

AGENDA
CHISHOLM CREEK UTILITY AUTHORITY
October 28th, 2021

Park City City Hall, Training Room, 1941 E 61st St N, at 4:30 PM

1. Call to Order
2. Roll Call
3. Adopt Agenda
4. Approve Minutes of August 26th Meeting.
5. Public Forum
6. Reports
 - a. Commissioner Reports
 - b. Utility Manager Report
 - c. Attorney Report
 - d. Treasurer Report
 - i. Appropriations
 - ii. Financial Reports
7. Unfinished Business
 - a. Consider biosolids agreement between CCUA and Agri Environmental for a 5-year flat rate of \$7,666,65 paid each month January 1st, 2022 – December 31st, 2026. (Pending lawyer review of contract)
8. New Business
 - a. Office expansion quote from Dick Rohloff
 - b. Consider PO 6343 for Bel Aire well 3 pump repairs by Layne
 - c. Retirement of Shawn Sutton 11/4/2021
 - d. Resignation of Sara Miller as board meeting clerk
 - e. Bel Aire CCUA water use authorization
9. Executive Session (if needed)

Action: Request to invite in. _____

The meeting will be for a period of ____minutes, and the open meeting will resume at _____PM

10. Adjournment

CHISHOLM CREEK UTILITY AUTHORITY
Board of Commissioners Regular Meeting Minutes
September 23rd, 2021

Park City City Hall, Training Room, 1941 E 61st St N, at 4:30 PM

1. Call to Order

Jeff Elshoff called the meeting to order at 4:30 pm.

2. Roll Call

Jeff Elshoff called the roll. Other members present: Justin Smith, Melvin Kerr, Tom Jones for Ray Mann, Jim Benage and Brandi Baily. Also in attendance: Dana Walden, City of Park City; Anne Stephens, City of Bel Aire; Joel Schroeder, City of Bel Aire; Jacob Coy, Utility Manager; Sara Miller, CCUA/clerk. Ray Mann entered the meeting at 4:52 pm.

3. Adopt Agenda

Justin Smith made a motion to adopt the agenda, second by Jim Benage, motion passed, 6-0.

4. Approve Minutes of August 26th Meeting

Brandi Baily made a motion to approve the minutes of the August 26th meeting, second by Melvin Kerr, motion passed, 6-0.

5. Public Forum

None

6. Reports

a. Commissioner Reports

Jim Benage wanted to make the Board aware that Bel Aire City Council had elected Dr. Joel Schroeder to answer any questions specifically directed to Bel Aire. He was not yet present but would be there shortly. Also, Jim was pleasantly surprised to note that CCUA had a NIST certified ultrasonic meter (the clamp on meter). He offered to help set up a calibration system for no charge.

b. Utility Manager Report

Jacob has requested a quote from Konecranes on the three ton crane over the headworks. KDHE contacted Brian Spano about the upgrade, he said the project was on hold. The atrazine came back at 0.0004, so no further testing is needed. Brandi Baily asked about an update on the bar screens, Jacob said it is running just fine, but the upper controls are not working. Justin Smith asked if there was any noticeable changes in the operation of the plant with the motive pumps on SBR 3, and Jacob said it was mixing better.

c. Attorney Report

Not present

d. Treasurer Report

i. Appropriations

ii. Financial Reports

Brandi noted that there was a BNY incoming wire fee of \$15, Lisa told her that it was being refunded. It is common practice to waive these fees in the contract for municipalities. She also noted that the deposit was off by \$0.01, and Jacob said this could be a rounding error in Excel.

Brandi Baily made a motion to approve the Treasurer's Report as it was presented, second by Jim Benage, motion passed, 6-0.

7. Unfinished Business

None

8. New Business

a. Consider PO 6334: Purchase of 4 – 1505 gallon NSF approved chemical storage tanks from Ag Spray Equipment for \$8021.40

This is to replace the bulk sodium hypochlorite tank. The tanks will be tied together at the top and the bottom for equalization and isolation, if needed. Jacob said it is \$600 more each load so it will pay for itself quickly. Staff should be able to install. The tanks will sit in a spill containment room with a drain. The extra fittings are to fill at one and exhaust at the other.

Motion by Jim Benage to approve PO 6334 – Purchase of four 1505 gallon NSF approved chemical storage tanks from Ag Spray Equipment for \$8021.40, second by Tom Jones, motion passed, 6-0.

b. Discuss status of Water/Wastewater negotiations with Wichita

Jacob had the first meeting with Wichita earlier that day. Nothing was decided on the water numbers. Wichita is concerned about allowing AWC. He thinks they are concerned with using too much during peak time, ie summer. Wichita is leaning towards a take-or-pay or a fixed monthly or yearly amount, with a stipulation on peak months. Wichita also wants CCUA to start at Tier II in peak months, a difference of \$4.19/1000 gallons to \$15.66/1000 gallons. Jacob is going to prepare a list of minimums and maximums and show to Wichita, and to show what is used in the winter vs. peak months. He did not feel that it was a positive meeting. Justin Smith asked who attended the meeting. Jacob there were four people from Wichita, including Alan King. He would send the list to Justin.

On the wastewater issue, Jacob said Alan King does not think taking sewage from Bel Aire will work. The pipe that Bel Aire sends through is in poor condition, and would need replaced if this were to become a common thing. It is okay for emergency overflow. Wichita also wants to know Bel Aire's loading numbers to ensure their plant can handle the loading. Jacob does not know how long the pipe is, Anne thinks it is less than a block. Jacob would like to move Ripley 1 rights to Bel Aire wells because of the heavy dependence on the Ripley well.

As it currently stands, Jacob will need to provide more numbers to Wichita. He thinks the AWC is out. Park City is currently on AWC until 2025, so it will not be beneficial for them to change now.

If the Bel Aire sewer line at 37th and Oliver is replaced, who will pay for it? Anne is not 100% sure where the line changes from Bel Aire to Wichita because she has not been asked to look into it.

Brandi asked Jacob what he recommended on wastewater, and he said we do not know if Wichita will take it until we have loading numbers. Justin wanted to know how long it takes to get Bel Aire loading numbers. CCUA would need to take samples at the lift station and send it to Meridian Lab. Jacob told him waste water is seasonal in strength, but we can give them a few weeks results and see if they accept them or want more. Melvin wanted to know the amounts each city is currently paying to Wichita, Park City is \$3.02/gallon and Bel Aire is \$4.19/gallon.

Brandi asked if Wichita was even interested in taking the waste water, and it depends on the strength, but yes, they were interested. Park City cannot send waste water to Wichita, and she wants to know how much Bel Aire is willing to spend to avoid the upgrade. Brandi wants to know if Bel Aire is willing to spend the money to replace the sewer line. Dr. Joel Schroeder said they wouldn't be able to make that decision until they had more numbers. Tom mentioned he has seen that sewer line in the morning and it is full, so he isn't sure how much can be even sent through it. Anne said during the cold snap all the flow to that lift station went to Wichita.

Brandi said we are just wasting time. Jim said we are learning information and we need to investigate that information. Jacob can have answers on the waste water side in two meetings; water at next meeting. Brandi wants to know if Bel Aire can have information on the pipe connecting to Wichita at the next meeting. Anne said she can if she is directed to by Ty Lasher or the City Council. Debt service has to be paid to CCUA regardless of Wichita outcome. Brandi asked what the estimated cost for the upgrade, it will increase debt service for each city by \$400,000 per city, per year.

Jacob will try to get water numbers sent by Monday. Ray mentioned that it makes no sense for Park City to enter into or even consider a new Wichita contract with a take or pay until 2025 when the current AWC contract expires. Jacob thinks he should change his approach to Wichita if Park City sees no advantage to changing at this time and put Bel Aire's Wichita contract under CCUA. Justin asked how much revenue Wichita makes from Bel Aire taking water from them. Anne says Bel Aire hits the minimum of the take or pay amount with Wichita. The cost to produce water with the debt service is around \$5/1000. For a reference point, Sara told the Board that Park City pays between \$30-40,000 in winter when setting their AWC, and the bills they have had this summer are \$7,000 and \$8,000, showing we do not supplement much in peak months.

9. Executive Session (if needed)

None

10. Adjournment

Justin Smith made a motion to adjourn the meeting, second by Jim Benage, motion passed 6-0. Meeting ended at 5:15 pm.

Submitted by: Sara Miller

Approved by the Board of Commissioners this 28th day of October 2021.

Ray Mann, Chairman

Utility Manager Report

Chisholm Creek Utility Authority Board Meeting

October 28th, 2021

Water Treatment Plant:

- a. New hypo tanks have been ordered.
- b. We are replacing high service pump 1 disconnect. It failed to run and after inspection the contacts in the disconnect have gotten hot at some point and caused some melting.
- c. The North lime contact clarifier has always been cloudy, the lime doesn't settle out as well as the south clarifier. When the water enters the clarifiers, it splits from a common pipe and is gravity fed to each clarifier. At Randall's direction, to help regulate and try and equalize the flow, the operators have pinched down the south valve, it sits slightly lower so naturally gets a little more water flow. It has been frustrating because we haven't been able to get the north clarifier to clear up like the south one. This has caused more lime going over the weirs and causing the sand filters to plug up more often, requiring CCUA to use more water internally than we would like. I asked Tony to put our portable flow meter on the influent lines to each clarifier to verify the flow rate each is getting. He discovered the north flow is getting 1000 GPM and the south was getting about 600 gpm, so we have been pushing a lot more water through the north clarifier. Now the valves are set completely open and the difference in flow is about 10 gpm. We are still working on dialing in the lime on this dramatic change, but we will be taking the north clarifier down soon, so it may take until next year before we see any meaningful results.
- d. High service pump 2 soft start failed. These are used on a few different pumps around the water and wastewater plants. We had a spare in stock and Tony was able to get it replaced the same day.
- e. We supplied all the water demand of both cities during the Wichita water main break issue. Bel Aire increased demand up to 1.2 million gallons. They are now down to 600k per day.
- f. Polymer price has increased to \$2.02 from 1.77 per pound, a significant increase when ordering 1800lbs. I got a few quotes from other companies, and we will be trying a new product from Brenntag, it comes in 2300lb totes and is \$1.84 per pound.
- g. Bel Aire will reach the contracted Max of 165 million gallons a year take from CCUA early next month. According to the water agreement between cities there are 3 options.
 1. Direct CCUA to deliver no further water to Bel Aire during the Contract year.
 2. Direct CCUA to allow the City of Bel Aire to purchase additional water during the remainder of the contract year. (This is what happened last year)
 3. To declare the agreement null and void.

Wells:

- a. Park City 8 controls got hit by lightning lost 2 phases in the motor. Waiting on Layne to get a quote to pull the pump and inspect. This is the last submersible motor pump CCUA has. The whole pump assembly must be pulled to repair the motor. Park City wells water rights can be moved to other wells, so we are still able to use the rights for 8 at other PC wells.
- b. Bel Aire 3 Motor is sounding rough, Tony will be replacing the bearings to see if it helps, if not, when Layne puts well 4 pump back in and has their crane on site we will have them lift the motor off and put our spare on.
- c. Finished installing heaters in well houses and heat tape on offset well lines.

Distribution System:

- a. Construction crew is boring a new gas main on 53rd in between Broadway and east of I35. CCUA distribution lines run across 53rd. We had a very difficult time locating the line east of the I35 exit ramps. I took most of 2 days for the crew pot holing to find where it was. The tracer wire installed 20+ years ago is a bare copper wire and has most likely corroded severely. Tony ended up being able to find the line running east and west using witching sticks. They potholed the line and found it, He was then able to stick a copper rod in the ground next to the pipe and pick up the signal of the pipe running north and south crossing the street. The line crosses 53rd several hundred feet further to the east than what is depicted on our map.
- b. Park City has had 2 water main breaks this past week, construction crews were the cause of both. One on 69th and Hillside, and the other was just north of CCUA on Broadway.

Wastewater Treatment Plant:

- a. Discovered the plant has been re-treating an average of about 150k – 200k gallons a day of effluent. I found this while checking SBR 1 and 2 decant sludge blanket levels. Discovered that when the 2nd UV pump kicks on, it is too much pressure to be pushed out the effluent lines to the creek. A percentage is instead pushed through a 6-inch effluent line air relief pipe that discharges back into the influent trough on SBR's 1&2, causing it to go back into the filling SBR and being retreated. This has been going on as long as there have been 2 UV pumps running, most likely 20+ years. We changed set points on the UV wetwell lead and lag pump settings. The second pump will only run when the EQ basin is nearing overflow. The design of this air relief pipe does not make any sense. The 2nd UV pump is meant to try and push water out to the creek faster during high flow events but, instead, it is just compounding the problem by increasing the influent flow back into the plant. This flow is after the influent meter so it has not reduced the amount of actual influent entering the plant.
- b. The polymer used on the belt press is used to thicken lime waste from the water plant and waste activated sludge from the wastewater plant, so the cost increase will impact both plants budget.

- c. Replaced the upper belt on the belt press. They require changing overtime. The belt had developed large tears.
- d. 10/7/21 we exceeded TSS in the effluent 56mg/L, limit is 45mg/L. BOD was 18mg/L. Meaning, we are seeing high amount of inorganic material (untreatable.) Not sure where its coming from, could be a lot of stuff getting mixed up out of SBR 3. The pump mixing has become much more obvious. Tony has been backflushing the headers each Friday. Those old pumps were not moving any water, so the headers were likely full of grit and other inorganic material, it has taken some time to get them cleared out. I notified Sabrina at KDHE.
- e. Tony pulled and serviced the UV pumps changing oil and megging the motors, they tested out good.
- f. The 1st quarter WET test of the new permit passed with 100% survival of the minnows and fleas. The new permit requires we test year quarter of the 1st year of the permit.
- g. Meeting with Jamie Belder with Wichita on Tuesday the 26th. Hopefully get some answers about them taking some of Bel Aire's wastewater and the cost per 1000 gallons.

Collection system:

- a. The cellular Sensaphone alarm dialers on the oxygen injection oxy-chargers at Park city lift station and Bel Aire's on 53rd have been updated. They required updating to 4g service. They would have not worked past Dec 2021 using 3g units.

Other:

- a. I have spent several hours on the phone with Quick books customer service trying to get the account administrator changed. It is still listed under an old bookkeeper that CCUA used named Don. Quick books is saying we must update some account info or our payroll direct deposit will be canceled. This info can only be updated by the account administrator, and we don't have a login for it. I am still waiting to hear back from their account protection team after sending in a copy of CCUA bylaws with a letter requesting they change me to administrator along with a copy of Ray's ID. This is the 3rd attempt to get it changed. If they do not accept this and change the administrator, I am not sure what the next step will be.

by Jacob Coy

CHISHOLM CREEK UTILITY AUTHORITY
SEPTEMBER, 2021 DISBURSEMENT SUMMARY

VENDOR NAME	REFERENCE	AMOUNT	WATER	SEWER
Agri Environment	Slugde Haul	\$ 5,666.66	\$ 2,833.33	\$ 2,833.33
Airgas USA	Carbon Dioxide	\$ 2,178.78	\$ 2,178.78	\$ -
Auto Zone	Oil, Gaskets, Filteres	\$ 88.49	\$ 44.25	\$ 44.24
Blue Cross	1 Month of Premiums	\$ 8,857.58	\$ 4,428.79	\$ 4,428.79
BRC Bearing	Double & Single Ball Bearings, Emery Cloth	\$ 194.41		\$ 194.41
Brenntag Southwest	Ammonium Hydroxide, Ferric Alum Chloride	\$ 1,956.09	\$ 787.20	\$ 1,168.89
Chisholm Trail State Bank	Bank Fees August	\$ 15.35	\$ -	\$ 15.35
Cox	Phones	\$ 306.62	\$ 153.31	\$ 153.31
DPC Enterprises	Sodium Hypochlorite	\$ 2,877.60	\$ 2,877.60	\$ -
Evergry	Utilities	\$ 36,792.90	\$ 16,676.07	\$ 20,116.83
Gilmore & Bell	Continuing Disclosure Services	\$ 1,200.00	\$ 600.00	\$ 600.00
Grainger	4 VFD Fans, PTAC Air Conditioner	\$ 958.36	\$ -	\$ 958.36
Hampel Oil	Fuel	\$ 74.24	\$ 37.12	\$ 37.12
Harcros Chemicals	Ferric Sulfate	\$ 7,444.30	\$ -	\$ 7,444.30
Kansas Gas Service	Utilities	\$ 38.89	\$ 19.45	\$ 19.44
Kansas one Call	Locates	\$ 49.20	\$ 24.60	\$ 24.60
Kansas Turnpike Authority	Blower in KC	\$ 17.30	\$ 8.65	\$ 8.65
Klein Construction	Remover Interior Wall & Hypo Tank	\$ 3,500.00	\$ 3,500.00	\$ -
Liberty Process Equipment	Half Pins, Plug In Shaft, CPLG	\$ 3,733.66		\$ 3,733.66
LK Accounting	Bookkeeping	\$ 852.50	\$ 426.25	\$ 426.25
Meridian Analytical	Wastewater Lab Testing	\$ 1,450.00	\$ -	\$ 1,450.00
Mississippi Lime	Quick Lime	\$ 6,240.91	\$ 6,240.91	\$ -
Quick Books	Payroll Direct Deposit Fees (3)	\$ 26.25	\$ 13.13	\$ 13.12
QuikTrip	Fuel	\$ 398.12	\$ 199.06	\$ 199.06
Sara Miller	Minutes of Meeting	\$ 85.00	\$ 42.50	\$ 42.50
Sensaphone	Sentinel 4G	\$ 2,532.34	\$ 1,266.17	\$ 1,266.17
Sprint	Phones	\$ 95.88	\$ 47.94	\$ 47.94
Stanion Wholesale Electric	4 PT PLC Card, 16ga wire	\$ 509.80	\$ -	\$ 509.80
VISA	Hotel	\$ 337.98	\$ -	\$ 337.98
Waste Connections	Trash	\$ 293.25	\$ 146.62	\$ 146.63
Water Environemnt Federation	17947081 Sutton 2022	\$ 85.00	\$ 85.00	\$ -
Williams Land Payment	Land Payment	\$ 1,126.00	\$ 563.00	\$ 563.00
Payroll, Net Earnings	Three Pay Periods	\$ 22,031.73	\$ 10,770.21	\$ 11,261.52
Payroll Taxes & Benefits	Medicare, FICA, KPERS (for 2 Payrolls)	\$ 11,170.95	\$ 5,460.92	\$ 5,710.03
	Total	\$ 123,186.14	\$ 59,430.86	\$ 63,755.28

DISBURSEMENT REQUEST (O&M)

REQUEST DATE: October 8, 2021

VENDOR NAME	REFERENCE	AMOUNT
Agri Environment	Sludge Haul	\$ 5,666.66
Airgas USA	Carbon Dioxide	\$ 2,178.78
Auto Zone	Oil, Gaskets, Filteres	\$ 88.49
Blue Cross	1 Month of Premiums	\$ 8,857.58
BRC Bearing	Double & Single Ball Bearings, Emery Cloth	\$ 194.41
Brenntag Southwest	Ammonium Hydroxide, Ferric Alum Chloride	\$ 1,956.09
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DPC Enterprises	Sodium Hypochlorite	\$ 2,877.60
Evergy	Utilities	\$ 36,792.90
Gilmore & Bell	Continuing Disclosure Services	\$ 1,200.00
Grainger	4 VFD Fans, PTAC Air Conditioner	\$ 958.36
Hampel Oil	Fuel	\$ 74.24
Harcros Chemicals	Ferric Sulfate	\$ 7,444.30
Kansas Gas Service	Utilities	\$ 38.89
Kansas one Call	Locates	\$ 49.20
Kansas Turnpike Authority	Blower in KC	\$ 17.30
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	Total	\$ 123,186.14

BANK OF NEW YORK ACCOUNT SUMMARIES

	Debt Svc 07 Fund Acct #852 #1008	Debt Svc 17 Fund Acct # 357 #1013	Debt Serv 12 Fund Acct # 066 #1015	O & M 12 Fund Acct #071 #1020	Debt Reserve 12 (& 15) Fund Acct #072 #1021	Replcmnt 12 Fund Acct #073 #1022	Debt Serv 15 Fund Acct #578 #1024
December, 2020	107,049.86	652,596.91	86,464.17	154,099.09	2,199,353.97	181,177.72	58,639.43
January, 2021							
Income	20,664.48	128,157.13	7,919.79	143,883.00	0.31	0.93	11,115.27
Expenses				200,197.09			
Ending Balance	127,714.34	780,754.04	94,383.96	97,785.00	2,199,354.28	181,178.65	69,754.70
February, 2021							
Income	12,859.10	79,746.40	7,919.92	88,276.83	0.31	0.93	6,773.80
Expenses							
Ending Balance	140,573.44	860,500.44	102,303.88	186,061.83	2,199,354.59	181,179.58	76,528.50
March, 2021							
Income	20,663.70	128,156.36	7,920.04	202,792.07	60,926.16	0.84	11,115.15
Expenses	123,968.75	261,400.00	12,516.88	188,344.74			26,687.50
Ending Balance	37,268.39	727,256.80	97,707.04	200,509.16	2,260,280.75	181,180.42	60,956.15
April, 2021							
Income	28,467.17	176,565.28	7,919.95	311,458.61	0.61	0.93	15,456.42
Expenses				208,570.83			
Ending Balance	65,735.56	903,822.08	105,626.99	303,396.94	2,260,281.36	181,181.35	76,412.57
May, 2021							
Income	12,857.49	79,747.14	7,920.08	97,100.85	0.60	0.90	6,773.81
Expenses				182,350.97			
Ending Balance	78,593.05	983,569.22	113,547.07	218,146.82	2,260,281.96	181,182.25	83,186.38
June, 2021							
Income	28,467.46	176,565.86	7,920.10	206,071.16	0.62	0.93	15,456.45
Expenses				184,535.98			
Ending Balance	107,060.51	1,160,135.08	121,467.17	239,682.00	2,260,282.58	181,183.18	98,642.83
July, 2021							
Income	20,661.90	128,155.01	7,920.08	261,631.54	0.60	0.90	11,114.92
Expenses				153,954.72	121,521.57		
Ending Balance	127,722.41	1,288,290.09	129,387.25	347,358.82	2,138,761.61	181,184.08	109,757.75
August, 2021							
Income	112,328.74	38,354.83	7,797.60	131,614.47	0.02	0.93	10,981.83
Expenses				135,265.82			
Ending Balance	240,051.15	1,326,644.92	137,184.85	343,707.47	2,138,761.63	181,185.01	120,739.58
September, 2021							
Income	112,329.09	40,347.96	7,797.60	127,966.14	60,925.88	0.93	10,983.19
Expenses	123,968.75	1,276,400.00	82,516.88	157,823.14			106,687.50
Ending Balance	228,411.49	90,592.88	62,465.57	313,850.47	2,199,687.51	181,185.94	25,035.27

CHISHOLM CREEK UTILITY AUTHORITY
OPERATIONS AND MAINTENANCE
REVENUE/EXPENSE SUMMARY
SEPTEMBER, 2021

Chisholm Trail State Bank (CTSB)	\$ 416,066.35		Bank of New York (BNY) 1020	\$ 343,707.47
W/WW O&M Transfer from BNY	\$ 157,808.14		Interest Income	\$ 1.68
Reserve Income	\$ 2,000.00		Cities Income	\$ 127,964.46
Contingency Income	\$ 10,000.00			
Interest Income	\$ 4.22			
Wire Fee Refund	\$ 15.00			
Total Deposits	\$ 169,827.36		Total Deposits	\$ 127,966.14
Total Funds Available	\$ 585,893.71		Total Funds Available	\$ 471,673.61
Monthly Cleared Checks	\$ 117,761.89		Disbursements to CTSB	\$ 157,823.14
Wire fee	\$ 15.00			
Bank Fees	\$ 14.90			
Total Expenses	\$ 117,791.79		Total Expenses	\$ 157,823.14
Ending Bank Balance	\$ 468,101.92		Ending Account Balance	\$ 313,850.47
Plus Wire Outstanding	\$ 123,186.14		Minus Wire Outstanding	\$ 123,186.14
Minus Checks Outstanding	\$ 27,063.58			\$ -
Ending Account Balance	\$ 564,224.48		Ending Account Balance	\$ 190,664.33

Chisholm Trail State Bank (CTSB)

Fund Breakdown

Reserve Balance	\$ 190,927.79
Capital Replacement Fund Balance	\$ 243,900.00
Water & Wastewater O&M Fund Bal.	\$ 129,396.69
Account Total Balance	\$ 564,224.48

Water & Wastewater Fund by Bank

BNY W/WW O&M	\$ 190,664.33
CTSB W/WW O&M	\$ 129,396.69
Total Available W/WW O&M	\$ 320,061.02

Chisholm Trail State Bank (CTSB)	\$ 7,137.56
FLEX Account	
Deposits	
From CCUA	
Interest	\$ 3.75
Returns of Payouts	
Total Deposits	\$ 3.75
Total Funds Available	\$ 7,141.31
Monthly Cleared Checks	\$ 258.08
Bank Fees	\$ 3.75
Total Expenses	\$ 261.83
Ending Bank Balance	\$ 6,879.48

APPROVED _____ DATE _____

Chisholm Creek Utility Authority

Profit & Loss Budget Performance

January through September 2021

	<u>Jan - Sep 21</u>	<u>Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
4210 · O&M Revenue-Bel Aire Water	237,449.92	267,131.16	88.89%
4220 · O&M Revenue-Bel Aire Sewer	400,854.70	398,753.73	100.53%
4230 · O&M Rev-Park City Water	356,174.88	400,696.74	88.89%
4240 · O&M Rev-Park City Sewer	448,340.76	449,658.45	99.71%
4280 · Upcharge - Water	-5,822.11	9,000.00	-64.69%
4290 · Upcharge - Sewer	9,000.00	9,000.00	100.0%
4310 · Other Income-Water	22.50	37.53	59.95%
4320 · Other Income-Sewer	22.50	37.53	59.95%
7250 · Interest Income-Water	0.00	26.28	0.0%
7260 · Interest Income - Sewer	54.11	26.28	205.9%
Total Income	<u>1,446,097.26</u>	<u>1,534,367.70</u>	<u>94.25%</u>
Gross Profit	1,446,097.26	1,534,367.70	94.25%
Expense			
5100 · Attorney Fees - DW	0.00	1,874.97	0.0%
5110 · Auditors - DW	9,000.00	11,099.97	81.08%
5115 · DW Engineering Services	0.00	3,750.03	0.0%
5140 · Bank Fees - DW	4,336.00	4,124.97	105.12%
5150 · Bookkeeping & Secretarial- DW	3,845.25	4,500.00	85.45%
5170 · Chemicals - DW	148,182.70	123,750.00	119.74%
5180 · Computer Expense - DW	2,809.88	2,250.00	124.88%
5190 · Copier - DW	80.18	127.53	62.87%
5200 · Dues/Subs - DW	385.00	611.28	62.98%
5220 · Equipment Replacement - DW	2,977.73	29,999.97	9.93%
5230 · Fuel - DW	1,359.14	1,500.03	90.61%
5240 · Gilmore/Bell Fees - DW	2,237.50	2,250.00	99.44%
5250 · Insurance - DW	16,601.00	12,375.00	134.15%
5260 · Kansas Gas Service - DW	1,043.14	1,350.00	77.27%
5270 · Kansas One Call - DW	220.80	168.75	130.84%
5300 · Land Pmt INT Plant Prop - DW	3,706.12	5,067.00	73.14%
5330 · Office Supp/Postage - DW	165.41	562.50	29.41%
5340 · Permit Fees (KDHE) - DW	0.00	29.97	0.0%
5360 · Phone - DW	1,810.84	2,819.97	64.22%
5370 · Plant Supplies,Repair - DW	58,661.65	45,000.00	130.36%
5420 · Repair Costs - DW	65,510.92	86,249.97	75.96%
5440 · Salaries/Benefits - DW	141,079.37	165,221.28	85.39%
5445 · Employee Appreciation-DW	115.09	187.47	61.39%
5450 · Sludge Hauling - DW	25,499.97	25,499.97	100.0%
5460 · SCADA Systems - DW	0.00	11,250.00	0.0%
5500 · Testing - DW	1,635.00	1,950.03	83.85%
5510 · Training - DW	102.07	1,125.00	9.07%
5520 · Trash - DW	1,297.48	1,320.03	98.29%
5530 · Uniforms - DW	357.01	450.00	79.34%

Chisholm Creek Utility Authority

Profit & Loss Budget Performance

January through September 2021

	<u>Jan - Sep 21</u>	<u>Budget</u>	<u>% of Budget</u>
5550 - Westar - DW	105,698.20	112,500.00	93.95%
5620 - Contingency 5% - DW	104.00	6,612.12	1.57%
5630 - Special Assessments-Water	0.00	2,250.00	0.0%
6100 - Attorney Fees - WW	0.00	1,874.97	0.0%
6110 - Auditors - WW	9,000.00	11,099.97	81.08%
6115 - WW Engineering Services	358,132.79	150,000.03	238.76%
6140 - Bank Fees - WW	4,303.65	4,124.97	104.33%
6150 - Bookkeeping & Secretarial - WW	3,845.25	4,500.00	85.45%
6170 - Chemicals - WW	52,262.86	60,000.03	87.11%
6180 - Computer Expense - WW	2,809.86	2,250.00	124.88%
6190 - Copier - WW	80.17	127.53	62.86%
6200 - Dues/Subs - WW	340.00	749.97	45.34%
6220 - Equipment Replacement - WW	8.65	74,999.97	0.01%
6230 - Fuel - WW	1,685.70	1,874.97	89.91%
6240 - Gilmore/Bell Fees - WW	2,237.50	17,250.03	12.97%
6250 - Insurance - WW	16,601.00	12,375.00	134.15%
6260 - Kansas Gas Service - WW	1,043.17	1,350.00	77.27%
6270 - Kansas One Call - WW	220.80	168.75	130.84%
6300 - Land Pmt INT Plant Prop - WW	3,706.10	5,067.00	73.14%
6330 - Office Supp/Postage - WW	96.75	562.50	17.2%
6340 - Permit Fees (KDHE) - WW	390.00	337.50	115.56%
6360 - Phone - WW	1,810.86	2,819.97	64.22%
6370 - Plant Supplies,Repair - WW	49,795.26	56,250.00	88.53%
6420 - Repair Costs - WW	20,026.35	45,000.00	44.5%
6440 - Salaries/Benefits - WW	131,063.89	177,140.25	73.99%
6445 - Employee Appreciation-WW	115.10	187.47	61.4%
6450 - Sludge Hauling - WW	25,499.97	25,499.97	100.0%
6460 - SCADA Systems - WW	2,489.40	1,500.03	165.96%
6500 - Testing - WW	21,051.00	15,000.03	140.34%
6510 - Training - WW	640.05	1,125.00	56.89%
6520 - Trash - WW	1,297.57	1,320.03	98.3%
6530 - Uniforms - WW	357.02	450.00	79.34%
6545 - Voided Checks	0.00		
6550 - Westar - WW	154,789.40	164,999.97	93.81%
6620 - Contingency 5% - WW	79.00	8,400.15	0.94%
6630 - Special Assessment-Waste	0.00	6.03	0.0%
6800 - Payroll Expenses (Payroll expenses)	4,251.07		
6802 - Payroll Tax Expense	15,790.08		
6804 - KPERS-Employer Portion	17,439.31		
Total Expense	<u>1,502,081.03</u>	<u>1,516,239.90</u>	<u>99.07%</u>
Net Ordinary Income	-55,983.77	18,127.80	-308.83%
Other Income/Expense			
Other Income			
4330 - Equipment Replacement-Water	45,000.00	45,000.00	100.0%

Chisholm Creek Utility Authority

Profit & Loss Budget Performance

January through September 2021

	<u>Jan - Sep 21</u>	<u>Budget</u>	<u>% of Budget</u>
4340 · Equipment Replacement-Waste	45,000.00	45,000.00	100.0%
7041 · Bond Interest Income	88.58	97,499.97	0.09%
7115 · Bond Pmt Revenue-BA Wtr	344,234.32	428,247.63	80.38%
7125 · Bond Pmt Revenue-BA Sewer	438,013.63	543,394.53	80.61%
7135 · Bond Pmt Revenue-PC Wtr	236,029.50	293,810.76	80.33%
7145 · Bond Pmt Revenue-PC Sewer	204,574.57	254,900.52	80.26%
8500 · Bond Proceeds Received	60,925.88		
Total Other Income	<u>1,373,866.48</u>	<u>1,707,853.41</u>	<u>80.44%</u>
Other Expense			
5020 · Interest Expense - DW	206,007.68	-309,011.49	-66.67%
6020 · Interest Expense - WW	218,565.45	-327,848.22	-66.67%
8103 · Bond Payments - Series 2007	0.00	185,952.78	0.0%
8104 · Bond Payments - Series 2012	0.00	71,275.50	0.0%
8106 · Bond Payments-Series 2015	0.00	100,032.03	0.0%
8108 · Bond Payments-Series 2017	0.00	1,153,350.00	0.0%
8501 · Payment to Escrow Account	80.00		
Total Other Expense	<u>424,653.13</u>	<u>873,750.60</u>	<u>48.6%</u>
Net Other Income	<u>949,213.35</u>	<u>834,102.81</u>	<u>113.8%</u>
Net Income	<u><u>893,229.58</u></u>	<u><u>852,230.61</u></u>	<u><u>104.81%</u></u>

Chisholm Creek Utility Authority

Profit & Loss Budget Performance

January through September 2021

	<u>Jan - Sep 21</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Ordinary Income/Expense			
Income			
4210 · O&M Revenue-Bel Aire Water	237,449.92	267,131.16	356,174.88
4220 · O&M Revenue-Bel Aire Sewer	400,854.70	398,753.73	531,671.64
4230 · O&M Rev-Park City Water	356,174.88	400,696.74	534,262.32
4240 · O&M Rev-Park City Sewer	448,340.76	449,658.45	599,544.60
4280 · Upcharge - Water	-5,822.11	9,000.00	12,000.00
4290 · Upcharge - Sewer	9,000.00	9,000.00	12,000.00
4310 · Other Income-Water	22.50	37.53	50.04
4320 · Other Income-Sewer	22.50	37.53	50.04
7250 · Interest Income-Water	0.00	26.28	35.04
7260 · Interest Income - Sewer	54.11	26.28	35.04
Total Income	<u>1,446,097.26</u>	<u>1,534,367.70</u>	<u>2,045,823.60</u>
Gross Profit	1,446,097.26	1,534,367.70	2,045,823.60
Expense			
5100 · Attorney Fees - DW	0.00	1,874.97	2,499.96
5110 · Auditors - DW	9,000.00	11,099.97	14,799.96
5115 · DW Engineering Services	0.00	3,750.03	5,000.04
5140 · Bank Fees - DW	4,336.00	4,124.97	5,499.96
5150 · Bookkeeping & Secretarial- DW	3,845.25	4,500.00	6,000.00
5170 · Chemicals - DW	148,182.70	123,750.00	165,000.00
5180 · Computer Expense - DW	2,809.88	2,250.00	3,000.00
5190 · Copier - DW	80.18	127.53	170.04
5200 · Dues/Subs - DW	385.00	611.28	815.04
5220 · Equipment Replacement - DW	2,977.73	29,999.97	39,999.96
5230 · Fuel - DW	1,359.14	1,500.03	2,000.04
5240 · Gilmore/Bell Fees - DW	2,237.50	2,250.00	3,000.00
5250 · Insurance - DW	16,601.00	12,375.00	16,500.00
5260 · Kansas Gas Service - DW	1,043.14	1,350.00	1,800.00
5270 · Kansas One Call - DW	220.80	168.75	225.00
5300 · Land Pmt INT Plant Prop - DW	3,706.12	5,067.00	6,756.00
5330 · Office Supp/Postage - DW	165.41	562.50	750.00
5340 · Permit Fees (KDHE) - DW	0.00	29.97	39.96
5360 · Phone - DW	1,810.84	2,819.97	3,759.96
5370 · Plant Supplies,Repair - DW	58,661.65	45,000.00	60,000.00
5420 · Repair Costs - DW	65,510.92	86,249.97	114,999.96
5440 · Salaries/Benefits - DW	141,079.37	165,221.28	220,295.04
5445 · Employee Appreciation-DW	115.09	187.47	249.96
5450 · Sludge Hauling - DW	25,499.97	25,499.97	33,999.96
5460 · SCADA Systems - DW	0.00	11,250.00	15,000.00
5500 · Testing - DW	1,635.00	1,950.03	2,600.04
5510 · Training - DW	102.07	1,125.00	1,500.00
5520 · Trash - DW	1,297.48	1,320.03	1,760.04
5530 · Uniforms - DW	357.01	450.00	600.00

Chisholm Creek Utility Authority

Profit & Loss Budget Performance

January through September 2021

	<u>Jan - Sep 21</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
5550 - Westar - DW	105,698.20	112,500.00	150,000.00
5620 - Contingency 5% - DW	104.00	6,612.12	8,816.16
5630 - Special Assessments-Water	0.00	2,250.00	3,000.00
6100 - Attorney Fees - WW	0.00	1,874.97	2,499.96
6110 - Auditors - WW	9,000.00	11,099.97	14,799.96
6115 - WW Engineering Services	358,132.79	150,000.03	200,000.04
6140 - Bank Fees - WW	4,303.65	4,124.97	5,499.96
6150 - Bookkeeping & Secretarial - WW	3,845.25	4,500.00	6,000.00
6170 - Chemicals - WW	52,262.86	60,000.03	80,000.04
6180 - Computer Expense - WW	2,809.86	2,250.00	3,000.00
6190 - Copier - WW	80.17	127.53	170.04
6200 - Dues/Subs - WW	340.00	749.97	999.96
6220 - Equipment Replacement - WW	8.65	74,999.97	99,999.96
6230 - Fuel - WW	1,685.70	1,874.97	2,499.96
6240 - Gilmore/Bell Fees - WW	2,237.50	17,250.03	23,000.04
6250 - Insurance - WW	16,601.00	12,375.00	16,500.00
6260 - Kansas Gas Service - WW	1,043.17	1,350.00	1,800.00
6270 - Kansas One Call - WW	220.80	168.75	225.00
6300 - Land Pmt INT Plant Prop - WW	3,706.10	5,067.00	6,756.00
6330 - Office Supp/Postage - WW	96.75	562.50	750.00
6340 - Permit Fees (KDHE) - WW	390.00	337.50	450.00
6360 - Phone - WW	1,810.86	2,819.97	3,759.96
6370 - Plant Supplies,Repair - WW	49,795.26	56,250.00	75,000.00
6420 - Repair Costs - WW	20,026.35	45,000.00	60,000.00
6440 - Salaries/Benefits - WW	131,063.89	177,140.25	236,187.00
6445 - Employee Appreciation-WW	115.10	187.47	249.96
6450 - Sludge Hauling - WW	25,499.97	25,499.97	33,999.96
6460 - SCADA Systems - WW	2,489.40	1,500.03	2,000.04
6500 - Testing - WW	21,051.00	15,000.03	20,000.04
6510 - Training - WW	640.05	1,125.00	1,500.00
6520 - Trash - WW	1,297.57	1,320.03	1,760.04
6530 - Uniforms - WW	357.02	450.00	600.00
6545 - Voided Checks	0.00		
6550 - Westar - WW	154,789.40	164,999.97	219,999.96
6620 - Contingency 5% - WW	79.00	8,400.15	11,200.20
6630 - Special Assessment-Waste	0.00	6.03	8.04
6800 - Payroll Expenses (Payroll expenses)	4,251.07		
6802 - Payroll Tax Expense	15,790.08		
6804 - KPERS-Employer Portion	17,439.31		
Total Expense	<u>1,502,081.03</u>	<u>1,516,239.90</u>	<u>2,021,653.20</u>
Net Ordinary Income	-55,983.77	18,127.80	24,170.40
Other Income/Expense			
Other Income			
4330 - Equipment Replacement-Water	45,000.00	45,000.00	60,000.00

Chisholm Creek Utility Authority

Profit & Loss Budget Performance

January through September 2021

	<u>Jan - Sep 21</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
4340 · Equipment Replacement-Waste	45,000.00	45,000.00	60,000.00
7041 · Bond Interest Income	88.58	97,499.97	129,999.96
7115 · Bond Pmt Revenue-BA Wtr	344,234.32	428,247.63	570,996.84
7125 · Bond Pmt Revenue-BA Sewer	438,013.63	543,394.53	724,526.04
7135 · Bond Pmt Revenue-PC Wtr	236,029.50	293,810.76	391,747.68
7145 · Bond Pmt Revenue-PC Sewer	204,574.57	254,900.52	339,867.36
8500 · Bond Proceeds Received	60,925.88		
Total Other Income	<u>1,373,866.48</u>	<u>1,707,853.41</u>	<u>2,277,137.88</u>
Other Expense			
5020 · Interest Expense - DW	206,007.68	-309,011.49	-412,015.32
6020 · Interest Expense - WW	218,565.45	-327,848.22	-437,130.96
8103 · Bond Payments - Series 2007	0.00	185,952.78	247,937.04
8104 · Bond Payments - Series 2012	0.00	71,275.50	95,034.00
8106 · Bond Payments-Series 2015	0.00	100,032.03	133,376.04
8108 · Bond Payments-Series 2017	0.00	1,153,350.00	1,537,800.00
8501 · Payment to Escrow Account	80.00		
Total Other Expense	<u>424,653.13</u>	<u>873,750.60</u>	<u>1,165,000.80</u>
Net Other Income	<u>949,213.35</u>	<u>834,102.81</u>	<u>1,112,137.08</u>
Net Income	<u><u>893,229.58</u></u>	<u><u>852,230.61</u></u>	<u><u>1,136,307.48</u></u>

AGREEMENT FOR BIOSOLID REMOVAL SERVICES

This Agreement for Biosolids Removal Services (this “**Agreement**”) is made and entered into this __ day of _____ 2021, by and between Chisholm Creek Utility Authority (“**CCUA**”) and Agri Environmental Services LLC, a Kansas limited liability company (“**AES**”).

WHEREAS, CCUA supplies the Park City and Bel Aire communities with potable water and sanitary sewer treatment services and operates a Water Treatment Plant (“**WTP**”) and a Wastewater Treatment Plant (sometimes referred to herein as the “**WWTP**”) located near 53rd Street and Broadway in Park City, Kansas;

WHEREAS, the Wastewater Treatment Plant produces solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works, such as the WWTP (for purposes of this Agreement, such residue generated during the treatment of domestic sewage at the WWTP shall be referred to as “**Biosolids**”). The term Biosolids includes, but is not limited to, domestic septage, scum or solids removed in primary, secondary, or advanced wastewater treatment processes; and a material derived from sewage biosolids;

WHEREAS, CCUA has residual lime from the softening process at the WTP that CCUA incorporates into the Biosolids;

WHEREAS, such Biosolids must be removed, transported, and disposed of in a manner that complies with the applicable laws, rules, regulations and guidelines enforced by federal, state, and local regulatory authorities, including but not limited to the Kansas Department of Health and Environment (“**KDHE**”) and the United States Environmental Protection Agency (“**EPA**”), and/or its and their respective successors and assigns, each and all as the same may be amended from time to time during the term of this Agreement (collectively referred to herein as “**Applicable Law**”);

WHEREAS, AES is in the business of and is otherwise qualified to remove, transport, and dispose of Biosolids that are produced or otherwise generated from wastewater treatment plants;

WHEREAS, CCUA desires to engage AES to remove, transport, and dispose of Biosolids produced by CCUA’s Wastewater Treatment Plant;

WHEREAS, CCUA is the owner of certain vehicles and equipment suitable for use in the removal and transport of Biosolids and desires to sell such certain vehicles and equipment and AES desires to purchase such certain vehicles and equipment from CCUA;

NOW, THEREFORE, and in consideration of the above and foregoing and for the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged and agreed, the parties agree as follows:

A. GENERAL PROVISIONS

1. Purpose: The purpose of this Agreement is to provide for the removal, transportation and disposal of CCUA Biosolids by AES on a regular basis. CCUA will provide the Biosolids in the form and quantities hereinafter specified. AES will remove the Biosolids from CCUA's WWTP, transport, and dispose of such Biosolids as is hereinafter set forth. All responsibility for said Biosolids, after removal from CCUA's WWTP, will be the sole obligation of AES and CCUA assumes no responsibility for same, except as provided for in this Agreement and as provided by Applicable Law.
2. Duration of Agreement: This Agreement shall commence on January 1, 2022, and shall continue thereafter and through and including December 31, 2026, (the "**Term**") unless terminated sooner as provided herein. This Agreement may be extended or renewed for one (1) additional (5) five year term if it is mutually agreeable to both parties.
3. Compensation and Billing: CCUA shall pay AES an annual amount of Eighty Thousand Dollars (\$91,999.80), payable in equal monthly installments for each year of the term of this Agreement, as payment to AES for its services in removing, transporting, and disposing of the Biosolids in accordance with the terms and conditions of this Agreement.
4. Monthly Invoice: AES shall submit an invoice to CCUA on a monthly basis, no later than the last day of each month, based upon information recorded in the load sheets and submitted to CCUA by AES, as required and further set forth in Section B.7., below. Subject to services having been rendered pursuant to this Agreement, CCUA shall pay AES on a monthly basis within fifteen (15) days of CCUA's receipt of invoice. Unless otherwise previously agreed in writing by CCUA's Utility Manager, in no event shall CCUA be responsible or otherwise liable to pay AES for its services hereunder in excess of \$91,999.80 in any 12-month period.
5. Biosolids Quality. CCUA shall provide good quality Biosolids suitable for land application to AES. CCUA monitors the quality of influent into CCUA's WWTP, and monitors Biosolids quality. Biosolids with toxic or hazardous characteristics is the responsibility of CCUA, pursuant to Applicable Law. The Park City and Bel Aire communities are expected to enforce their respective sewer use ordinances to ensure that nothing is discharged into CCUA's sanitary sewer system to cause the Biosolids to exceed these standards. CCUA understands and agrees that AES recycles Biosolids into agricultural soil and that CCUA and AES must protect the environment and public health pursuant to their respective rights and

responsibilities in this Agreement and pursuant to Applicable Law. In connection therewith, CCUA shall notify AES in a timely manner of Biosolids quality problems discovered in disposal and in testing.

6. Relative Knowledge. CCUA will provide information to AES relative to the composition of Biosolids that is to be land applied, which may include identifying industrial and commercial providers of wastewater to CCUA's WWTP.
7. Ingress and Egress. CCUA shall allow ingress and egress to AES to facilitate AES' removal of Biosolids from CCUA's WWTP. In the event AES uses any CCUA equipment to load the Biosolids into AES' transport vehicle, AES shall exercise reasonable care and skill in its operation of such CCUA equipment and shall be responsible for any loss or damage caused by AES' use of CCUA equipment.
8. CCUA shall keep and maintain its Biosolids management plan in conjunction with AES and shall timely seek and obtain such additional permits and licenses in the future as may be required to maintain said plan. AES shall cooperate with CCUA in obtaining said permits and licenses upon request by CCUA.
9. Laboratory Analysis. CCUA shall obtain Biosolids samples and be responsible for testing of Biosolids in compliance with Applicable Law, including Federal 503 Regulations (defined hereafter). CCUA shall provide results to AES within ten (10) days of CCUA's receipt of analysis, or as soon thereafter as reasonably practical.

B. RESPONSIBILITY OF AES

1. Compliance with Applicable Law. AES shall perform its duties and responsibilities in a timely and workmanlike manner and shall use its employees, equipment, and facilities to carry out the intent of this Agreement. AES shall comply with all Applicable Law relating to its duties and obligations under this Agreement. AES shall be responsible and liable for the defense and payment of any fines or penalties proposed or levied as a result of AES' violation(s), or alleged violation(s), of Applicable Law.
2. Acceptance of Biosolids. AES shall accept CCUA Biosolids suitable for beneficial use in a land application program as determined and required by Applicable Law. AES' acceptance of CCUA Biosolids does not release CCUA from its responsibility for such Biosolids under Applicable Law.
3. Biosolids Loading and Transport. AES shall provide the necessary equipment and labor to efficiently and safely load Biosolids and to transport such Biosolids away from CCUA's WWTP to appropriate and approved land application disposal sites.

4. Frequency of Biosolids Removal. AES shall remove CCUA Biosolids at a frequency that the WWTP shall not be operationally impaired due to the extent of excessive Biosolids in CCUA's WWTP. AES shall contact CCUA each month during the Term of this Agreement and shall remove Biosolids upon CCUA's request. AES shall respond to remove such Biosolids from CCUA's WWTP within twenty-four (24) hours of receiving a request to remove such Biosolids. AES shall remove all Biosolids on or before December 31 of each year of the Term.
5. Acquisition of Land Application Sites for Disposal. AES shall be responsible for locating parcels of land upon which CCUA Biosolids may be applied, and AES shall provide the legal description, crop, yield, and size of field upon which the Biosolids shall be disposed prior to any Biosolids being disposed upon such land. AES shall provide CCUA with such data and information as CCUA may reasonably request to enable CCUA to determine the agronomic loading rate of Biosolids. AES shall apply the Biosolids to the respective land application site(s) at a rate not to exceed agronomic rate per acre, or less, as required or otherwise permitted by Applicable Law.
6. Land Applications of Biosolids. AES shall provide necessary equipment and labor to properly remove, transport, and apply the Biosolids to acceptable land application sites at agronomic rates in accordance with Applicable Law. AES shall adhere to the Biosolids Land Application Guidelines attached hereto as Exhibit A, as the same may be amended from time to time during the Term of this Agreement. AES shall exercise commercially reasonable efforts to transport, store, and apply Biosolids on the applicable application site within one (1) calendar quarter to allow for more accurate calculations of loading rates.
7. Load Sheets. AES shall provide CCUA with all information requested by CCUA relating to AES' transportation and application of Biosolids, including but not limited to load sheets detailing or otherwise setting forth the following:
 - a) Date of removal;
 - b) Time Equipment departed CCUA facilities;
 - c) Truck number (if any, and as applicable);
 - d) Name of driver;
 - e) Amount of Biosolids loaded onto the Equipment;
 - f) Name of farmer and approved field identification number;
 - g) Number of acres acceptable for use in the field;
 - h) Such other information as CCUA may request.

The original load sheet(s) after a load has been removed, transported, and applied to land must be signed by an authorized AES employee and an authorized CCUA representative

before AES may bill CCUA for the Biosolids removed. One (1) copy of the load sheet(s) will remain with CCUA and one (1) copy will remain with AES.

Reserved.

9. AES shall be responsible for maintaining the loading facility at the WWTP in a clean and neat manner and shall promptly, at time of occurrence, clean up any spills at said WWTP. AES shall be solely responsible for any spills in transit or at the farm site and shall promptly, at time of occurrence, clean up any such spills. Transport vehicles will be kept clean and free of spilled Biosolids.
10. AES shall provide all equipment and personnel required to load, transport, store, and dispose of Biosolids. AES shall comply with all Applicable Law relating to transportation and application of Biosolids, as well as local traffic laws and shall adhere to the directions of CCUA's utility manager (or his or her designee) in operating vehicles at CCUA's WWTP. All equipment will be maintained in leak proof and spill proof condition.
11. AES shall be familiar with Applicable Law governing the application of sewage Biosolids, which include, but are not limited to those rules and regulations set forth in Title 40 of the Code of Federal Regulations, Part 503 (40 CFR § 503), the Standards for the Use or Disposal of Sewage Sludge, as the same may be amended from time to time ("**Federal 503 Regulations**"). AES shall comply with and adhere to such Federal 503 Regulations.
12. AES will maintain its equipment at its own expense and shall keep it in good condition. CCUA's facilities shall not be used by AES for private use or the storage of AES's equipment. Disabled equipment shall be removed from CCUA's property in a timely manner.
13. AES shall designate an administrator(s) of this Agreement, as well as up-to-date address and telephone number for such person(s).
14. The land owner and operator shall always have the authority over the use of its or their respective land application site(s) and AES shall always work with the said owner or operator to insure proper application and good public relations.
15. AES shall provide all equipment needed to complete removal and application on a timely basis. The application method shall be determined by AES and the land Owner/operator and shall be based upon such owner/operator's respective farming practices.
16. AES shall develop and maintain with current field descriptions a (5) year

biosolids management plan.

17. Testing of Soil at Land Application Sites. At all land application sites, AES shall pull all soil samples and provide for said analysis as required by Applicable Law, including as required by Federal 503 Regulations. AES shall provide the results of such soil analysis for each land application site to CCUA at least two (2) weeks prior to any Biosolids being delivered or applied at such site(s), and provide CCUA with sufficient time to perform the agronomic loading rate calculations for each land application site(s) for each year of use of such land application site(s). All soil sample testing shall be performed at AES' sole cost and expense.
18. CCUA shall develop and prepare an Annual Biosolids report required by Applicable Law and the Federal Chapter 503 Regulations each year of the Term of this Agreement. On or before January 31 of each year of the Term of this Agreement, AES shall provide CCUA with all reasonably requested and/or required data and information to enable CCUA to develop and prepare each Annual Biosolids report.
19. Emergency Response. In the event of a spill or regulatory problem involving CCUA Biosolids, AES shall promptly notify CCUA. AES shall provide the prompt cleanup of spills that are attributable to AES and/or that occur while AES has the care, custody, or control of CCUA Biosolids.
20. Review of Operations. AES shall allow CCUA to inspect any and all proposed or approved land application sites used or proposed to be used for disposal of CCUA Biosolids. AES shall allow CCUA to monitor daily operations with respect to the disposal of CCUA's Biosolids.
21. Agronomic Services. AES shall provide management services which include the location and permitting of suitable farmland for the exclusive use of CCUA's Biosolids. These application sites shall meet the requirements for land application sites as determined by KDHE and EPA rules and regulations as well as other Applicable Law. Proposed and/or approved farmland application sites shall be properly documented as specified by KDHE and EPA and/or Applicable Law. AES shall install and maintain a sign posted at the entrance of all Biosolids application sites identifying each such site as a CCUA Biosolids application site. CCUA has and will provide AES with a sign for each CCUA land application site. All land application sites shall meet EPA and KDHE requirements for application of Class B biosolids. AES shall also be responsible for the soil sampling and analysis for application sites.
22. Good Faith. If AES is unable to remove CCUA Biosolids due to acts of God or other occurrences not reasonably within the province or control of AES, AES will

not be liable for any additional costs incurred by CCUA, and AES will not be deemed in default under this Agreement unless thirty (30) days after the impediment has been resolved or eliminated, AES continued to fail to remove the Biosolids tendered to it.

23. Quarterly Reports. AES shall complete and file in a timely manner reports as required by both the KDHE and the EPA. AES shall maintain these reports and records for the specified time period required by the KDHE and the EPA, and such reports and records shall also be provided to CCUA on a quarterly basis, or as may otherwise be reasonably requested by CCUA. Reports shall be submitted to CCUA on or before the tenth (10th) day of each month following the expiration of the preceding quarter (April, July, October, January) for Biosolids removed from CCUA's WWTP and applied to land during the previous quarter.

C. MISCELLANEOUS PROVISIONS

1. Insurance: AES shall obtain and carry throughout the term of this Agreement insurance with a reputable company, acceptable to CCUA and admitted to do business with the State of Kansas with the following minimum limits:
 - a) Workers compensation insurance in compliance with Kansas law.
 - b) Motor vehicle insurance with not less than \$250,000/\$500,000 liability limits.
 - c) Comprehensive General Liability insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000.00), including the broad form property damage endorsement. CCUA shall be named as an additional insured.
 - d) AES shall furnish CCUA with certificates of insurance as evidence that the policies providing the required coverages and limits are in full force and effect. CCUA shall be notified by the insurance carrier of any alterations, cancellation or revocation of insurance. If said insurance is canceled or revoked, AES shall cease its operation and services performed or to be performed under this Agreement until a substitute policy reasonably acceptable to CCUA is obtained.
 - e) All AES insurance policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to CCUA.

2. Hold Harmless and Indemnification: AES shall indemnify and hold CCUA, its employees and agents, harmless from and against any and all claims, damages, costs or expenses or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this Agreement to the extent such claims, damages, costs, expenses, liability or loss are caused by the acts or omissions of AES. This provision shall survive termination of this Agreement.

3. Independent Contractor. AES is and shall be an independent contractor and, subject only to the terms of this Agreement, it shall have the sole right to supervise, manage, operate, control, and direct performance of the details and work incident to its duties and obligations under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for CCUA whatsoever with respect to the indebtedness, liabilities, and obligations of AES or any other party. Neither AES nor any of its employees, agents, officers, or representatives, including, without limitation, Keenan Kelley, shall be considered employees, agents, or representatives of CCUA. Without limitation, AES and CCUA intend and agree that AES, and any of its owners and/or employees, including, but not limited to, Keenan Kelley, shall not be considered as an employee of CCUA for any purpose. AES shall timely pay all Federal and State employment taxes and insurance relative to its employees, owners, agents, representatives, and officers.

AES shall timely pay all obligations it incurs in the performance of this Agreement and shall not allow any liens or claims to be made against or otherwise placed against CCUA or CCUA property.

4. Reserved.

5. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Kansas. If any of the provisions of this Agreement are for any reason declared by judgment of a court of competent jurisdiction to be unenforceable or ineffective, those provisions shall be deemed severable from the other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect.

6. Entire Agreement. This Agreement represents the entire agreement of the parties and may only be modified or amended in a writing signed by both parties.

6. The right of CCUA to enter into this Agreement is subject to the laws of the State of Kansas. This Agreement shall be interpreted to ensure that CCUA shall at all times be in conformity with such laws. Notwithstanding any other provision hereof, it is a

condition of this Agreement that CCUA reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of CCUA's legal counsel, the Agreement may be deemed to violate the terms of such laws.

7. Assignment: This Agreement is solely with AES based on its reputation and past performance and as such no sale, assignment, transfer or conveyance of same, in whole or in part, shall be permitted without CCUA's written consent, which consent or refusal shall be at CCUA's sole discretion. Any attempt to sell, assign, transfer, or convey this Agreement without written consent of CCUA shall be a breach of this Agreement by AES. CCUA may assign its rights and delegate its duties under this Agreement by providing written notice of same to AES.
8. Breach of contract and remedies: The essence of this Agreement is the timely removal and application of CCUA's Biosolids in the manner provided by Federal, State and local laws, statutes and ordinances, as well as rules and regulations as same now exists or as they may be promulgated in the future. Any failure of AES to perform its duties and responsibilities under any clause of this Agreement shall constitute a material breach of this Agreement and CCUA may, at its option, proceed with any legal or equitable remedy available to it.

Non-Waiver of Breach. Any failure to declare a breach or the actual waiver of any particular breach of this Agreement or any material or nonmaterial terms of this Agreement by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

In addition to the foregoing remedies, CCUA may elect to terminate this Agreement upon ten (10) days written notice for breach of any of its terms by AES unless the defect or non-performance is remedied by AES. However, CCUA may under any circumstances, immediately terminate this Agreement without notice, upon violation by AES of any provision of this Agreement resulting in a disruption of Biosolids removal from CCUA's WWTP to the extent of exceeding CCUA's storage capacities or in the event CCUA or AES is ordered to cease its operations in Biosolids disposal by any Federal or State agency, commission, board or Court, in which event this Agreement shall terminate, unless the parties should otherwise mutually agree.

In the event of a substantial change in Applicable Law, applicable technology, or the operation of CCUA's WWTP that make the provisions of this Agreement inequitable or impractical, the parties agree to negotiate, in good faith, appropriate amendments to or termination of this Agreement.

9. Anti-Discrimination Clause. AES agrees: (a) 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.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (“ADA”) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to or treatment or employment it, its programs and activities; (b) to include in all solicitations or advertisements for all employees, the phrase “equal opportunity employer”; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vender; (e) that a failure to comply with the reporting requirements of (c) above or if AES is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and this Agreement may be cancelled, terminated, or suspended, in whole or in part, by CCUA; (f) if it is determined that AES has violated applicable provisions of the ADA, such violation shall constitute a breach of contract and this Agreement may be cancelled, terminated, or suspended, in whole or in part, by CCUA.

The parties understand that the provisions of this Section E.9 (with the exception of those related to the ADA) are not applicable to a contractor who employs fewer than four (4) employees during the term of such contract or whose contracts with CCUA cumulatively total Five Thousand Dollars (\$5,000.00) or less during the fiscal year.

10. Destruction of Premises: In the event of total or partial destruction of CCUA's WWTP by fire, windstorm, or other casualty, making it impossible for CCUA to perform hereunder, the provisions of this Agreement shall terminate until such time as CCUA restores said premises and functionalities.
11. A pre-start-up conference shall be held before each application to discuss the farm site, application requirement, plant valving and pumping, and other items of importance.
12. Signing Authority. The signatories to this Agreement verify that they have read this complete Agreement, understand its contents, and have full authority to bind and do hereby bind their respective parties.
13. Notices. Any notice to be given hereunder shall be sent by registered or certified mail, courier or facsimile transmission to the party to which said notice is to be given at its address or facsimile number as shown below, unless such address is changed by notice given to the other party in accordance herewith. A notice shall be deemed given when received.

Chisholm Creek Utility Authority
Utility Manager
5551 N. Broadway
Park City, Kansas 67219

Agri-Environmental Services LLC
11515 W. 109th St. North
Sedgwick, Kansas 67135

IN WITNESS WHEREOF, THE parties have
hereto set their signatures as of the dates
indicated herein.

CHISHOLM CREEK UTILITY
AUTHORITY

AGRI ENVIRONMENTAL SERVICES
LLC,

By: _____

By: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

By: _____

By: _____

Rohloff Construction LLC.

1030 N. Washington Ave.
Wichita KS 67214

ESTIMATE

Date	Estimate #
10/25/2021	9764

Name / Address
CCUA Jacob Coy

Ship To
CCUA Jacob Coy 5551 N. Broadway Park City, Kansas 67219

P.O. No.	Terms	Ship Date
		10/25/2021

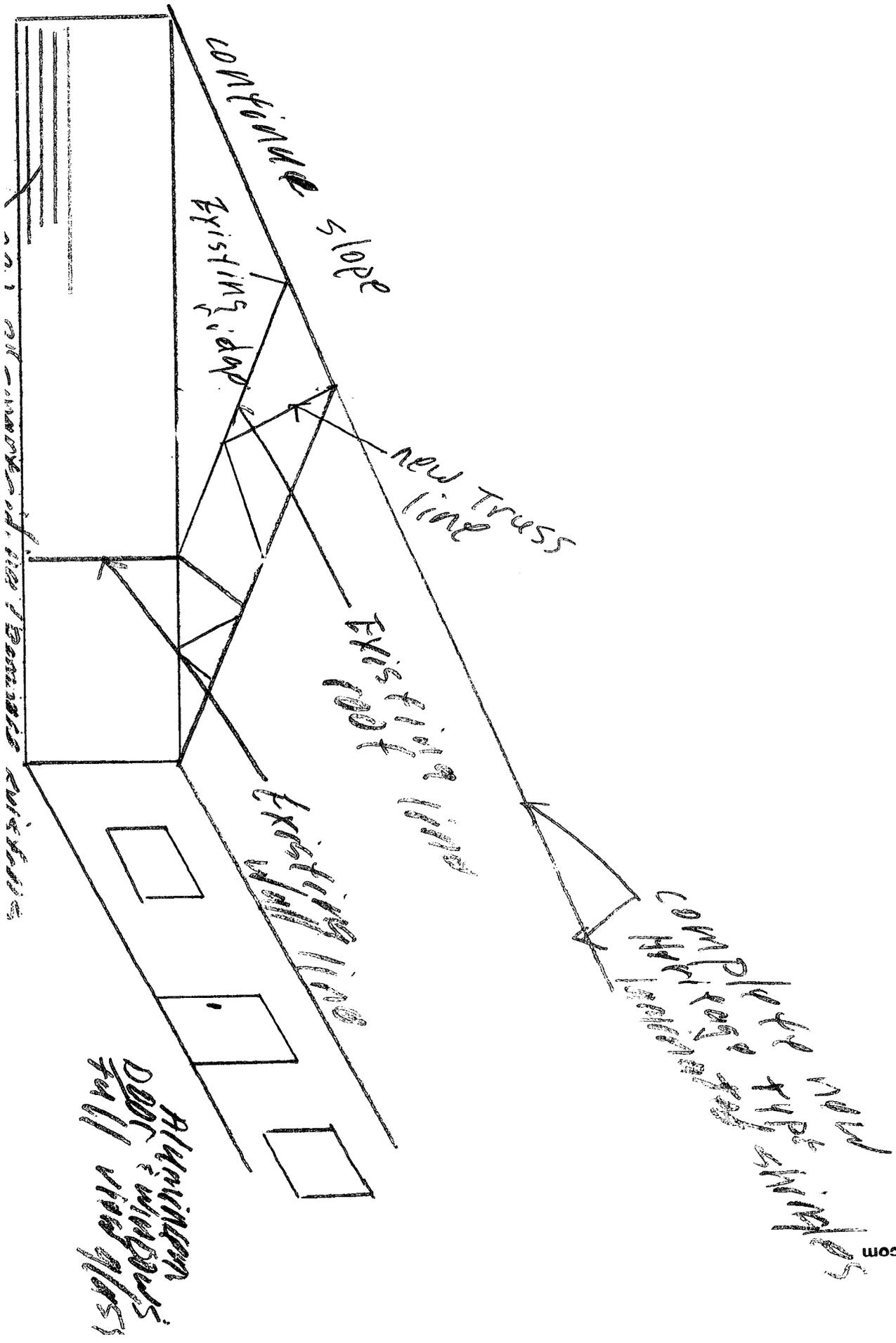
Qty	Item	Description	Cost	Class	Total
1	Commercial R...	This is a proposal to design and build addition onto CCCU office space at Plant site. We will provide all labor and materials needed to: Provide Architectural drawings and engineering as needed to obtain building permits. Plan and construct building per drawings with input from owners. We submit these sketches with this proposal to give an idea of the quality we believe needs to go into this project. We cant build anything from these we have to have a stamped set of drawings.		Constructi...	0.00
1	Commercial R...	Commercial Remodel	160,000.00	Constructi...	160,000.00

Subtotal			\$160,000.00		
Sales Tax (7.5%)			\$0.00		
Total			\$160,000.00		

624 PA
5551 N Broadway
DARK CITY

Computer only

Dick Ruppert
2350 N. Mainway
Wichita 67218



CCAA
5551 N. Broadway
Park City

conceptual only

our current
1030 N. Washington
Mishita 6724

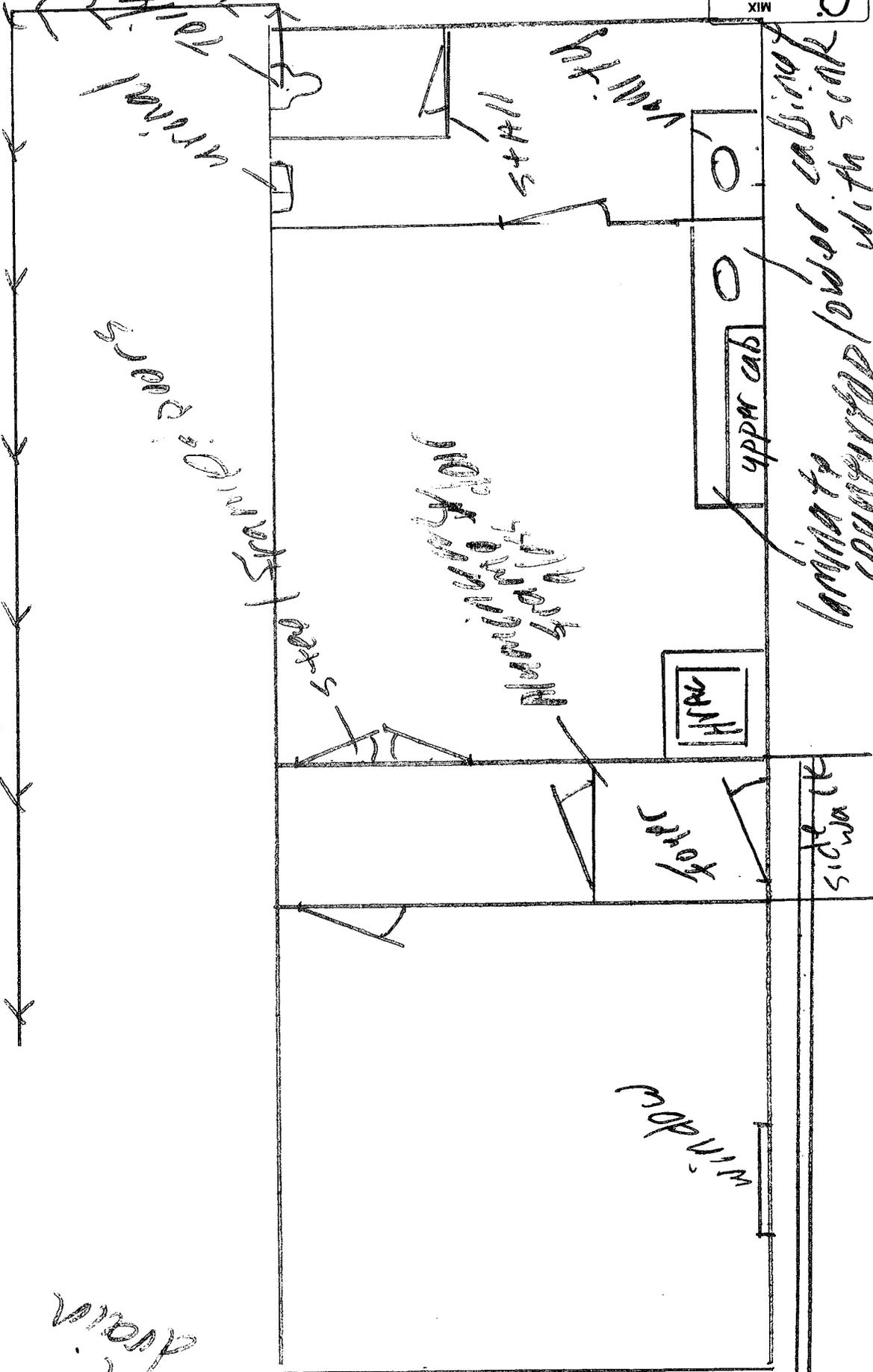
sewer line

French drain

space for
staircase

Stiles is committed to pursuing sustainable business practices within our own organization and also by providing green manufacturing solutions for our customers.

Stiles



MIX
Paper from
responsible sources
FSC® C092542
www.fsc.org

www.stilesmachinery.com

**Chisholm Creek
Utility Authority**

5551 N Broadway
Park City, KS 67219
Phone: 316-838-4748, Fax: 316-838-4640

**PURCHASE
ORDER**

The following P.O. number must appear on all related correspondence, shipping papers, and invoices:

P.O. NUMBER: 6343

To:
To:
Rusty Redding
Layne Christensen
1011 W Harry
Wichita, KS 67213
Phone: 264-5365, Fax: 264-1274

Ship To:
Chisholm Creek Utility Authority
WTP/WWTP
5551 North Broadway
Park City, KS 67219
Phone: 316-838-4748
Fax: 316-838-4640

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
10/28/2021	Tony Kientz	Best Way		

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	Each	6" X 10' INT COLUMN PIPE	\$406.00	\$406.00
1	Each	6" X 5' BOTTOM COLUMN PIPE	\$597.00	\$597.00
2	Each	6" X 5' TOP SPECIAL COLUMN PIPE	\$406.00	\$812.00
1	Each	1.18" X 10' SS SHAFT	\$311.00	\$311.00
2	Each	1.18" X 5' SS SHAFT	\$178.00	\$356.00
6	Each	1.18" LINE SHFT CPLG SS	\$64.00	\$384.00
3	Each	1.18" SS SHAFT SLEEVE	\$84.00	\$252.00
1	Each	REBUILD EXISTING 9" 3 STAGE PUMP	\$1,275.00	\$1,275.00
1	Each	MISC - RAGS, GREASE, TAPE, BLAST SAND	\$385.00	\$385.00
1	Each	SHOP LABOR	\$2,625.00	\$2,625.00

SALES TAX ID: KS9WUFMSRD

Subtotal	\$7,403.00
Sales Tax	Exempt
Shipping & Handling	N/A
Other	N/A
TOTAL	\$7,403.00

- Please send two copies of your invoice.
- All water treatment chemical MUST be NSF and/or AWWA certified for this purpose.
- Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Please notify us immediately if you are unable to ship as specified.

Expense Account Breakdown	Amount
6370 - WWTP Plant Supplies/Repair	
5370 - WTP Supplies, Repair	\$7,403.00

Memo

To: File
From: Jacob
CC:
Date: 10/27/2021
Re: Shawn Sutton retirement

Shawn gave verbal notice of his retirement 10/25/2021. His last day with CCUA will be 11/4/2021.

I have only worked with Shawn for a short period of 5 months, but he has been a great asset to CCUA and is retiring to focus on his health. Shawn has gone above and beyond the typical duties of an operator by volunteering to be first in line on the dialer so other coworkers could focus on family. He takes the quality of water CCUA treats personally and is always looking for ways to improve operations. In the event he would like to come back to an open position, I believe he should be a top candidate.

supply portion of the CCUA system is not available for reallocation resale under this Agreement.

If a water emergency occurs as defined by CCUA, and CCUA is unable to produce the amount of water both cities have requested during any time period, then each city's share of the CCUA water will be reduced by equal percentages.

1.2 Price of Water.

The rate per 1,000 gallons of water will be calculated by CCUA based on CCUA's operating cost to produce the water, (not including the debt service) divided by the amount of water requested by both cities that year. In 2015 the price is estimated to be \$1.76 per 1,000 gallons, which is derived from CCUA's 2015 budgeted operating costs of \$790,444 divided by the 450 MG (anticipated amount of water requested by both cities in 2015). The amount and price in 2013 will be determined after the 2013 production cost figures are made available by CCUA, and both cities have declared the amount of CCUA water they will purchase that year in an amount that is within the capacity of CCUA to produce. The parties agree that Capital Outlays made during the year shall not be considered to be operating costs and shall be treated as obligations to be shared equally by the Cities regardless of the amount of water purchased during the year. The definition of Capital Outlays shall be as determined by the CCUA's auditors.

1.3 Year End True Up

Within thirty (30) days of the end of the year, the parties will true up and adjust the payments that they have made for the purchase of water over the year. This adjustment will allocate operating costs (both variable and fixed) in proportion to the amount of water purchased by each City during the year; provided, however, that in the event that Bel Aire purchases less than 150 million gallons in the year it shall be treated as having purchased such amount in the allocation of operating costs.

After such adjustment, if either of the Cities is due any payment to reflect an overpayment for water purchased during the year, such payment shall be made by the CCUA forthwith. If either of the Cities owes any payment to the CCUA to cure an underpayment for the water that City purchased during the year, such payment to the CCUA shall be made forthwith.

1.4 Limits on Bel Aire Water Purchases for the Year

The parties agree to provide, prior to the commencement of any year for which this Agreement is in force, a monthly schedule of water each City expects to consume for each month of the year.

The parties recognize that even though Bel Aire has agreed herein to limit its purchases water for any year that this Agreement is in force, there are circumstances that may necessitate it purchasing additional water from the CCUA. To account for that, the parties

agree that Bel Aire may purchase up to 165 million gallons of water from the CCUA in a year but at the point where it has purchased that amount the Cities will choose one of the following courses of action:

(a) To direct the CCUA to deliver no further water to Bel Aire during that contract year; or

(b) To direct the CCUA to allow the City of Bel Aire to purchase some additional amount of water during the remainder of the contract year; or

(c) To declare this Agreement null and void.

If the parties are unable to agree on a course of action within seven (7) days of this limit of 165 million gallons being reached by Bel Aire the default course of action shall be to declare this Agreement null and void.

In the event that the Cities shall choose option (b) above, if the additional amount of water allowed Bel Aire is purchased prior to the end of the contract year, one of the same three courses of action shall again be chosen by agreement of the parties with the same default course of action in the event that the parties are unable to reach agreement.

1.3 Term of Agreement

The term of this Agreement shall be for one year, commencing upon January 1, 2015 and terminating December 31, 2015, but shall automatically renew for one additional year if neither party terminates as set forth below.

1.4 Renegotiation of Terms of Agreement. This Agreement is subject to renegotiation of terms at the completion of any one year term upon the request of either party.

1.5 Development of Water Supply Capacity. Both parties will work through CCUA to develop increased water supply capacity in a manner that best meets the water supply needs of both cities as individualized members of CCUA. Both parties recognize and agree that the water supply needs of both CCUA member cities will grow at differing rates and that the increased water supply needs of either party can and should be met by CCUA in a manner that does not impose an unnecessary financial burden upon the other party, so as to ensure that long term fiscal responsibilities are recognized and environmental resources are protected. To meet these goals both parties may agree to allow CCUA to develop increased water supply capacity at the request of a single member city in a manner that allows such requesting member city to accept the financial responsibility of such development as well as the water supply capacity created through such investment. Additionally, to facilitate development of CCUA water supply capacity, both parties will be permitted to sell excess water supply to third parties through CCUA.

Article 2 Water Metering and Flow