agrees to the following Disadvantaged Business Enterprise (DBE) requirements:
 - a) Adopt the MBE/WBE Fair Share Objective/Goals established between KDHE and EPA for project contracts. These goals will be made part of the contract specifications.
 - b) Make the good faith efforts to contact DBE firms set out in 40 CFR Section 33.301 whenever procuring contract services for the project.
 - c) Comply with the administrative provisions found in 40 CFR Section 33.302
 - d) If the loan amount is greater than \$250,000, maintain a bidders list of contractors and subcontractors that have previously bid on KPWSLF projects as required by 40 CFR Section 33.501(b).
- 12) The Municipality agrees to submit to KDHE a completed EPA Form 5700-52A by April 15 and October 15 beginning the year any project related contracts are entered into thru the year those contracts have been completed.
- 13) The Municipality agrees to comply with Executive Order No. 11246 by including Section 202 of E.O. 11246 in all contracts funded in part with proceeds of this loan.
- 14) The Municipality is prohibited from procuring goods or services from persons who have been convicted of violations of the Clean Air Act or the Clean Water act.
- 15) As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:
 - a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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

EXHIBIT D

USE OF LOAN PROCEEDS

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

Project Description

1. Construction: Activities required to develop drinking water service line inventories to account for any lead service lines within the distribution system, both the municipal owned and privately owned service lines. Activities can include, but are not limited to, development and delivery of user surveys, inspections of service line materials, non-regulatory testing for lead contamination in water, and purchase of pitcher filters for homes that show lead contamination in the drinking water. Construction activities involving replacement of service lines are not covered under this loan agreement.
2. Engineering: All actual costs of planning, design and construction engineering, construction inspection, final plan of operation, operation and maintenance manual, user charge and ordinance development, and project performance services.
3. Administration: All reasonable costs of legal and financial administrative support directly provided by the project, costs of interest during construction, emergency costs associated with the project activities during construction, and the costs associated with obtaining the necessary easements for the project.

EXHIBIT E

INSTRUCTIONS FOR REQUESTING DISBURSEMENTS

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

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

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

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

You should retain one copy for your records.

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EXHIBIT E - REQUEST FOR DISBURSEMENT FROM KDHE REVOLVING LOAN PROGRAMS

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

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

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

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

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

RECIPIENT NAME:

Signature of Authorized Certifying Official

Typed or Printed Name and Title

Date Signed	Telephone (Area Code, number & ext.)	Email

EXHIBIT F

FORM OF MUNICIPALITY ORDINANCE

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF PARSONS, KANSAS
HELD ON _____ [ORDINANCE DATE]**

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

Absent:

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

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

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

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

Yes: _____.

No: _____.

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

* * * * *

(Other Proceedings)

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

(SEAL)

Clerk

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(Published in [Official City Newspaper] on [publication date])

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

Activities required to develop drinking water service line inventories to account for any lead service lines within the distribution system, both the municipal owned and privately owned service lines. Activities can include, but are not limited to, development and delivery of user surveys, inspections of service line materials, non-regulatory testing for lead contamination in water, and purchase of pitcher filters for homes that show lead contamination in the drinking water. Construction activities involving replacement of service lines are not covered under this loan agreement.
(the "Project"); and

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

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount not to exceed \$324,156.00 (the "Loan") in order to finance the Project; and

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

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

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of September 15, 2023, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the Municipality's legal counsel, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on [Ordinance Date] and [signed][and **APPROVED**]
by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[APPROVED AS TO FORM ONLY.

City Attorney

EXHIBIT G

FORM OF OPINION OF MUNICIPALITY'S COUNSEL

[Date]

Kansas Development Finance Authority
Topeka, Kansas

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
Topeka, Kansas

Re: Loan Agreement effective as of September 15, 2023, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and the City of Parsons, Kansas (the "Municipality")

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Loan Agreement (the "Loan Agreement"). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Loan Agreement) for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Loan Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Ordinance No. ___ of the Municipality (the "Ordinance") adopted on _____ [Ordinance Date], and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and

- (d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a Public Water Supply System, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Loan Agreement.
5. The Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion I have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through KDHE.
6. By adopting the Ordinance, the Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,

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EXHIBIT H

MUNICIPALITY'S NOTICE ADDRESS

City of Parsons
Attn: City Clerk
112 S 17th Street
Parsons, Kansas 67357

EXHIBIT I

FORM OF FINANCIAL INTEGRITY ASSURANCE CONDITIONS

Recitals

A. The Municipality has entered into a certain Loan Agreement (the "Loan Agreement") with KDHE, pursuant to the provisions of K.S.A. 65-165d *et seq.* (the "Loan Act") to finance improvements to the Municipality's public water supply system (the "System"), pursuant to the Program.

B. The Loan Act specifically grants to the Secretary of KDHE (the "Secretary") certain powers and remedies to enforce the Loan Agreement. The Loan Agreement permits the Secretary to require the Municipality to comply with conditions as a means of assisting the Municipality to maintain financial integrity of the System over the term of the Loan Agreement.

C. This conditions set forth KDHE's undertakings with respect to the Municipality, the Municipality's obligations to KDHE to assist in the performance of the Municipality's covenants pursuant to the Loan Agreement.

D. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

Agreements

IN ADDITION TO THE SPECIFIC COVENANTS OF THE MUNICIPALITY CONTAINED IN THE LOAN AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. ***Quarterly Management Report.*** The Municipality will complete a quarterly management report of financial information in the form prescribed by KDHE and review the same at the next meeting of the Municipality's governing body after completion of the report. A copy of the report as reviewed and approved by the Municipality's governing body will be retained in the official records of the Municipality and shall also be furnished to KDHE. The initial Quarterly Management Report shall be submitted to KDHE for the first full calendar quarter following execution of the loan agreement.

2. ***Inspection of Books and Records.*** The Municipality will make available its financial books and records for inspection by a duly authorized representative of KDHE upon reasonable written request of KDHE.

3. **Annual Budget.** Not later than the date required by statute, other legal document requirement or 120 days prior to the beginning of the Municipality's fiscal year, whichever is earlier, the Municipality's governing body will adopt a budget of anticipated receipts and expenditures of the System for the ensuing fiscal year. A copy of such adopted System budget will be retained in the official records of the Municipality and a copy shall be furnished to KDHE. The initial budget of the Municipality shall be submitted to KDHE for the fiscal year after the loan agreement is executed.

4. **Annual Audit.** If an annual financial audit is required by Section 3-02(k)(1) of the Loan Agreement, no less than 90 days prior to the end of the Municipality's fiscal year, the Municipality shall submit to KDHE a written report stating the identity of the certified public accountant that has been engaged to conduct the audit of the Municipality's financial records for the preceding fiscal year required by the Loan Agreement, and the anticipated date of receipt of the report of such audit. The Municipality shall cause an audit of its financial records, in a form required by the Loan Agreement, to be completed not less than 210 days after the end of each fiscal year or such earlier date as may be required by statute or other legal document requirement, whichever is earlier. The audit must include a calculation of the Debt Service Coverage Ratio in its notes. Copies of such audit report shall be: (a) submitted to the Municipality's governing body for review; (b) retained in the Municipality's official records; and (c) furnished to KDHE. The initial audit of the Municipality shall be submitted for the fiscal year in which the loan agreement was executed.

5. **Proposed Remediation Plan.** Within 60 days of receipt of the Municipality's audit report, KDHE shall review the same to determine compliance with the financial covenants contained in the Loan Agreement. If the Municipality is not in compliance with the financial covenants set forth in the Loan Agreement, KDHE will offer rate review services to the municipality. KDHE shall also review the audit and the quarterly management reports required by Section 1 hereof, for developing trends, which, if continued, will result in noncompliance in future years. Within 30 days after receipt of the rate review offered by KDHE, the Municipality's governing body will meet to review such recommendations and will submit to KDHE its written plan for curing the deficiencies and/or implementing the rate review recommendations.

9. **Term.** These conditions shall take effect upon signature of the loan agreement or amendment and delivery by the parties hereto, and will remain in effect until all payments to be made by the Municipality under the Loan Agreement have been paid in full.

10. **Binding Effect; Beneficiaries.** These conditions shall bind the parties hereto, their respective successors and assigns, and is made for the benefit of KDFA and KDHE, and the parties.

EXHIBIT J

FORM OF QUALIFIED USER CERTIFICATE

The undersigned is making the following representations and covenants on behalf of the City of Parsons (the "Municipality") in connection with the loan of funds to it (the "Loan") by the Kansas Department of Health and Environment ("KDHE"). The loan between KDHE and the Municipality (the "Loan Agreement") is dated September 15, 2023. The Municipality understands that all or a portion of the proceeds of its Loan may be funded with proceeds of bonds issued by Kansas Development Finance Authority ("KDFA") the interest on which is intended to be exempt from Federal income tax ("Tax-Exempt Bonds"). In the Loan Agreement the Borrower agreed that it would not use any portion of the proceeds of the Loan or the facilities financed with the proceeds of the Loan (the "Financed Facility") in a manner that could cause interest on any of the Tax-Exempt Bonds to become subject to income tax. Each of the following representations and covenants is made for the purpose of satisfying this covenant contained in the Loan Agreement.

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

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

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

"Non-Qualified User" means any person or entity other than a Qualified User.

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

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

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

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

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

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

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

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

THE CITY OF PARSONS

By: _____

Printed Name

Title

City of Parsons Application for Citizen Boards/Commission



Contact Information

Name Chris Miller
 Street Address 1118 31st Terrace
 City ST ZIP Code Parsons, KS 67357
 Home Phone -
 Cell Phone 620 423-9380
 Work Phone -
 E-Mail Address Christinemiller586@gmail.com

Boards/Commissions: (Check one or more)

- | | | |
|---|---|--|
| <input type="checkbox"/> Airport Advisory | <input type="checkbox"/> Historical | <input type="checkbox"/> Planning Commission/Board of Zoning |
| <input type="checkbox"/> Arts Council | <input checked="" type="checkbox"/> Library | <input type="checkbox"/> Public Housing |
| <input type="checkbox"/> Building Trades | <input type="checkbox"/> Lake Advisory | <input type="checkbox"/> Recreation |

Background/Interest/Qualifications

Give a brief description of your background:

I was born & raised most of my life in Florence, KS a small farming community. The public library there was my "go to" place. I graduated from WSU with a degree in El. Ed.

Work History:

I worked at Greenbush as an Early Childhood Sp. Ed teacher for 30 years. Before that in Wichita. I am now retired and do some substitute teaching at USD 503.

Why do you wish to serve on a board or commission?

Reading is my passion & after I retired I began reading more & using the library more. I was impressed with all the activities the library has to offer. I believe in public libraries & that everyone has a right to use them and find books that are of interest to them.

City of Parsons Application for Citizen Boards/Commission



Would your appointment to the board/commission create any conflicts of interest due to your employment of business endeavors? If so, please explain.

No.

Have you previously served on an advisory board, committee or governing body? If so, please list appointments and dates.

I served on the SEK-CAP board for many years & served as VP. I gave up my position on the board in June, 2022.
I've served on various education committees during my teaching tenure. Also was a member of LB. Co. Coalition before it folded in 2020. Was active for almost 30 years.

References

1. Bobbie Wiltse - 620 717-1039
2. Beth Case - 620 429-2949
3. Heidi Daley - 620 423-1057

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a board or commission member, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed) Chris Miller

Signature Chris Miller

Date 9/25/23

Please attach additional information as necessary

City of Parsons Application for Citizen Boards/Commission




Please return application to Parsons Public Library.

Parsons Public Library
311 S. 17th Street
Parsons KS 67357
Email to: sgraven@parsonslibrary.org
Questions: (620) 421-5920


Pricing

	Ford Police Interceptor PPV
Vehicle Make, Model, Year	
Engine: [] 3.3 Direct-Injection V6 [X] 3.0L EcoBoost®	
Bid Price (vehicle)	\$47,810.00
Bid Price (total outfitting: equipment & labor)	\$17,378.93
Shipping/Delivery	Included
Extended Warranty if Available	
Total Vehicle Bid Price	\$65,188.93
Suggested or Available Options:	
Suggested Additions and cost:	
Estimated Delivery Date	January-February 2024

Vendor Name	Superior Emergency Response Vehicles
Vendor Mailing Address	P.O. Box 965
Vendor Contact Person	Andy Saville
Contact Person Telephone(s)	316-733-2223 / 316-390-7180
Contact Person E-Mail	andy@servllc.com
Vendor Representative	
Signature 	Date 10/10/2023

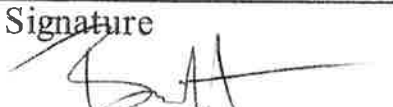
Pricing

	Ford Police Interceptor PPV
Vehicle Make, Model, Year	
Engine: [<input checked="" type="checkbox"/>] 3.3 Direct-Injection V6 [<input type="checkbox"/>] 3.0L EcoBoost®	
Bid Price (vehicle)	\$ 49,733
Bid Price (total outfitting: equipment & labor)	\$ 16,112
Shipping/Delivery	\$
Extended Warranty if Available	\$
Total Vehicle Bid Price	\$ 65,845
Suggested or Available Options:	
Suggested Additions and cost:	
Standard Warranty 3yr/36,000	Included
Rust Warranty	See Attached
Drive Train 5yr/100,000	Included
Estimated Delivery Date	24 weeks months

Vendor Name	Dana Safety Supply
Vendor Mailing Address	4809 Koger Blvd., Greensboro NC
Vendor Contact Person	Pat Hope
Contact Person Telephone(s)	901-647-7766
Contact Person E-Mail	phope@danasafetysupply.com
Vendor Representative	Pat Hope
Signature 	Date 10-10-23

Pricing

	Ford Police Interceptor PPV
Vehicle Make, Model, Year BLACK 2023 FORD PIU (NEW)	
Engine: [X] 3.3 Direct-Injection V6 (x2) [] 3.0L EcoBoost®	
Bid Price (vehicle) (VEHICLES ON THE GROUND RIGHT NOW)	94,600.00
Bid Price (total outfitting: equipment & labor)	41,060.00
Shipping/Delivery	1,800.00
Extended Warranty if Available	N/A
Total Vehicle Bid Price	137,400.00
Suggested or Available Options:	
Suggested Additions and cost:	N/A
Estimated Delivery Date	2/26/24

Vendor Name	SPECIALTY VEHICLE SOURCE
Vendor Mailing Address	859 S. WASHINGTON, JUNCTION CITY, KS, 66441
Vendor Contact Person	BRIAN WYATT
Contact Person Telephone(s)	785 477 8370
Contact Person E-Mail	brian@svsks.com
Vendor Representative	
Signature 	Date 10/10/23

CITY OF PARSONS												
BILLING- WATER, WASTEWATER AND SANITATION 2023												
MONTH	#CUST	WATER	CONSUMP.	EPA COMP	SEWER	SANIT	POLYCTS	MISC.	STM WTR	SALES TAX	TOTALS	
January	4278	244,539.14	26,367,537	58,605.00	166,268.18	104,883.40	5,882.00	404.14	39,016.00	4,129.94	623,727.80	
February	4284	241,868.94	25,928,162	58,680.00	176,531.80	105,546.38	5,887.00	600.00	38,988.00	4,475.75	632,577.87	
March	4284	199,230.84	20,216,635	58,695.00	159,259.16	104,962.24	5,909.50	600.00	39,052.00	3,893.86	571,602.60	
April	4296	219,772.46	22,848,302	58,905.00	167,759.33	105,445.54	5,924.00	625.00	39,189.00	4,195.05	601,815.38	
May	4285	270,098.46	30,752,018	58,680.00	183,633.62	105,875.44	5,949.00	700.00	39,144.00	4,994.28	669,074.80	
June	4274	243,291.29	27,846,284	58,530.00	174,064.70	105,439.46	5,902.00	1,548.44	39,071.00	4,325.44	632,172.33	
July	4275	211,383.70	23,421,738	58,515.00	161,038.00	105,558.20	5,912.00	877.49	39,174.00	4,006.64	586,465.03	
August	4263	264,395.56	31,092,702	58,335.00	176,389.07	105,654.15	5,910.00	475.00	39,031.00	4,635.24	654,825.02	
September	4277	269,907.93	30,830,114	58,545.00	183,378.47	105,874.56	5,942.00	956.15	39,128.00	4,746.88	668,478.99	
October											0.00	
November											0.00	
December											0.00	
TOTALS	38516	2,164,488.32	239,303,492	527,490.00	1,548,322.33	949,239.37	53,217.50	6,786.22	351,793.00	39,403.08	5,640,739.82	

Parsons Fire Department



Parsons, KS

This report was generated on 10/11/2023 9:57:50 AM

Incident Type Count per Shift for Date Range

Start Date: 09/01/2023 | End Date: 09/30/2023

INCIDENT TYPE	# INCIDENTS
A Shift	
131 - Passenger vehicle fire	2
311 - Medical assist, assist EMS crew	12
444 - Power line down	1
611 - Dispatched & cancelled en route	1
746 - Carbon monoxide detector activation, no CO	1
Total Incidents per Shift:	17
B Shift	
311 - Medical assist, assist EMS crew	19
322 - Motor vehicle accident with injuries	1
324 - Motor vehicle accident with no injuries.	1
551 - Assist police or other governmental agency	1
700 - False alarm or false call, other	1
743 - Smoke detector activation, no fire - unintentional	1
Total Incidents per Shift:	24
C Shift	
111 - Building fire	1
311 - Medical assist, assist EMS crew	13
511 - Lock-out	1
561 - Unauthorized burning	3
733 - Smoke detector activation due to malfunction	1
Total Incidents per Shift:	19
Total Sum of all Incidents:	60

Incident Type Count per Shift for Date Range on Reviewed Incidents



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MR2

Parsons Fire Department



Parsons, KS

This report was generated on 10/11/2023 10:11:52 AM

Hours Spent per Activity Code for Date Range

Start Time: 00:00 | End Time: 23:00 | Start Date: 09/01/2023 | End Date: 09/30/2023

ACTIVITY CODE	# OF ITEMS	TIME SPENT	% TOTAL TIME
Alarm - Alarm Response	187	59:18	7.54
Assist - Assist other departments	11	14:30	1.84
Burn - Burning permit	4	1:14	0.16
Comm - Community activities	5	1:15	0.16
Daily - Daily check and cleans	157	286:30	36.43
EMSInitial - EMS Initial	3	12:00	1.53
Fuel - Fueled Apparatus	15	3:54	0.50
Insp1 - Fire Inspection	45	152:00	19.33
Maint1 - Maintenance L1	3	3:00	0.38
Maint4 - Maintenance E4	6	6:00	0.76
MaintRes - Maintenance Rescue	5	7:30	0.95
MaintS2 - Maintenance Station 2	8	17:30	2.23
Phys - Physical Fitness	47	50:00	6.36
Prev - Fire prevention	3	0:30	0.06
Professional - Professional Development	19	15:30	1.97
Smoke - Smoke detector	1	0:30	0.06
Training - Recruit Training	5	5:00	0.64
Training - Training - Rescue	6	18:00	2.29
Training - Company Training	33	60:45	7.72
Training Driver - Driver / Apparatus Training	13	23:30	2.99
Training Fire - Fire Training	20	43:00	5.47
Wash - Wash/roll hose	5	5:00	0.64
Totals	601	786:26	100%

Displays total time spent (HH:MM) by all Personnel on current ACTIVITY CODES. % TOTAL TIME is calculated by dividing the total TIME SPENT for all activities in to the TIME SPENT for an individual activity within the DATE RANGE provided. Note: this only includes time for activities where personnel have been associated to it.



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MR3

CRYPTO ADDITIONAL TREATMENT: MONTHLY TURBIDITY - DISINFECTION - CT

SUMMARY REPORT FOR THE MONTH & YEAR OF:

September-23

PWS NAME/FACILITY: PARSONS, CITY OF

ACCOUNT/PWS ID No.: KS2009914 / S5500

ADDRESS: 1625 N LINCOLN

CITY & ZIP CODE: PARSONS, KS 67357

MAIL TO:

KDHE - Bureau of Water
Public Water Supply Section
1000 SW Jackson St.; Suite 420
Topeka, KS 66612-1367

DATE	(A) Minimum Residual in Distribution System			(B) Minimum Residual Leaving the Plant			(C) Maximum Combined Filter Effluent (CFE) Turbidity Reading For Each Day	(D) Total Number of CFE Turbidity Readings Taken Each Day	(E) Number of CFE Turbidity Readings Greater than 0.15 NTU	(F) Disinfectant Contact Time Ratio GIA / VIR		Bact Samples Collected <input checked="" type="checkbox"/>
	Minimum Daily Residual (mg/L)	Disinfectant Type (Combined or Free)	# of Residual Readings Taken	Minimum Daily Residual (mg/L)	Disinfectant Type (Combined or Free)	# of Residual Readings Taken						
1	3.2	C	1	2.7	C	69	0.03	68	0	5.5502	40.977	
2	2.7	C	1	2.58	C	65	0.02	64	0	5.6657	40.995	
3	3.1	C	1	3.13	C	68	0.03	65	0	6.1085	45.407	
4	3.2	C	1	3.13	C	70	0.08	69	0	7.2197	57.212	
5	1.8	C	1	3.2	C	72	0.03	69	0	6.3945	49.14	
6	3.4	C	1	3.17	C	69	0.04	66	0	8.1312	62.187	
7	2.5	C	1	3.22	C	76	0.03	72	0	6.8935	53.762	
8	3.3	C	1	3.19	C	64	0.04	61	0	5.9334	42.857	
9	3.5	C	1	3.28	C	58	0.03	55	0	7.2325	55.744	
10	3.3	C	1	3.18	C	59	0.03	57	0	6.3027	49.386	
11	3.5	C	1	3.19	C	66	0.03	63	0	5.0291	35.744	
12	2	C	5	3.25	C	63	0.03	61	0	6.8712	53.526	X
13	3	C	1	3.2	C	62	0.04	60	0	4.8958	34.528	
14	2.8	C	1	3.21	C	64	0.03	62	0	5.3144	39.039	
15	3.3	C	1	3.61	C	96	0.02	96	0	6.4772	50.425	
16	3.1	C	1	3.39	C	61	0.07	56	0	5.5772	42.006	
17	3.2	C	1	3.27	C	58	0.02	55	0	5.3296	40.823	
18	3.1	C	1	3.32	C	65	0.03	66	0	5.6659	43.693	
19	1.2	C	5	3.33	C	66	0.03	63	0	3.3882	23.222	X
20	3.1	C	1	3.1	C	64	0.05	61	0	5.9488	47.459	
21	3.4	C	1	3.34	C	64	0.08	61	0	6.066	48.405	
22	3.5	C	1	3.33	C	55	0.02	51	0	5.8594	46.225	
23	3.7	C	1	3.34	C	61	0.02	61	0	6.3354	51.13	
24	3.4	C	1	3.3	C	59	0.03	53	0	6.7643	56.858	
25	3.3	C	1	3.44	C	64	0.03	61	0	6.266	52.438	
26	3.8	C	1	3.54	C	65	0.05	62	0	3.9867	30.67	
27	1.1	C	1	3.4	C	66	0.02	64	0	4.4386	31.996	
28	3.4	C	1	3.38	C	66	0.02	63	0	5.4588	41.586	
29	2.8	C	1	3.34	C	67	0.02	66	0	5.8195	45.261	
30	3.7	C	1	3.28	C	63	0.03	61	0	5.6524	44.024	
31												
TOTALS	1.1		38	2.58		1965	0.08	1892	0			
Percent (%) of NTU Readings Which are in Compliance:									100%			

COMMENTS:

- ☐ Please check box if disinfectant residual leaving the plant was < 0.2 mg/L (free or combined chlorine). (attach required data with this report)
- ☒ Please check box if the Individual Filter Effluent (IFE) was monitored and recorded every 15 minutes as required.
- ☒ Please check box if 95% of all IFE readings collected during the month were <= 0.15 NTU.
- ☐ Please check box if any IFE exceeded 0.34 NTU in two consecutive readings taken 15 minutes apart. (attach required data with this report)

Prepared By:

Christopher D Holding

Date Form Completed:

10/09/2023

Signature on this form certifies all information above is accurate and complete to the best of the signer's knowledge.

MR4

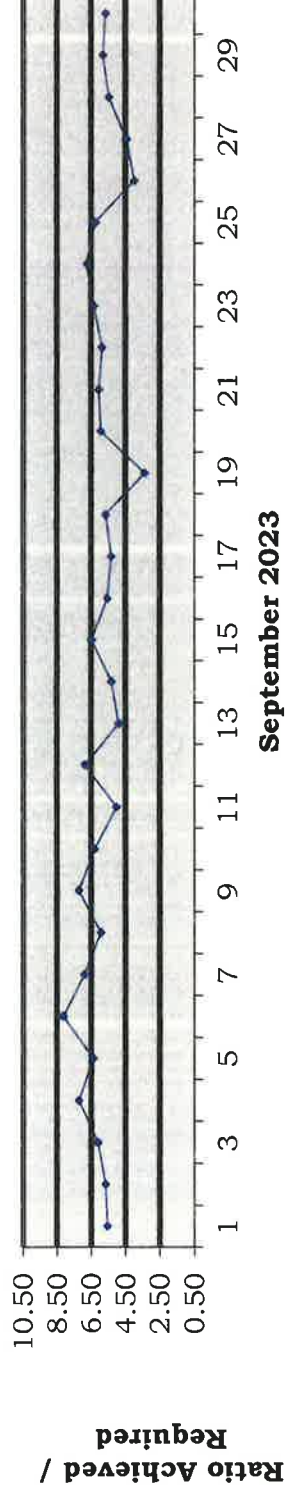
2023 PARSONS WTP CHEMICAL COST REPORT

DATE	Chlorine	ACH	NaMnO4	PAC	Caustic	Ammonia	Fluoride	Total	\$/Kgal Raw	\$/Kgal Fin	Raw Kgal	Fin Kgal
Jan-23	\$ 2,241.30	\$ 7,309.54	\$ 5,275.06	\$ 2,070.00	\$ 2,564.28	\$ 609.39	\$ 171.15	\$ 20,240.72	\$ 0.41	\$ 0.60	48,807	33,827
Feb-23	\$ 2,352.16	\$ 7,122.73	\$ 5,150.75	\$ 2,070.00	\$ 2,404.01	\$ 447.82	\$ 135.90	\$ 19,683.37	\$ 0.45	\$ 0.65	43,511	30,160
Mar-23	\$ 1,359.24	\$ 5,853.38	\$ 5,230.55	\$ 2,070.00	\$ 2,358.76	\$ 210.76	\$ 152.35	\$ 17,235.04	\$ 0.35	\$ 0.52	49,087	33,455
Apr-23	\$ 1,253.20	\$ 7,084.41	\$ 4,876.02	\$ 1,726.38	\$ 1,889.27	\$ 554.74	\$ 149.61	\$ 17,533.62	\$ 0.36	\$ 0.52	48,653	33,734
May-23	\$ 7,815.63	\$ 12,770.14	\$ 7,006.30	\$ 2,070.00	\$ 4,461.09	\$ 569.43	\$ 167.23	\$ 34,859.82	\$ 0.65	\$ 0.95	53,372	36,852
Jun-23	\$ (694.08)	\$ 10,566.74	\$ 6,128.40	\$ 2,440.53	\$ 3,433.50	\$ 501.79	\$ 158.62	\$ 22,535.50	\$ 0.41	\$ 0.60	54,494	37,295
Jul-23	\$ 3,296.88	\$ 9,829.08	\$ 5,311.90	\$ 2,070.00	\$ 4,106.62	\$ 318.70	\$ 175.46	\$ 25,108.63	\$ 0.43	\$ 0.63	59,051	40,010
Aug-23	\$ 4,818.80	\$ 13,091.07	\$ 6,393.92	\$ 2,067.93	\$ 4,274.43	\$ 706.74	\$ 184.46	\$ 31,537.35	\$ 0.52	\$ 0.75	61,104	41,806
Sep-23	\$ 2,363.01	\$ 9,316.55	\$ 4,288.20	\$ 2,070.00	\$ 1,844.02	\$ 591.97	\$ 157.83	\$ 20,631.57	\$ 0.39	\$ 0.58	52,385	35,445
Oct-23											0	0
Nov-23											0	0
Dec-23											0	0
2023 Total	\$ 24,806.13	\$ 82,943.64	\$ 49,661.11	\$ 18,654.84	\$ 27,335.98	\$ 4,511.34	\$ 1,452.60	\$ 209,365.64	\$ 0.45	\$ 0.65	470,464	322,584
2022 Total	\$ 22,067.06	\$ 71,648.68	\$ 39,070.09	\$ 13,601.28	\$ 26,117.43	\$ 5,398.08	\$ 2,495.75	\$ 180,398.37	\$ 0.30	\$ 0.47	597,648	383,041
2021 Total	\$ 5,908.14	\$ 61,454.94	\$ 37,201.82	\$ 15,169.28	\$ 19,481.44	\$ 4,971.39	\$ 1,500.31	\$ 145,687.33	\$ 0.26	\$ 0.40	554,537	363,830
2020 Total	\$ 5,043.79	\$ 58,008.50	\$ 19,967.86	\$ 25,517.10	\$ 19,927.04	\$ 4,343.87	\$ 1,905.85	\$ 134,714.01	\$ 0.25	\$ 0.34	543,998	393,125
2019 Total	\$ 5,363.57	\$ 65,200.80	\$ 21,678.79	\$ 18,909.45	\$ 21,946.88	\$ 7,065.14	\$ 2,408.45	\$ 142,573.09	\$ 0.27	\$ 0.35	528,722	402,871
2018 Total	\$ 5,187.22	\$ 42,214.10	\$ 18,358.88	\$ 10,645.44	\$ 13,141.16	\$ 6,503.37	\$ 763.81	\$ 96,813.97	\$ 0.18	\$ 0.24	529,553	408,566
2017 Total	\$ 4,693.92	\$ 34,669.91	\$ 15,826.35	\$ 18,589.20	\$ 13,067.20	\$ 4,902.29	\$ 9.21	\$ 91,758.09	\$ 0.21	\$ 0.26	446,618	347,145
2016 Total	\$ 5,454.60	\$ 39,897.10	\$ 16,230.32	\$ 12,542.54	\$ 11,652.45	\$ 5,680.26	\$ 32.22	\$ 91,489.48	\$ 0.19	\$ 0.24	494,364	375,448

MD

CT Tank Vol = 54,860 gl T10 Ratio = 0.52										Ground Storage Tank Vol = 22268 gl/ft T10 ratio = 0.10									
		Vol	HDT	DT10	CT Actual	giardia log reduct	virus log reduct	Giardia Reduction Achieved/ Required Ratio	Virus Reduction Achieved/ Required Ratio										
Date										giardia log reduct	CT Actual	DT10	HDT	Vol	Date				
09/01/23		54860	34.59	17.99	39.03	2.52	81.0	5.55	40.98	0.9	0.26	63.21	23.41	378556	09/01/23				
09/02/23		54860	37.91	19.71	39.04	2.55	81.0	5.67	41.00	1.0	0.28	64.62	25.05	365195	09/02/23				
09/03/23		54860	36.48	18.97	44.19	2.76	89.8	6.11	45.41	1.0	0.29	73.08	23.35	327340	09/03/23				
09/04/23		54860	36.36	18.90	55.01	3.32	113.4	7.22	57.21	1.0	0.29	68.56	21.91	336247	09/04/23				
09/05/23		54860	36.43	18.94	47.55	2.92	97.3	6.39	49.14	0.9	0.27	63.24	19.76	340700	09/05/23				
09/06/23		54860	35.83	18.63	59.81	3.75	123.4	8.13	62.19	1.0	0.32	72.65	22.92	354061	09/06/23				
09/07/23		54860	34.66	18.02	53.16	3.16	106.5	6.89	53.76	1.0	0.29	68.31	21.21	340700	09/07/23				
09/08/23		54860	35.72	18.57	42.53	2.61	84.6	5.93	42.86	1.1	0.36	88.18	27.64	400824	09/08/23				
09/09/23		54860	36.07	18.76	56.27	3.27	110.4	7.23	55.74	1.1	0.35	86.51	26.37	391917	09/09/23				
09/10/23		54860	36.24	18.84	51.25	2.83	97.7	6.30	49.39	1.0	0.32	81.90	25.75	403051	09/10/23				
09/11/23		54860	36.02	18.73	38.59	2.21	70.5	5.03	35.74	1.0	0.30	82.46	25.85	387463	09/11/23				
09/12/23		54860	36.31	18.88	57.21	3.14	106.0	6.87	53.53	1.0	0.30	83.17	25.59	365195	09/12/23				
09/13/23		54860	36.89	19.18	37.79	2.15	68.0	4.90	34.53	1.0	0.30	83.78	26.18	383010	09/13/23				
09/14/23		54860	37.40	19.45	44.34	2.36	77.1	5.31	39.04	1.0	0.30	86.58	26.97	391917	09/14/23				
09/15/23		54860	35.49	18.45	57.39	2.91	99.8	6.48	50.43	1.1	0.32	96.51	26.73	398597	09/15/23				
09/16/23		54860	39.33	20.45	48.06	2.46	82.9	5.58	42.01	1.1	0.33	94.50	27.88	378556	09/16/23				
09/17/23		54860	37.45	19.47	45.76	2.39	80.7	5.33	40.82	1.0	0.27	78.44	23.99	354061	09/17/23				
09/18/23		54860	37.09	19.29	51.50	2.56	86.4	5.67	43.69	1.0	0.28	82.42	24.82	374102	09/18/23				
09/19/23		54860	26.92	14.00	27.72	1.41	45.5	3.39	23.22	1.0	0.28	87.99	26.42	369649	09/19/23				
09/20/23		54860	37.27	19.38	56.78	2.70	93.9	5.95	47.46	1.0	0.27	86.77	27.99	405278	09/20/23				
09/21/23		54860	36.60	19.03	57.09	2.74	95.8	6.07	48.41	1.0	0.29	89.63	26.83	403051	09/21/23				
09/22/23		54860	35.62	18.52	53.72	2.63	91.4	5.86	46.23	1.0	0.30	91.07	27.35	391917	09/22/23				
09/23/23		54860	34.83	18.11	59.05	2.86	101.2	6.34	51.13	1.0	0.31	93.41	27.97	416412	09/23/23				
09/24/23		54860	36.99	19.24	63.86	3.06	112.7	6.76	56.86	1.1	0.32	94.57	28.66	416412	09/24/23				
09/25/23		54860	33.55	17.45	58.45	2.82	103.8	6.27	52.44	1.1	0.32	89.08	25.90	394144	09/25/23				
09/26/23		54860	23.94	12.45	34.23	1.69	60.3	3.99	30.67	1.0	0.31	86.05	24.31	345154	09/26/23				
09/27/23		54860	28.03	14.58	35.71	1.90	62.9	4.44	32.00	1.1	0.32	92.96	27.34	400824	09/27/23				
09/28/23		54860	34.66	18.02	45.59	2.41	82.1	5.46	41.59	1.1	0.32	91.38	27.03	385236	09/28/23				
09/29/23		54860	38.02	19.77	50.41	2.62	89.5	5.82	45.26	1.0	0.29	81.56	24.42	374102	09/29/23				
09/30/23		54860	38.47	20.01	48.01	2.57	87.1	5.65	44.02	1.0	0.26	75.05	22.88	331793	09/30/23				

Giardia Reduction Achieved / Required



Distribution Department Monthly Report

Sep-23

	Current month	Year-to-Date	Sep-22
Main Replacements	0	0	0
New Main Installations	0	0	0
Main Breaks	3	53	21
Main Section Replacement	1	18	5
Fire Hydrant Replacements	3	4	0
New Fire Hydrant Installations	0	3	0
Service Replacements	0	10	1
Elimination of old services	1	11	1
Perform Misc. repairs as needed	yes	yes	yes
Respond to service requests as needed	126	1158	121
Implement safety program (Hours)	2	18	2
Exercise Line Valves	yes	yes	yes
Hydrant Flushing Program	yes	yes	yes
Update Waterline maps as needed	yes	yes	yes
Clean storm drains as needed (Hours)	0	3	0

mR8

MONTHLY REPORT

September 2023

LAKE PARSONS

Water Level:

DATE:	ELEVATION:
9/1/23	921.42
9/30/23	921.17

Rainfall:

DATE:		AMOUNT:
9/8/23	Rain	1.20
9/11/23	Rain	0.40
9/19/23	Rain	0.13
9/26/23	Rain	1.60

Total Inches 3.33

There were 3.33 inches of Rain in September 2023

Total Rainfall for Year to Date	27.18
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m R9

Collection Department Monthly Report

Sep-23

	Current Month		Year-to-Date		Sep-22	
Video inspection sewer line (Hours)(Feet)	20	755	113	9,727	12	1,452
Jet rod collection system (Hours)(Feet)	10	1,355	101	32,607	36	13,822
Smoke test collection system	0		0		0	
Perform miscellaneous repairs	YES		YES		YES	
Clear emergency backups	YES		YES		YES	
Respond to service requests	98		926		127	
Perform miscellaneous repairs	YES		YES		YES	
Implement safety program (Hours)	2		18		2	
Inspect and operate flood pumps	YES		YES		YES	
Locate lines as needed	YES		YES		YES	
Update collection maps	YES		YES		YES	
Clean storm drains as needed (Hours)	10		106		8	

mR10

Sanitation Department
as of JANUARY 1 2023

JAN-DEC 2023

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
PACKER TRUCKS													
# of Trucks Driven Reg. :	5	5	5	5	5	5	5	5	5	5	5	5	
Fuel Used :	875.33	818.36	848.00	758.97	912.83	773.43	546.70	600.60					6134.22
Miles Driven :	2949	2566	276	2730	3617	2707	2391	1954					19190
Average Miles per Gallon :	3.37	3.14	3.08	3.60	3.96	3.50	4.37	3.25					
PICK UPS/GENERATOR													
# of Trucks Driven Reg. :	2	2	2	2	2	2	2	2	2	2	2	3	
Fuel Used :													0.00
Miles Driven :													0
SOLID WASTE AMOUNTS													
Solid Waste Hauled (tons) :	579.97	566.59	581.12	554.64	673.88	637.83	587.06	639.10	549.98				5370.17
Daily Average (tons) :	18.71	20.24	18.40	18.49	22.46	21.26	18.93	20.61	18.33				177.43
Weekly Average (tons) :	115.99	113.32	116.23	110.93	134.78	127.57	117.41	127.80	109.99				1074.02
MONTHLY WORK ORDERS													
Number of Work Orders :	202	222	247	293	283	331	345	419	218				2560
Tires :	6	7	9	12	6	9	13	11	7				80
Dumpsters Work Orders :	37	42	48	45	38	29	4	48	37				328
Bulk Work Orders :	112	135	141	182	208	252	280	301	131				1742
Missed Pickups :	11	8	11	13	9	8	13	17	8				98
Polycarts :	42	37	47	53	38	42	48	48	42				397
Truck 56-Residential-2013 Peterbilt													
Miles Driven :	0	-					787	39	62				888
Miles Per Gallon :	0.00						3.19		0.00				3.19
Truck 55-Residential-2015 Peterbilt													
Miles Driven :	821	631	631	677	806	754	835	835	480				6470
Miles Per Gallon :	3.49	2.99	2.99	2.85	5.37	3.09	16.70	4.29	2.54				44.31
Truck 58-Residential-2018 Peterbilt													
Miles Driven :	563	589	589	559	777	810	769	452	437				5545
Miles Per Gallon :	2.29	2.64	2.64	2.80	2.59	3.34	3.07	3.01	2.99				25.37
Truck 54-Residential 2023 Peterbilt													
Miles Driven :	711	689	689	873	938	754			785				5439
Miles Per Gallon :	2.84	2.93	2.93	1.78	3.74	3.26			2.73				20.21
Truck 59-Commercial-2016 Peterbilt													
Miles Driven :	854	657	657	621	1,096	313		628	806				5632
Miles Per Gallon :	5.93	4.41	4.41		5.17	5.59		2.45	2.60				30.56
Truck 60- Betty White 2020 Ram 5500													
Miles Driven :	182	178	178	182	78	-			-				798.00
Average Miles per Gallon :													

3211



**PARSONS MUNICIPAL AUDITORIUM, BASEMENT, COMMISSION,
CONFERENCE ROOMS and CARNEGIE ARTS CENTER**



MONTH END REPORT – SEPTEMBER 2023 (estimated attendance)

AUDITORIUM

SEPTEMBER 2023	YEAR-TO-DATE 2023	YEAR-TO-DATE 2022
TOTAL # OF SHOWS – 0	TOTAL # OF SHOWS – 8	TOTAL # OF SHOWS – 14
TOTAL ATTENDANCE – 0	TOTAL ATTENDANCE – 2,250	TOTAL ATTENDANCE – 5,300
AVERAGE ATTENDANCE – 0	AVERAGE ATTENDANCE – 281	AVERAGE ATTENDANCE – 379

BASEMENT

SEPTEMBER 2023	YEAR-TO-DATE 2023	YEAR-TO-DATE 2022
TOTAL # OF RENTALS – 3	TOTAL # OF RENTALS – 36	TOTAL # OF RENTALS
TOTAL ATTENDANCE – 75	TOTAL ATTENDANCE – 2,385	TOTAL ATTENDANCE

Basement set up for court - closed to the public for private rentals.

13 – 25 – Court Trials
20 – 25 – Court Arraignments
27 – 25 – Court Arraignments

COMMISSION ROOM AND CONFERENCE ROOM

Twelve meetings in September

CARNEGIE ARTS CENTER

7 – Recovery Event, Willie Aikins, speaker; sponsored by the Labette Center for Mental Health
9 – David Shepard and Sam Graven Wedding, Reception and Dance
18 - Parsons Arts and Humanities Meeting
28 – Grandview Corporate Event, catered dinner, and comedian

FLAGS AT HALF-STAFF A TOTAL OF 22 DAYS IN 2023

MR 12

DATE

ABATEMENTS AUG 2023

8/1/2023	2701 North BLvd	Tall Grass and Weeds
	1417 Chess	Tall Grass and Weeds
	1218 Washington	Tall Grass and Weeds
	2605 Morton	Tall Grass and Weeds
	2312 Dirr	Tall Grass and weeds
	1621 Felix	Tall Grass and Weeds, brush, trees, bushes, vines
	1109 N 21st St	Tall Grass and Weeds, brush trees bushes vines
	1402 SW 10th	Tall Grass and Weeds, brush, bushes, trees, vines
	2417 Crawford	Tall Grass and Weeds, brush, trees, bushes, vines, trash, building material, tires furniture appliances, misc junk
8/2/2023	2521 Felix	Tall Grass and Weeds
8/3/2023	1221 N 21st	Tall Grass and Weeds
	00000 Prospect	Tall grass and weeds
	1030 Briggs	Tall grass and weeds, og brush, trees, limbs vines
	2320 Clark	Trash, buillding material, tires, furniture, appliances, misc junk
8/8/2023	2017 Oak	Tall grass and weeds, brush, trees, bushes, vines
	2021 Oak	Tall grass and weeds, brush, trees, bushes, vines
8/10/2023	409 N 26th	Tall Grass and Weeds

mR13

DATE	ABATEMENTS SEPT 2023	
9/11/2023	1605 Gabriel	Accumulation of outdoor storage, dilapidated structure, inoperable abandoned vehicles, trash, building material, tires, furniture, appliances, Misc junk.
	2119 Crawford	Trash, building materials, tires, furniture, appliances, and/or misc junk, Accumulation of outdoor Storage
9/14/2023	2320 Washington	Tall Grass and Weeds, overgrown trees, brush bushes limbs and/or vines, trash building material, tires, furniture, appliances, misc junk
9/18/2023	2406 Clark	Tall Grass and Weeds
	1422 Stevens	Tall Grass and weeds, overgrown Trees, brush, bushes, limbs and/or vines
9/22/2023	2126 Crawford	Tall grass and Weeds, brush, trees, bushes, vines
	2122 Crawford	Tall grass and Weeds, brush, trees, bushes, vines
9/26/2023	419 N Central	Tall grass, weeds, trees, bushes, and /or vines
	410 N 27th	Tall grass, weeds, brush, tree, bushes, property maintenance, Dilapidated structure
9/28/2023	2630 Crawford	tall grass and weeds, brush, trees, bushes and or vine
	1316 Briggs	Tall grass and weeds, inoperable/abandoned vehicles
	3001 Stevens	Tall grass, weeds, brush, overgrown bushes, weeds, trees, limbs, trash, building material, furniture, tires, appliances, misc junk

m R14

BUILDING PERMITS

AUGUST 2023

Permit #	Date	Address	Contractor	Description of Construction	Valuation
			RESIDENTIAL		
5901	8/4/2023	210 S 7th	Oakwood Homes	Residential Home	\$125,000.00
5936	8/21/2023	631 N 30th	Jack of All Trades	replace shingles	\$5,030.00
5939	8/22/2023	28 Birch Drive	South Roofing	Replace Roof	\$11,523.00
5940	8/23/2023	1625 Grand	Self	Replace Fence	\$1,100.00
5941	8/23/2023	1430 Crawford	Self	Privacy Fence	\$1,000.00
5942	8/24/2023	1529 Chess	Shine Solar	Solar Panel Installation	\$25,000.00
5944	8/318/23	1311 S 26th	816 Solar Pro	mounted solar array	\$30,000.00
			COMMERCIAL		
5934	8/2/2023	3624 Main	Self	Metal Building	\$87,633.00
5935	8/14/2023	1621 Main	Sign Designs	install new sign	\$35,694.00
5937	8/22/2023	2215 Appleton	Robert Hams/Charles Gros	addition	\$25,000.00
5938	8/22/2023	211 E Main	Jayhawk Signs	Replace sign	\$12,000.00
5943	8/29/2023	1902 S US 59	Allen Sign Studio	replaceing letters on sign	\$2,000.00

\$360,980.00

Summary

Building permits issued - 7

Demolition permit issued -

Commercial Permits - 5

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SEPTEMBER 2023

Permit #	Date	Address	Contractor	Description of Construction	Valuation
		RESIDENTIAL			
5945	9/5/2023	813 Alice Ave	Self	install assembled shed	\$8,000.00
5946	9/11/2023	1830 Kennedy	Self	Porch Remodel	\$20,000.00
5947	9/14/2023	539 Barton	Self	Privacy Fence	\$2,000.00
5948	9/20/2023	1105 31st Ter	Self	Privacy Fence	\$1,900.00
5949	9/20/2023	1615 Wilson	Calvin Bigler	Garage	\$27,737.00
5950	9/22/2023	1001 Briggs	Pete Carrillo	Garage	\$14,000.00
5953	9/22/2023	306 N 35th	D&M Mini Barns	Storage Shed	\$15,200.00
5954	9/22/2023	1021 S 32nd	Bird Dog Roofing	Roof	\$10,082.00
5955	9/23/2023	1817 Kennedy	Oklahoma Barns	14x26 bldg for crafts	\$10,500.00
5958	9/26/2023	2505 Washington	Self	New Shop	\$50,000.00
			COMMERCIAL		
5951	9/22/2023	201 Central	Pete Carrillo	Commercial Fence	Unknown
5957	9/26/2023	2514 Belmont	Griswald Roofing	Roof Repair	\$7,500.00
5959	9/27/2023	405 Main St	M. Martin Construction	Garage	\$70,000.00
5960	9/29/2023	1500 Main	Self	Addition to Main Building	\$3,000.00
5961	9/29/2023	3609 N 16th	Koehn Construction	Building Expansion	\$445,717.00
TOTAL					\$685,636.00

Summary

PRESIDENTIAL PERMITS - 10
COMMERCIAL PERMITS - 5
Demolition permit issued -

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