Parsons City Commission

Regular Session

Monday, August 7, 2023 at 6:00 p.m.

Municipal Building

- I. CALL TO ORDER. PLEDGE OF ALLEGIANCE.
- II. PRAYER Harold Gross Jr Macedonia Soul-Winning Ministry
- 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.
- 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 5)
 Information: City Commission Minutes for July 17, 2023 and August 3, 2023.

Recommendation: Approve and authorize the Mayor's signature.

B. Accounts Payable Appropriation Ordinance No. 365 (Pages 6 – 24) Information: Ordinance making appropriations for the payment of certain claims for the City of Parsons, Kansas. Total amount \$1,011,630.55.

Recommendation: Approve and authorize the Mayor's signature.

C. Audit Services for 2023 (Pages 25 – 30)

Information: Jarred, Gilmore, Phillips has submitted a proposal for audit services for the year ending December 31, 2023. The amount will not exceed \$15,000.00, which includes travel and out of pocket expenses. If a Single Audit is required for Federal Funding it will be an additional \$2,900.00. The audit service went up \$500.00 and the single audit went up \$800.00 from 2022.

Recommendation: Approve and authorize the Mayor's signature.

D. Continuing Disclosure (Pages 31 – 34)

Information: Published Submission Confirmation for the reports to file for the Self Reporting required by our Bond Issues:

Financial/Operating Filing Annual Financial Information & Operating Data:

Year Ended 12/31/2022

Recommendation: Acknowledge the filing of the Annual Financial Information & Operating Data.

E. Request for Retail Recruitment Grant (Page 35)

Information: Under the terms of the retail recruitment grant program the City will provide an assistance grant to Katy Antiques, LLC, 1810 Belmont, not to exceed the sum of Five Thousand dollars (\$5,000.00), to be used by Katy Antiques, LLC to assist in the establishment, building and equipping of a retail business. The Grant shall be funded only from Economic Development funds available to the City through a special sales tax for that purpose and must be matched by Twenty-Five thousand (\$25,000.00) of owner funds. The business has completed the requirements for the grant.

Recommendation: To approve the Assistance Grant to Katy Antiques, LLC in the sum of Five Thousand dollars (\$5,000.00) under the terms of the Retail Recruitment Grant.

F. Planning Commission Appointments (Page 36)

Information: Ron Holsteen and Greg Chalker have agreed to serve another 3-year term with the Planning Commission. Recommendation is to reappoint to a term expiring in 2026.

Recommendation: Make Appointments.

G. Road Closure – Moonlight Madness (Pages 37 – 38)

Information: The Parsons Chamber of Commerce respectfully requests to close North 18th St. between Main Street and Washington and between Main St. and Broadway on Friday evening, August 25, 2023 from 6:00 p.m. to 11:00 p.m. to allow space for food trucks, a deejay and vendors. They plan to keep the intersection of Main and 18th St. open to traffic as Main Street businesses prefer.

Recommendation: Approve road closure.

H. Road Closure – 5th Friday Celebration Downtown (Pages 39 – 40) Information: The Parsons Chamber of Commerce respectfully requests the closure of the following streets on Friday, September 29, 2023 from 5:00 p.m. to 9:00 p.m. for the purpose of September 5th Friday Celebration Downtown.

The area will be defined with barricades and Main Street and 18th St. will be closed to traffic during the consumption period, which runs from 6:00 p.m. to 9:00 p.m. Friday, September, 29, 2023. They plan to place the parking barricades at 5:00 p.m. on the 29th to allow the streets to empty and allow for the vendors and food trucks to utilize street locations.

They are further requesting that a junction box be placed halfway down North 18th St. between SKIL and The Home Store. Additionally, they requested additional trash cans be placed in the area and the streetlights be turned on at 5:00 p.m. Finally, they would like to borrow the mobile stage to be set up on North 18th St. facing South to accommodate the band.

Recommendation: Approve road closure, use of barricades, trash cans, junction box and mobile stage.

I. Road Closure – Veteran's Day Parade (Pages 41 – 42)

Information: The Parsons Chamber of Commerce respectfully requests to close some of the downtown streets on Friday, November 10, 2023 from 8:00 a.m. to 10:00 a.m. for the purpose of the Veteran's Day Parade. The roads requested are as follows: Main Street from 17th St. to Central Ave., Washington from 17th St. to Central Ave., and Central Ave. including the intersections from Stevens to Main Street.

The parade will begin at 9:00 a.m. They were able to honor our Veterans with an excellent parade in 2022, and hope to do so again.

Recommendation: Approve road closure.

J. Road Closure – Christmas Parade (Pages 43 – 44)

Information: The Parsons Chamber of Commerce respectfully requests to close some of the downtown streets on Thursday, December 7, 2023 from 5:00 p.m. to 9:00 p.m. for the purpose of the Christmas Parade. The streets requested are as follows: Main Street from 17th St. to 26th St., 17th Street from Main to Broadway, Broadway from 17th St. to Central Ave., and Katy Drive from the intersection of Broadway and Central to the intersection of Washington and Central Ave.

The parade will begin at 7:00 p.m. and is anticipated being over before 8:30 p.m.

Recommendation: Approve road closure.

K. Pay Request No. 4, Trekk Design Group, LLC, Project 2022-10 Lead Service Line Inventory (Pages 45 – 47)

Information: On December 19, 2022, Trekk Design Group, Inc. entered into an agreement with the City for Lead Service Line Inventory for an amount not to exceed \$324,156.75. The attached pay request is for Invoice No. 23-000777 for work completed through July 18, 2023, in the amount of \$27,375.55. The remaining balance is \$210,450.72.

Recommendation: Approve Pay Request No. 4 in the amount of \$27,375.55.

L. Pay Request No. 9, Midwest Engineering Group, LLC for Corning Ave. Storm Water Lift Station Rehabilitation Design (Pages 48 – 51) Information: Midwest Engineering Group, LLC entered into an engineering agreement with the City for the design of Corning Ave. Storm Water Lift Station Rehabilitation. This pay request is for \$950.00 for work completed through August 1, 2023.

Recommendation: Approve Pay Request No. 9 in the amount of \$950.00 to Midwest Engineering Group, LLC.

M. Pay Request No. 7 KLETC Building Remodel – Greg Hinman Construction (Pages 52 – 53)

Information: Greg Hinman has submitted Pay Request No. 7 for work performed through July 31, 2023. The total amount due is \$11,780.00.

Recommendation: Approve Pay Request No. 7 to Greg Hinman Construction.

N. 2023 Ford Police Interceptor SUV (Pages 54 – 55)

Information: On May 15, 2023, the City Commission approved the purchase of three (3) 2023 Ford Police Interceptor SUV from SERV (Superior Emergency Response Vehicles) at a price of \$61,327.93 per vehicle. Two (2) of the vehicles are scheduled to be here this weekend. They are not able to get the third vehicle at this time.

SERV has located a 2023 Chevy Tahoe as substitute for the vehicle they are unable to get. The cost for this vehicle is \$67,543.30, fully equipped. The additional cost is \$6,215.37. This vehicle is in stock, it will just have to have the equipment installed.

Recommendation: Approve and authorize the cost of \$67,543.30 to SERV for a 2023 Chevy Tahoe Police Interceptor, versus the 2023 Ford Police Interceptor that was approved on May 15, 2023 at a cost of \$61,327.93.

O. Project Agreement No. 042-23 with KDOT for Parsons Tolen Creek Trail Project No. 050-TE-0530-01 (Pages 56 – 78)

Information: KDOT has furnished an agreement to formally acknowledge commitment of the City of Parsons and Kansas Department of Transportation in the implementation of the Tolen Creek Trail, along Tolen Creek from Cattle Drive to Wal-Mart (parallel to US-59). It will consist of a 10' wide concrete path with 24' wide pedestrian bridges with installed lighting. This local KDOT partnership will pay for 80% of the cost of construction and construction engineering not to exceed \$784,272.00.

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

P. Request for Proposals for Lease Purchase Financing (Page 79) Information:

Financing for Project 2023-04-Municipal Bldg Ext. Repair \$ 1,000,000.00

Water Meters and Meter Installation

\$ 2,000,000.00

Recommendation: Approve and authorize issuing Request for Proposals for Lease Purchasing Financing to be submitted by noon on Thursday, August 17, 2023.

CONSENT DOCKET ENDS

VI. ORDINANCE

A. Ordinance No. 6539 – Special Assessments (Pages 80 – 81)

Information: Ordinance No. 6539 making and levying a special assessment upon all lots and parcels of ground in the City of Parsons, Kansas liable for the cost and expenses of nuisance abatements during the months of April, May and June 2023 for a total amount of \$31,410.89.

Recommendation: Approve and authorize the Mayor's signature on Ordinance No. 6539.

VII. RESOLUTION

A. Resolution No. 3453 – GAAP Waiver 2024 (Page 82)
Information: Resolution No. 3453 finding that financial statements and reports prepared in Conformity with General Accepted Accounting Principles (GAAP) are not relevant to the requirements of the cash basis and budget laws of the State of Kansas and are of no significant value to the governing body or members of the general public of the City of Parsons.

Recommendation: Approve and authorize the Mayor's signature on Resolution No. 3453.

- 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. ADJOURN

MINUTES
PARSONS CITY COMMISSION
July 17, 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 Shaw seconded that we approve the agenda was presented. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse – yes.

Consent Docket as follows:

City Commission Minutes

Approved and authorized minutes for the July 3, 2023 and July 13, 2023 meetings.

Accounts Payable Appropriation Ordinance No. 364

Approved and authorized an ordinance making appropriations for the payment of certain claims for the City of Parsons, Kansas. Total amount \$393,007.55.

Replat of Lots 5 & 6, Block 1, Wayne Moran Industrial Park

Approved the replat of Lots 5 & 6, Block 1, Wayne Moran Industrial Park and authorized the Mayor's signature on the plat. The Planning Commission at their June 20, 2023, meeting recommended approval to the City Commission the final plat for the Replat of Lots 5 & 6, Block 1, Wayne Moran Industrial Park. The reason for the re-plat is to extend the existing platted street north to allow Evergy to install a new electrical substation.

Payment to TranSystems Corporation for Parsons Bridge Rehabilitation

Approved payment of invoices to TranSystems Corporation for professional services for bridge rehabilitation (INV-0004014409 for \$5,080.45; INV-0003945045 for \$15,745.40; INV-0003921160) for \$28,774.64 for a total of \$49,600.49 for work completed through January 27, 2023.

Request for Approval of the Contract for 17.9 acres of Land in the Flynn Industrial Park
Approved and authorized the Mayor's signature on Contract with Old Dominion for 17.9 acres
of land in the Flynn Industrial Park. After negotiations with Old Dominion corporate offices
there's been an offer made on 17.9 acres of land immediately north of the Old Dominion
location. An initial offer of \$179,700 has been made for the property and after negotiations

CITY COMMISSION – PAGE 2 July 17, 2023

the buyer submitted an offer of \$185,091.00. Their realtor will be paid out of these funds and any title or survey work will be paid for as detailed in the contract.

Pay Request No. 1, BG Consultants for Engineering Study

Approved Pay Request No. 1 to BG Consultants in the amount of \$10,850.00. Pay Request No. 1 is for the engineering study for the 34 acres on the east side of the city bordered on the west by Kay Lane and on the east by Queens Road. The total fee, plus some expenses, will be \$57,350. The City has applied for a repayable SHOVL grant from the State to assist in this project.

<u>Approve Use of the Hay Meadow North of Kiwanis Shelter for a Model Airplane Fly Area at</u> Parsons Lake

Approved the Mayor's signature on letter allowing use of the hay meadow North of Kiwanis shelter at Parsons Lake for a model airplane fly area. FAA will soon be requiring designated fly areas for model airplanes and drones. The Lakeside Flyers Club requested permission to use the 60 acres of hay meadow North of the Kiwanis Shelter at Parsons Lake as their dedicated fly area. The Lakeside Flyers have been using this area for multiple years with verbal permission. With the new regulations they requested permission in writing to meet the new requirements.

Pay Request No. 3, Trekk Design Group, LLC, Project 2022-10 Lead Service Line Inventory Approved Pay Request No. 3 to Trekk Design Group, LLC. On December 19, 2022, Trekk Design Group, Inc. entered into an agreement with the City for Lead Service Line Inventory for an amount not to exceed \$324,156.75. The attached pay request is for Invoice No. 23-000653 for work completed through June 22, 2023, in the amount of \$21,548.32. The remaining balance is \$237,826.27.

<u>Agreement with DGM Consultants, P.A. for Professional Services for Project 2023-04, Municipal Building Masonry Repairs</u>

Approved and authorized the Mayor's signature on the agreement with DGM Consultants, P.A. The City commission awarded the Municipal Building Masonry Repairs to Innovative Masonry Restoration on June 21, 2023. The proposed start date for this contract is August 1, 2023. DGM Consultants, P.A. have sent Amendment #2 for the proposal of inspection services at a total cost not to exceed \$81,500.00.

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

New Business

Request for D.V. Reed Trust Fund

Commissioner Strait moved, Commissioner Bolinger seconded to approve and authorize the submission of the request for \$8,000.00 to Care Cupboard Hygiene Pantry to Labette County



CITY COMMISSION – PAGE 3 July 17, 2023

District Court for the funding. Care Cupboard Hygiene Pantry will begin its third year in August and continues to grow every month. Thirty to forty new families are coming every month. The June distribution saw 225 families visit. That equaled 505 people of all ages, ethnicities, and socioeconomic status. Thanks to donations of money, products, and time, they continue to bless people month after month by providing the essential hygiene products each month.

From their simple dream of serving 100 families to budgeting for 300 in 2023, they have seen the annual budget more than triple from \$17,000 to \$52,000. With rising costs, back to school, and the holidays right around the corner, they anticipate more families will utilize their services. At the present time, they are serving more than 5% of the City of Parsons.

They have made a request in the amount of \$8,000.00 from the D.V. Reed Fund. This will provide 920 essential kits. The program is to be used for the needy poor of the community. I feel this meets the criteria of the fund. The current balance of the fund is \$11,220.89. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse – yes.

Resolution

Resolution No. 3452 – Property Tax Rate Exceeding the Revenue Neutral Rate
Commissioner Shaw moved, Commissioner Bolinger seconded to approve and authorize the
Mayor's signature on Resolution No. 3452 of the City of Parsons, Kansas regarding the
governing body's intent to levy a property tax exceeding the Revenue Neutral Rate.
Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse – yes.

Departmental Reports

Mayor Cruse moved, Commissioner Strait seconded to receive and file June monthly reports. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse – yes.

Comments were heard from Vicki Pribble and Ryan Robertson.

Comments were heard from City Staff and City Commissioners.

Commissioner Bolinger moved, Commissioner Crooks seconded that we adjourn at 7:06 p.m. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse – yes.

Kevin Cruse, Mayor	
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MINUTES
PARSONS CITY COMMISSION
August 3, 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. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse - yes.

The commission reviewed the agenda for August 7, 2023.

23-PF-018 CDBG Public Library Window Grant

Commissioner Bolinger moved, Mayor Cruse seconded to approve and authorize the Mayor's signature on the Public Library Window Grant contract. The City received notice of a \$237,685.00 grant for the Parsons Public Library to remove two 20' x 16' sloped windows on the east and south side of the building and replacing with two redesigned non-sloped 20' x 12' windows.

Funding: \$237,685.00 – Grant \$237,686.00 – Local (\$213,917.00 – Library/ \$23,769.00 – City) \$475,371.00

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.

Executive Session

Mayor Cruse moved, Commissioner Strait seconded to go into executive session pursuant to KSA 75-4319(b)(4) and KSA 75-4319(b)(6) for possible land acquisition and private financial information of a corporation to discuss possible incentives and land acquisition of a local company and sales tax of a specific company for 20 minutes with City Manager, City Attorney, City Commissioners, Economic Development Director and City Clerk present. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse - yes. Return from executive session with no action taken.

CITY COMMISSION	l – PAGE 2
August 3, 2023	

Commissioner Bolinger moved; Commission Approved on roll call. Shaw – yes; Crooks –	er Crooks seconded that we adjourn at 5:42 p.m. yes; Bolinger- yes; Strait – yes; Cruse - yes.
	Kevin Cruse, Mayor
Attest:	
Robyn Baker, City Clerk	

ACCOUNTS PAYABLE APPROPRIATION ORDINANCE NO. 0365

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

Accounts Payable – July 20, 2023	\$ 115,568.23
Accounts Payable – July 27, 2023	769,356.99
Accounts Payable – August 3, 2023	126,705.33
	\$1,011,630.55

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 7th day of August 2023.

	Kevin Cruse, Mayor	
Attest:		
Robyn Baker, City Clerk		

08-02-2023 10:06 AM	COMMISSION RE	PORT	PAGE	Sed
VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	TNIICMA
AT & T MOBILITY	MIFI PACKS & 4 PHONES	GENERAL FUND	POLICE TOTAL:	1,623.92
AT&T TELEPHONE (MAIN PB)	TELEPHONE SERVICES	GENERAL FUND	POLICE TOTAL:	42.22
BG CONSULTANTS	PAYMENT #1 SUBDIVISION	ECONOMIC DEV SALES	S ECONOMIC DEV SALES TAX	10,850.00
BREDE GROUP SOLUTIONS	POLYGRAPH'S AND MILEAGE POLYGRAPH'S AND MILEAGE POLYGRAPH'S AND MILEAGE	GENERAL FUND GENERAL FUND GENERAL FUND	POLICE POLICE POLICE TOTAL:	179.55 225.00 225.00 629.55
CASEY DOYLE	1810 BROADWAY	ECONOMIC DEV SALES	S ECONOMIC DEV SALES TAX TOTAL:	493.18
CINDY TROTNIC	REIM FOR E&L DUMPSTER	SANITATION FUND	SANITATION FUND TOTAL:	89.00
COLONIAL PROCESSING CENTER	BCN E3070653	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	2,495.62
FRED FRANCIS	MUSIC IN THE PARK	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	2,000.00
FULL COMPASS SYSTEMS	SUPPLIES	GENERAL FUND	AUDITORIUM ARTS CENTER TOTAL:	364.56
KANSAS GAS SERVICE	301 N 30TH	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	92.57
LABETTE COUNTY SHERIFF	INMATE HOUSING	RISK MANAGEMENT FU	U RISK MANAGEMENT FUND TOTAL:	480.00
MEMBERS ONLY, LLC	MUSIC IN THE PARK	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	1,500.00
MICHAEL KREWSON	SENIOR CENTER MOWING	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	995.00
MIKE CARPINO FORD PARSONS	#6 SERVICES TIRE MOUNT # #2 OIL SERVICES	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND	POLICE POLICE POLICE POLICE TOTAL:	4,628.56 60.00 121.87 169.17 4,979.60
PARSONS BABE RUTH LEAGUE, INC	GRANT	TOURISM	TOURISM TOTAL:	750.00
QUILL CORPORATION	SUPPLIES	GENERAL FUND GENERAL FUND	POLICE TOTAL:	131.07 84.99 216.06
REBECCA MINOR	SUPPORT D58 8/5/23 BIGHIL	TOURISM	TOURISM	500.00

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TOTAL:

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08-02-2023 10:06 AM	VENDOR NAME	TOM DAVIS AUTO GROUP	TRAN SYSTEMS	TREKK DESIGN GROUP, LLC	TWIN VALLEY ELECTRIC COOPERATIVE INC UNEMPLOYMENT INSURANCE SERVICES VOLMER'S TRUCK AND TIRE	

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 GENERAL FUND 27,868.16	RISK MANAGEMENT FUND 480.00	TOURISM 1,250.00	ECONOMIC DEV SALES TAX 11,343.18	CAPITAL IMPROVEMENT FUND 49,600.49	WATER FUND 3,389.08	CIP WATER 21,548.32	SANITATION FUND 89.00	GRAND TOTAL: 115.568.23
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08-02-2023 10:11 AM	COMMISSION REP	ORT	PAGE:	ःस
VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	TINLL
AMAZON CAPITAL SERVICES, INC	SUPPLIES	GENERAL FUND	CITY MANAGER TOTAL:	27.39
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			TOTAL	5,688.74
AT&T TELEPHONE (MAIN PB)	620 421 7075 501 8 620 421 7081 730 5 620 421 7060 719 3		POLICE	113.62
	421 7015 348 421 7015 348 421 7081 730	GENERAL FUND GENERAL FUND GENERAL FUND	POLICE POLICE	3,203.09
	421 7075 501		POLICE	35.38 13.31
10	620 421 7060 719 3	GENERAL FUND GENERAL FUND	POLICE PARK TOTAL:	2,590.20 355.88 6,549.32
B & L WATERWORKS SUPPLY, LLC	SUPPLIES	WATER FUND	DISTRIBUTION TOTAL:	1,366.96
BARCO MUNICIPAL PRODUCTS INC	SUPPLIES	SEWER FUND SEWER FUND	COLLECTIONS COLLECTIONS TOTAL:	593.05 223.44 816.49
BAUGHER EQUIPMENT INC	PARTS PARTS	MAINTENANCE FUND MAINTENANCE FUND	MAINTENANCE FUND MAINTENANCE FUND TOTAL:	137.20 281.25 418.45
BEASLEY AUTOMOTIVE LLC	J.HUMPHRES CLAIM SERVICES	RISK MANAGEMENT FU SANITATION FUND	RISK MANAGEMENT FUND SANITATION FUND TOTAL:	467.67 3,600.00 4,067.67
BEST WESTERN PARSONS INN	BAND SAUCEY JACK	TOURISM	TOURISM	182.32

197.88 69.30 267.18

TOTAL:

POLICE POLICE

GENERAL FUND GENERAL FUND

WEB HOSTING PKG 39 OF 60 WEB PRODUCTION/PROGRAM

BROOKS-JEFFREY MARKETING, INC

BRIAN JOHNSON

69,334.84

HEALTH INSURANCE R HEALTH INSURANCE RESER TOTAL:

182.32

TOTAL:

GROUP 96081

BLUE CROSS BLUE SHIELD OF KANSAS

200.00

LEGAL/MUNICIPAL COURT

GENERAL FUND

PRO TERM JULY 12,2023

TOTAL:

08-02-2023 10-11 BM	; ; ; ; ;		
	N O T S S T W W O O	KEPORT	
VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT
CALLIE CARPENTER	MILEAGE REIM	TOURISM	TOURISM
	PHOME	T CHICAGO	

CDL ELECTRIC COMPANY

CITY OF PARSONS

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	VEHICLE MAINTENANCE PETTY CASH VEHICLE MAINTENANCE	WATER FUND WATER FUND SANITATION FUND	DESTRIBENT DISTRIBUTION ADMINISTRATIVE SANITATION FUND TOTAL:	500.00 1,551.11 25.00 508.96 22.00 435.00 285.00 285.00 285.00 285.00 285.00 285.00
CLASS LTD	TRANSPORTATION	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	2,749.95
CORE & MAIN LP	SUPPLIES SUPPLIES SUPPLIES SUPPLIES	WATER FUND SEWER FUND SEWER FUND SEWER FUND	DISTRIBUTION COLLECTIONS COLLECTIONS COLLECTIONS TOTAL:	1,287.43 781.10 918.00 306.00 3,292.53
CORKY'S EQUIPMENT	SERVICES	MAINTENANCE FUND	MAINTENANCE FUND TOTAL:	538.80
D&M LAWNCARE	MOWING	GENERAL FUND	STREET TOTAL:	343.98
DAIGLE LAW GROUP, LLC	RENEWAL	GENERAL FUND	POLICE TOTAL:	1,274.00
DEBBIE LAMB	PHONE	GENERAL FUND	CITY MANAGER TOTAL:	50.00
DEFENSIVE EDGE TRAINING & CONSULTING,	TRAINING	GENERAL FUND	POLICE TOTAL:	550.00
DENNIS DODD	PHONE	GENERAL FUND	POLICE TOTAL:	50.00
DETROIT INDUSTRIAL TOOL	PARTS	SEWER FUND	COLLECTIONS TOTAL:	461.57
EVERGY	REC CENTER STREET LIGHTS STORM SIREN 1100 MAIN CITY MAIN SENIOR CENTER CORP DRIVE WATER TREATMENT	GENERAL FUND SCONOMIC DEV SALES WATER FUND SEWER FUND	GENERAL ADMINISTRATIVE ECONOMIC DEV SALES TAX TREATMENT PLANT TREATMENT PLANT TREATMENT PLANT	4,240.68 13,499.72 188.87 383.71 11,296.93 356.68 1,654.18 8,490.14 11,439.66 51,550.57
FMS NORTH AMERICA, INC	TIRES	SANITATION FUND	SANITATION FUND TOTAL:	1,138.00

08-02-2023 10:11 AM	COMMISSION REP	ORT	PAGE:	4
VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	FNITOME
FOLEY INDUSTRIES, INC.	PARTS	GENERAL FUND	CEMETERY TOTAL:	102.02
G20 TECHNOLOGIES, LLC	ACH 4500 GAL	WATER FUND	TREATMENT PLANT TOTAL:	19,135.00
GALAXY AIR SERVICES	SERVICES	GENERAL FUND	AIRPORT TOTAL:	4,292.00
HAWKINS, INC	CHLORINE/AMMONIA/FLUORIDE 1 LB BLK (MINI BULK)	WATER FUND WATER FUND	TREATMENT PLANT TREATMENT PLANT TOTAL:	4,551.40 1,597.80 6,149.20
HIGHER CALLING TECHNOLOGIES LLC	SUPPORT AGREEMENT MONTHLY MONTHY OFFICE MONTHLY ADOBE PD MONTHLY MONTHLY OFFSITE/BACKUP PD MONTHLY ADOBE	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE CITY MANAGER POLICE POLICE POLICE TOTAL:	850.00 1,235.50 1,466.50 27.99 792.50 199.00 139.95 4,711.44
INTERSTATE BILLING SERVICE	PARTS PARTS PARTS	MAINTENANCE FUND MAINTENANCE FUND MAINTENANCE FUND	MAINTENANCE FUND MAINTENANCE FUND MAINTENANCE FUND TOTAL:	12.74 436.29 52.80 501.83
JASON LUDWIG	PHONE	GENERAL FUND	POLICE TOTAL:	50.00
JIM ZALESKI	PHONE	TOURISM	TOURISM TOTAL:	50.00
JOE DIGITAL	MUSIC IN THE PARK	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	750.00
KANSAS GAS SERVICE	401 S 18TH 2103 CORNING AVE #A 1800 BELMONT 112 S 17TH	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE	51.49 47.21 43.22 94.50

			TOTAL:	750.00
KANSAS GAS SERVICE	401 S 18TH 2103 CORNING AVE #A 1800 BELMONT 112 S 17TH 200 HEACOCK 1831 WASHINGTON 1209 CORP DR #101 1209 CORP BR #102 1209 CORP DR #102	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND ECONOMIC DEV SALES	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE POLICE ECONOMIC DEV SALES TAX ECONOMIC DEV SALES TAX ECONOMIC DEV SALES TAX TOTAL:	51.49 47.21 43.22 94.50 114.03 43.22 47.21 43.22 92.57 43.22
Karen wheat	PHONE	GENERAL FUND	CITY MANAGER TOTAL:	50.00
KEY EQUIPMENT & SUPPLY	PARTS	MAINTENANCE FUND	MAINTENANCE FUND	165.32
LAURA MOORE	PHONE MILEAGE REIM	GENERAL FUND GENERAL FUND	CITY MANAGER CITY MANAGER	50.00 120.52

08-02-2023 10:11 AM VENDOR NAME	COMMISSION RE	PORT	PAGE:	co.
	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MILEAGE REIM MILEAGE/FOOD REIM MILEAGE/FOOD REIM MILEAGE/FOOD REIM MILEAGE/FOOD REIM MILEAGE/FOOD REIM	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND	CITY MANAGER CITY MANAGER CITY MANAGER CITY MANAGER CITY MANAGER CITY MANAGER TOTAL:	120.52 187.99 21.75 7.63 25.34 187.99
	PARTS PARTS PARTS	GENERAL FUND MAINTENANCE FUND SANITATION FUND	PARK MAINTENANCE FUND SANITATION FUND TOTAL:	407.65 70.12 115.80 593.57
	SWAB BOXES	GENERAL FUND	POLICE TOTAL:	28.20
	PHONE	GENERAL FUND	POLICE TOTAL:	50.00
	PHONE	GENERAL FUND	AUDITORIUM ARTS CENTER TOTAL:	50.00
SUPPLY	SUPPLIES SUPPLIES	GENERAL FUND GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE CITY MANAGER TOTAL:	139.09 20.72 98.00 257.81
INC	PRE EMPLOYMENT	GENERAL FUND	POLICE TOTAL:	20.00
NORTHERN TOOL & EQUIPMENT	PARTS	MAINTENANCE FUND	MAINTENANCE FUND TOTAL:	589.92
PACE ANALYTICAL SERV INC	WEEKLY MONTHLY WEEKLY	SEWER FUND SEWER FUND	TREATMENT PLANT TREATMENT PLANT TOTAL:	635.10 846.20 1,481.30
	PARTS	MAINTENANCE FUND	MAINTENANCE FUND TOTAL:	1,430.56
PREMIER TRUCK GROUP OF JOPLIN	PARTS	MAINTENANCE FUND	MAINTENANCE FUND TOTAL:	797.43
PYE BARKER FIRE & SAFETY, LLC	FIRE ALARM INSPECTION	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	495.00
	SUPPLIES	GENERAL FUND	POLICE TOTAL:	337.77
	PHONE	GENERAL FUND	POLICE TOTAL:	50.00
	PHONE	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	50.00
	PHONE	GENERAL FUND	LEGAL/MUNICIPAL COURT	50.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	50.00
SCREEN VISION MEDIA	ADS	GENERAL FUND	POLICE TOTAL:	200.00
SEK AUTO SALES INC	REPAIRS REPAIRS	GENERAL FUND WATER FUND	GENERAL ADMINISTRATIVE TREATMENT PLANT TOTAL:	37.99 40.73 78.72
SHOW ME THE OZARKS	ADS	TOURISM	TOURISM TOTAL:	650.00
SPARKLIGHT	SERVICES 7/16-8/15/2023	GENERAL FUND	POLICE TOTAL:	142.45
STATE TREASURER	BI# 0218010621121 BI# 0218010621121	GO BONDS 2021 GO BONDS 2021	GO BONDS 2021 GO BONDS 2021 TOTAL:	500,000,00 49,050,00 549,050.00
STEVEN PASSWATER	KEYS	MAINTENANCE FUND	MAINTENANCE FUND TOTAL:	149.00
THOMAS IMPLEMENT INC	PARTS PARTS	MAINTENANCE FUND MAINTENANCE FUND	MAINTENANCE FUND MAINTENANCE FUND TOTAL:	1,417.32
TIMOTHY H WASS	SERVICES	SEWER FUND	TREATMENT PLANT TOTAL:	110.37
TOM SHAW	INSURANCE REIM	HEALTH INSURANCE R	HEALTH INSURANCE RESER TOTAL:	374.05 374.05
TOMMY J TROLLOPE	SERVICES SERVICES	GENERAL FUND WATER FUND	PARK DISTRIBUTION TOTAL:	685.00 996.60 1,681.60
U.S. POSTAL SERVICE	POSTAGE POSTAGE POSTAGE	WATER FUND SEWER FUND SANITATION FUND	ADMINISTRATIVE ADMINISTRATIVE SANITATION FUND TOTAL:	900.00 500.00 500.00 1,900.00
UNIFIRST CORPORATION	JULY CHARGES	GENERAL FUND MATER FUND WATER FUND SEWER FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE FIRE STREET PARK CEMETERY MAINTENANCE FUND TREATMENT PLANT SANITATION FUND	119.00 40.96 58.73 411.60 58.93 142.05 61.18 227.23 46.00 196.84 224.44 88.59 110.04 65.10

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	2,148.47
UNITED PARCEL SERVICE	SERVICES	WATER FUND	ADMINISTRATIVE TOTAL:	119.03
WAXIE SANITARY SUPPLY	SUPPLIES SUPPLIES SUPPLIES	GENERAL FUND GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE TOTAL:	118.19- 444.61 399.80 726.22
WOOD INSURANCE CENTER, LLC	POLICY 8C52335	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	210.00
XANDER GABBERT	JULY 19, 2023 MOWING	PARSONS MUSEUM	PARSONS MUSEUM TOTAL:	100.00

73,684.50 467.67 1,035.81 6,383.65 1,880.40 69,708.89 11,081.63 17,185.79 549,050.00 8,778.65 769,356.99 ECONOMIC DEV SALES TAX
HEALTH INSURANCE RESERVE
PARSONS MUSEUM
WATER FUND
GO BONDS 2021
SANITATION FUND ------ FUND TOTALS == GENERAL FUND RISK MANAGEMENT FUND TOURISM MAINTENANCE FUND GRAND TOTAL: 01 10 115 127 27 27 42 42 50 50 60

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08-03-2023 12:43 AM	COMMISSION RE	PORT	PAGE:	1
VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	TMUL
ACE HARDWARE, INC	JULY CHARGES	GENERAL. FIIND	TITLE ROBERT TRANSPORTER	
			GENERAL ADMINISTRATIVE POLICE	34.99
		_	POLICE	4.59
			POLICE	357.00
	JULY CHARGES	GENERAL FUND	FIRE	47.96
			파 다 다 가 나 다 다 가 나 나 나 나 나 나 나 나 나 나 나 나 나	40,98
			STREET	5.33
			STREET	9.00
	JULY CHARGES		STREET	17.93
			STREET	21.99
			STREET	14.98
	JULY CHARGES		STREET	40.00
	JULY CHARGES	GENERAL FUND	ST KEET.	14.99
	_		SIREEI	53.53 51.00
			STREET	80. TN
	JULY CHARGES	_	PARK	82.14 22.14
		GENERAL FUND	PARK	30.35
		_	PARK	2.25
	JULY CHARGES	_	PARK	86.6
	JIIIY CHARGES	GENERAL FUND	PARK Park	4.91
			PARK	3 8
			PARK	25.00
			PARK	33.42
		GENERAL FUND	PARK	3.57
			PARK	1.40
			PARK	37.68
	COLI CHARGES	GENERAL FUND	PARK Daby	21.58
/-			DARK	27.78 27.78
7			PARK	57.16
			PARK	36.97
	JULY CHARGES		PARK	53,88
		GENERAL FUND	PARK	76.97
			PARK	253.06
	JULY CHARGES		PARK	2.02
		CENERAL FUND	PAKK	11.12
			PARK	14 C
			PARK	67.56
	JULY CHARGES	GENERAL FUND	PARK	9.59
			PARK	9.59
			PARK	68.14
	JULY CHARGES	GENERAL FUND	PARK	19.99
		GENERAL FUND	PAKK PARK	34.99
			PARK	76.55
			PARK	32.50
	JULY CHARGES	GENERAL FUND	PARK	25.99
			PARK	86.03
	JULY CHARGES	GENERAL FUND	PARK	58:34
		GENERAL FOND	CEMETERS	75.36
			CEMETERY	295.36

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P.	DEPARTMENT	CEMETERY CEMETERY MAINTENANCE FUND MAINTENANCE FUND MAINTENANCE FUND TREATMENT PLANT DISTRIBUTION DISTRIBUTION DISTRIBUTION DISTRIBUTION DISTRIBUTION TREATMENT PLANT TREATMENT TREA	, EEEE EE	TOTAL: POLICE TOTAL:	POLICE POLICE TREATMENT PLANT TOTAL:	DISTRIBUTION DISTRIBUTION TOTAL:	TOURISM TOTAL:	POLICE TOTAL:
PORT	FUND	GENERAL FUND GENERAL FUND MAINTENANCE FUND MAINTENANCE FUND WATER FUND SEWER FUND SANITATION FUND	2222	GENERAL FUND GENERAL FUND	GENERAL FUND GENERAL FUND WATER FUND	WATER FUND WATER FUND	TOURISM	GENERAL FUND
COMMISSION RE	DESCRIPTION	JULY CHARGES	SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES	210 072 0725 252 210 077 1353 266	620 423 3092 612 9 620 423 3087 688 6 620 423 3612 130 3	SUPPLIES	BAND MEMBERS ONLY	PD CLEANING5/25-7/27/23
08-03-2023 12:43 AM	VENDOR NAME		AMAZON CAPITAL SERVICES, INC	AT&T	AT&T TELEPHONE (MAIN PB)	B & L WATERWORKS SUPPLY, LLC	BEST WESTERN PARSONS INN	BILLY JACKSON JR

1,943.65 525.00 2,468.65

364.64

130.96 294.90 133.67 559.53

153.79 156.02 309.81

65.16 33.75 38.12 31.84 75.98

295.36967.94
36.97
127.92
39.73
23.95
64.99
1.29
43.75
66.15
4.99
271.98
16.07
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18.99
18.99
22.36
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BLUE VALLEY PUBLIC SAFETY INC	DESCRIPTION		124	ξ
ÇME	되		GENERAL ADMINISTRATIVE TOTAL:	1,155.00
FNC	Z TOUGHBOOKS	GENERAL FUND	POLICE TOTAL:	2,035.54
	ACCT 628394 JUNE/JULY CHG	GENERAL FUND TOURISM MAINTENANCE FUND WATER FUND WATER FUND WATER FUND WATER FUND SEWER FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE POLICE POLICE POLICE STREET PARK TOURISM MAINTENANCE FUND TREATMENT PLANT TREATMENT PLANT LAKE TREATMENT PLANT	56.30 65.20 323.58 17.91 111.44 37.52 235.92 204.88 16.08 109.44 138.29 5.36 98.85 68.97
		GENERAL FUND GENERAL FUND GENERAL FUND WATER FUND WATER FUND	STREET STREET STREET LAKE LAKE	98.83 279.99 15.98 63.88 39.98
	JUNE/JULY CHARGES JUNE/JULY CHARGES JUNE/JULY CHARGES	SEWER FUND SEWER FUND SEWER FUND	TREATMENT PLANT COLLECTIONS COLLECTIONS TOTAL:	3.99 39.99 219.99 796.55
	REPAIRS	SANITATION FUND	SANITATION FUND TOTAL:	303.60
CATHERINE WELDEN	BIC BUILDING CLEANING	ECONOMIC DEV SALES	ECONOMIC DEV SALES TAX TOTAL:	220.00
CITY OF PARSONS	BIC BUILDING WATER	ECONOMIC DEV SALES	ECONOMIC DEV SALES TAX TOTAL:	202.91
	OIL RED MOLY TUBE	GENERAL FUND	PARK TOTAL:	104.90
CONNOR EICHINGER	REIM BOOT PURCHASE	GENERAL FUND	POLICE TOTAL:	150.00
CONRAD FIRE EQUIPMENT INC	PUMP PRESSURE GUAGE	GENERAL FUND	FIRE TOTAL:	234.29
M M M	PARTS PARTS PARTS	WATER FUND WATER FUND WATER FUND	DISTRIBUTION DISTRIBUTION DISTRIBUTION	658.80 390.75 758.14

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PARTS	SEWER FUND SEWER FUND	COLLECTIONS COLLECTIONS TOTAL:	17.50 1,280.00 3,105.19
DILLON MCILVAIN	REIM FOR DL ENDORSEMENT	WATER FUND	DISTRIBUTION TOTAL:	19.75
DIXIE'S MOWING & LAWNCARE SERVICES	WARD 1&3 MOWING	GENERAL FUND	STREET TOTAL:	5,640.00
DOCUMENT DESTRUCTION INC	2 CARTS SHRED	GENERAL FUND	POLICE TOTAL:	85.00
EVERGY	2103 CORNING/1100 MAIN STORM SIREN STREET LIGHTS SENIOR CENTER REC CENTER MUSEUM CITY MAIN CORP DRIVE WASTEWATER	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND ECONOMIC DEV SALES ECONOMIC DEV SALES WATER FUND SEWER FUND	GENERAL ADMINISTRATIVE ECONOMIC DEV SALES TAX ECONOMIC DEV SALES TAX TREATMENT PLANT TREATMENT PLANT TREATMENT PLANT	649.29 186.95 13,439.99 395.33 4,468.94 318.00 13,017.15 2,202.92 9,169.80 9,986.04 53,834.41
FLOCK SAFETY INC	SUBSCRIPTION/AUTM LIC REA	DRUG SEIZURE FUND	DRUG SEIZURE FUND TOTAL:	1,750.00
FOLEY EQUIPMENT	PARTS	GENERAL FUND	CEMETERY TOTAL:	102.02
FOLEY INDUSTRIES, INC.	PARTS	GENERAL FUND	STREET TOTAL:	149.43
GREENLINE PRODUCTS, INC	SUPPLIES	GENERAL FUND	STREET TOTAL:	3,614.18
HAWKINS, INC	SUPPLIES CHLORINE 1 LB MINI BLK 1 LB MINI BLK	GENERAL FUND WATER FUND WATER FUND	PARK TREATMENT PLANT TREATMENT PLANT TREATMENT PLANT TREATMENT PLANT	174.28 2,439.00 1,539.84 1,153.52 5,306.64
HD SUPPLY, INC.	LAB CHEMICALS/SUPPLIES	WATER FUND	TREATMENT PLANT TOTAL:	2,518.55
HERRMAN LUMBER COMPANY INC	SUPPLIES	GENERAL FUND	PARK TOTAL:	118.94
HIGHER CALLING TECHNOLOGIES LLC	2 HP NOTEBOOKS/DOCK STATI	GENERAL FUND	POLICE TOTAL:	2,878.00
INDUSTRIAL CRATING INC	KIDDIE CARPET	GENERAL FUND	PARK TOTAL:	1,782.00
JEAN MCCANDLESS	REIM FOR VARIANCE	GENERAL FUND	GENERAL ADMINISTRATIVE	50.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL	50.00
JIM ZALESKI	RIEM MILEAGE/HOTEL/MEAL RIEM MILEAGE/HOTEL/MEAL	TOURISM	TOURISM TOURISM TOTAL:	468.07 241.50 709.57
JOPLIN SUPPLY CO, INC	SUPPLIES	GENERAL FUND	STREET TOTAL:	12.10
JRB INDUSTRIES, INC	LF TICKETS JUNE 2023	GENERAL FUND	STREET TOTAL:	1,144.20
KATY DAYS FESTIVAL	COORDINATOR 2023 ROCK GODS 2023 ENTERTAINM	TOURISM	TOURISM TOURISM TOTAL:	2,500.00 1,000.00 3,500.00
KITCHEN PASS INC	MEAL FOR BAND	GENERAL FUND	AUDITORIUM ARTS CENTER TOTAL:	288.94
KIKC RADIO	ADS ADS	SANITATION FUND SANITATION FUND	SANITATION FUND SANITATION FUND TOTAL:	30.00
LABETTE AVENUE	LBCO FAIR EDITION AD LABETTE CNTY FAIR AD	GENERAL FUND TOURISM	POLICE TOURISM TOTAL:	232.50 77.50 310.00
LABETTE HEALTH	PRE EMPLOYMENT INMATE CARE	RISK MANAGEMENT FU RISK MANAGEMENT FU	RISK MANAGEMENT FUND RISK MANAGEMENT FUND TOTAL:	67.00 585.00 652.00
LEXIS NEXIS	DUES	GENERAL FUND	LEGAL/MUNICIPAL COURT TOTAL:	261.00 261.00
MCCARTY'S OFFICE SUPPLY	CONTRACT BILLING CONTRACT BILLING CONTRACT BILLING CONTRACT BILLING ANNEX COPIER COPIES CONTRACT BILLING 50	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND WATER FUND	GENERAL ADMINISTRATIVE CITY MANAGER CITY MANAGER LEGAL/MUNICIPAL COURT POLICE AUDITORIUM ARTS CENTER ADMINISTRATIVE TOTAL:	91.34 80.00 235.43 22.67 47.99 22.67 40.71 540.81
METLIFE	TS 05393158 0001	GENERAL FUND HENERAL FUND TOURKSM MAINTENANCE FUND HEALTH INSURANCE R WATER FUND	GENERAL ADMINISTRATIVE CITY MANAGER LECAL/MUNICIPAL COURT ENGINEERING POLICE FIRE STREET AUDITORIUM ARTS CENTER TOURISM MAINTENANCE FUND HEALTH INSURANCE RESER TREATMENT PLANT DISTRIBUTION	23.69 43.46 43.46 25.10 164.28 87.74 76.28 17.87 12.74 12.74 12.74 12.74 25.46

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	TS 05393158 0001 TS 05393158 0001 TS 05393158 0001 TS 05393158 0001	WATER FUND SEWER FUND SEWER FUND SANITATION FUND	LAKE TREATMENT PLANT ADMINISTRATIVE SANITATION FUND TOTAL:	9.32 17.54 33.91 39.58 1,273.58
MID WEST MINERALS INC	ROCK	GENERAL FUND GENERAL FUND	STREET STREET TOTAL:	770.34 205.57 975.91
MUNICIPAL SUPPLY, INC OF WICHITA	SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES	WATER FUND	DISTRIBUTION	999.80 795.00 444.00 781.38 848.00 651.38 698.64 450.29 848.00 6,516.49
NORTHERN TOOL & EQUIPMENT	PARTS	MAINTENANCE FUND	MAINTENANCE FUND TOTAL:	900.22
PACE ANALYTICAL SERV INC	WEEKLY	SEWER FUND	TREATMENT PLANT TOTAL	635.10
PARSONS AUTO PARTS, INC	PARTS PARTS PARTS	GENERAL FUND GENERAL FUND GENERAL FUND	PARK PARK PARK TOTAL:	221.00 43.00 67.00 331.00
PARSONS ROTARY CLUB	QTRLY DUES/MEALS	GENERAL FUND	POLICE TOTAL:	276.00
PROSOURCE SPECIALITIES, LLC	5000 PRINTED PPD BALOONS	GENERAL FUND	POLICE TOTAL:	3,851.00
PUBLIC WHOLESALE WATER	MONTHLY COMMITMENT	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	ATIVE 750.00
QUILL CORPORATION	SUPPLIES	GENERAL FUND GENERAL FUND	POLICE POLICE TOTAL:	5.59 161.96 167.55
ROBERT SPINKS	RIEMBURSEMENT MEALS RIEMBURSEMENT MEALS	GENERAL FUND GENERAL FUND	POLICE POLICE TOTAL:	32.80 29.54 62.34
RURAL WATER DISTRICT 4	RIVER/LAKE RIVER/LAKE RIVER/LAKE RIVER/LAKE RIVER/LAKE	WATER FUND WATER FUND WATER FUND WATER FUND	TREATMENT PLANT LAKE LAKE LAKE LAKE LAKE LAKE TAKE	58.00 32.70 26.10 212.00 28.30 25.00

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COMMISSION

08-03-2023 12:43 AM

08-03-2023 12:43 AM	COMMISSION RE	PORT	PAGE:	7
VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SEK AUTO SALES INC	TIRE TIRES REPAIR TIRES	WATER FUND WATER FUND SANITATION FUND	DISTRIBUTION DISTRIBUTION SANITATION FUND TOTAL:	22.99 22.99 424.19 470.17
SETH HARRISON	SEWER MITI 3115 GRAND	EPA COMPLIANCE	EPA COMPLIANCE TOTAL:	1,376.00
SHERWIN WILLIAMS INC	PAINT	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	E 22.95
SHOE DEPARTMENT	J.EDWARDS BOOTS S.MCCKINNEY BOOTS L.HAZEN BOOTS	GENERAL FUND GENERAL FUND GENERAL FUND	STREET STREET CEMETERY TOTAL:	69.99 99.99 79.99 249.97
T H ROGERS LUMBER CO	SUPPLIES	SANITATION FUND SANITATION FUND	SANITATION FUND SANITATION FUND TOTAL:	282.04 37.52 319.56
TIMOTHY H WASS	SUPPLIES	SEWER FUND	TREATMENT PLANT TOTAL:	400.00
TOM DAVIS AUTO GROUP	SKID PLATE	GENERAL FUND	POLICE TOTAL:	460.00
TOM O'HARA	T.OHARA/MUSEUM 25HRS	PARSONS MUSEUM	PARSONS MUSEUM TOTAL:	250.00
TRUCK COMPONENT SERVICES	SERVICES	SANITATION FUND	SANITATION FUND TOTAL:	43.02
U.S. CELLULAR	ACCT 8473511326	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND WATER FUND WATER FUND WATER FUND SEWER FUND SEWER FUND	GENERAL ADMINISTRATIVE ENGINEERING FIRE STREET PARK CEMETERY TREATMENT PLANT DISTRIBUTION LAKE TREATMENT PLANT TREATMENT PLANT SANITATION EUND SANITATION TOTAL.	43.46 217.33 173.84 173.84 130.38 86.92 86.92 86.92 86.92 86.92 86.92 86.92
VOLMER'S TRUCK AND TIRE	REPAIRS TIRE TIRE REPAIR REPAIRS	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND	STREET STREET STREET STREET TOTAL:	22.50 22.50 102.50 22.50 70.00 217.50
WAVE WIRELESS	AUG1-SEPT1, 2023	PARSONS MUSEUM	PARSONS MUSEUM TOTAL:	24.96
WAXIE SANITARY SUPPLY	SUPPLIES	GENERAL FUND	GENERAL ADMINISTRATIVE	617.17

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08-03-2023 12:43 AM	COMMISSION	REPORT	PAGE:	ω
VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL;	617.17
WESTCO HOME FURNISHINGS	REFRIGERATOR	WATER FUND	TREATMENT PLANT TOTAL:	66.669

_	RISK MANAGEMENT FUND	652.00
	TOURISM	4,869.33
18	MAINTENANCE FUND	1,133.01
21	DRUG SEIZURE FUND	1,750.00
27	ECONOMIC DEV SALES TAX	15,642.98
37	HEALTH INSURANCE RESERVE	659.22
42	PARSONS MUSEUM	274.96
20	WATER FUND	29,926.00
55	SEWER FUND	13,540.04
_	SANITATION FUND	1,625.13
	EPA COMPLIANCE	1,376.00

œ TOTAL PAGES:



July 14, 2023

Honorable Mayor and City Commissioners City of Parsons P.O. Box 1037 112 S. 17th St. Parsons, Kansas 67335

We are pleased to confirm our understanding of the services we are to provide the City of Parsons, Kansas for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statement of the City of Parsons as of and for the year ended December 31, 2023. It is agreed that the basis of presentation of the financial statement will demonstrate compliance with the regulatory basis of accounting. It is further agreed that the municipality shall pass, by resolution, a waiver of the requirements of the law relating to the preparation of the financial statement and financial reports that conform to generally accepted accounting principles as provided by K.S.A. 75-1120a (c).

We have also been engaged to report on supplementary information that accompanies the City of Parsons's financial statement. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statement as a whole in a report combined with our auditor's report on the financial statement:

- 1) Summary of Expenditures Actual and Budget Regulatory Basis (Budget Funds only)
- 2) Schedule of Receipts and Expenditures Actual and Budget Regulatory Basis
- 3) Agency Funds Schedule of Receipts and Disbursements Regulatory Basis

The objectives of our audit are to obtain reasonable assurance as to whether the financial statement as a whole is free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statement is fairly presented, in all material respects, in conformity with the regulatory basis of accounting; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statement as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statement.

Jarred, Gilmore & Phillips, PA CERTIFIED PUBLIC ACCOUNTANTS

412 MAIN, P.O. BOX 97 NEODESHA, KANSAS 66757 (620) 325-3430 1815 S. SANTA FE, P.O. BOX 779 CHANUTE, KANSAS 66720 (620) 431-6342 16 W. JACKSON IOLA, KANSAS 66749 (620) 365-3125

Auditor's Responsibilities for the Audit of the Financial Statement

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statement, including the disclosures, and determine whether the financial statement represents the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statement does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statement, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

City of Parsons, Kansas Page 3

We have identified the following significant risks of material misstatement as part of our audit planning:

- 1) Management override of controls
- 2) Improper revenue recognition

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of the City of Parsons's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statement of the City of Parsons in conformity with the regulatory basis of accounting based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statement

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of a financial statement that is free from a material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statement in conformity with the regulatory basis of accounting with the oversight of those charged with governance.

Management is responsible for making drafts of the financial statement, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statement and related matters.

Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement taken as a whole.

City of Parsons, Kansas Page 4

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statement. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with the regulatory basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statement with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the regulatory basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the regulatory basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Jarred, Gilmore & Phillips, PA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Kansas or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Jarred, Gilmore & Phillips, PA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the State of Kansas or its designee. The State of Kansas or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Neil L. Phillips, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

To ensure that Jarred, Gilmore & Phillips, PA's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

It is our understanding that your intent in engaging us is that the financial statement we render to you under this agreement will be made available to the State of Kansas Division of Accounts and Reports. Moreover, as of the time of this engagement, we have not been notified, in writing or otherwise, that the professional accounting services rendered under this agreement will be made available to any other person, firm, or corporation for any purpose not specified hereinabove. Consequently, no other person, firm, or corporation is entitled to rely upon these professional services for any purpose without our express, written agreement. This engagement letter embodies the entire agreement and understanding between the parties hereto and there are no promises, warranties, covenants or conditions made by any of the parties except as herein expressly contained. The terms and conditions of this engagement shall be governed and construed in writing signed by all the parties. It is agreed that venue and jurisdiction involving any matters arising out of this engagement letter is in the State of Kansas.

Disputes arising under this agreement (including the scope, nature, and quality of services to be performed by us, our fees, and other terms of the engagement) shall be submitted to mediation. A competent and impartial third party, acceptable to both parties, shall be appointed to mediate, and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any non-prevailing party found not to have participated in the mediation process in good faith.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. We will perform the audit services for an amount not to exceed \$15,000.00, which includes travel and out-of-pocket costs. The City may be subject to a Single Audit in 2023 if Federal expenditures exceed \$750,000.00. If so, additional audit procedures will be required by the Single Audit Act. Our estimated fee for these additional services will be \$2,900.00, and a new engagement letter must be obtained.

These fees are based upon anticipated cooperation from your personnel, and the assumption that unexpected circumstances will not be encountered during the audit. The following are examples of circumstances which could result in an increase in fees:

- accounting records that are not reconciled to detailed records and therefore, not ready to be audited,
- a significant change in the amount or type of accounting records maintained,
- change in personnel with a corresponding change in level and quality of work performed,
- additional significant state and/or federal grants not identified previously,
- issuance of long-term debt not identified previously for the purposes of new financing or refunding of previously issued long-term debt, or
- new GASB pronouncements that require additional compliance work.
- a greater than expected risk of material misstatement due to fraud.
- additional grant funding that requires additional compliance testing.

We would like to point out that we expect the proposal fee to be a maximum charge. As can be seen above, the additional charges would only be necessary due to unusual circumstances not foreseen when the audit proposal was prepared. If significant additional time is necessary, we would discuss it with you and arrive at a new fee estimate.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Reporting

We will issue a written report upon completion of our audit of the City of Parsons's financial statement. Our report will be addressed to the Honorable Mayor and City Commissioners of the City of Parsons. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

City of Parsons, Kansas Page 6

Title

We appreciate the opportunity to be of service to the City of Parsons and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

JARRED, GILMORE & PHILLIPS, PA
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Parsons, Kansas.

Signature ______

Sincerely,



Submission ID: P11281051

Submission Date: 7/27/2023 11:42 AM

Status: PUBLISHED

Disclosure Categories

Rule 15c2-12 Disclosure

Audited Financial Statements or ACFR: Audited Financial Statements, for the year ended 12/31/2022

Document

File

Period Date

2022 City of Parsons Audit,pdf

07/27/2023

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6

Issuer Name

702027

CITY OF PARSONS, KANSAS

702078

PARSONS KANS WTR & SEW REV

Total CUSIPs associated with this submission: 19

The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
702027FQ1	GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021	01/06/2021	09/01/2023	3
702027FR9	GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021	01/06/2021	09/01/2024	3
702027FS7	GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021	01/06/2021	09/01/2025	3
702027FT5	GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021	01/06/2021	09/01/2026	3
702027FU2	GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021	01/06/2021	09/01/2027	3
702027FV0	GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021	01/06/2021	09/01/2029	3
702027FW8	GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021	01/06/2021	09/01/2031	3
702027FX6	GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021	01/06/2021	09/01/2033	3
702027FY4	GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021	01/06/2021	09/01/2035	3
702078BW5	<no issue="" name=""></no>	09/01/1989	10/01/1990	6.25
702078BX3	<no issue="" name=""></no>	09/01/1989	10/01/1991	6.4
702078BY1	<no issue="" name=""></no>	09/01/1989	10/01/1992	6.45
702078BZ8	<no issue="" name=""></no>	09/01/1989	10/01/1993	6.5
702078CA2	<no issue="" name=""></no>	09/01/1989	10/01/1994	6.55

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)	
702078CB0	<no issue="" name=""></no>	09/01/1989	10/01/1995	6.6	
702078CC8	<no issue="" name=""></no>	09/01/1989	10/01/1996	6,65	
702078CD6	<no issue="" name=""></no>	09/01/1989	10/01/1997	6.7	
702078CE4	<no issue="" name=""></no>	09/01/1989	10/01/1998	6.75	
702078CF1	<no issue="" name=""></no>	09/01/1989	10/01/1999	6.75	

Submitter's Contact Information

City of Parsons Kansas Name: ROBYN BAKER Address: 112 S 17TH ST.

City, State Zip: PARSONS, KS 67357

Phone Number: 6204217000 Email: rbaker@parsonsks.com Issuer's Contact Information

City of Parsons Name: ROBYN BAKER Address: 112 S 17TH ST.

City, State Zip: PARSONS, KS 67357 Phone Number: 6204217000

Email: rbaker@parsonsks.com

Obligated Person's Contact Information

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Submission ID: P11281058

Submission Date: 7/27/2023 11:46 AM

Status: PUBLISHED

Disclosure Categories

Rule 15c2-12 Disclosure

Annual Financial Information and Operating Data: Operating Data, for the year ended 12/31/2022

Document

File

Period Date

PARSONS 2022 OPERATING DATA.pdf

07/27/2023

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6

Issuer Name

702027

CITY OF PARSONS, KANSAS

702078

PARSONS KANS WTR & SEW REV

Total CUSIPs associated with this submission: 19

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702027FR9	GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021	01/06/2021	09/01/2024	3
702027FS7	GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021	01/06/2021	09/01/2025	3
702027F⊺5	GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021	01/06/2021	09/01/2026	3
702027FU2	GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021	01/06/2021	09/01/2027	3
702027FV0	GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021	01/06/2021	09/01/2029	3
702027FW8	GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021	01/06/2021	09/01/2031	3
702027FX6	GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021	01/06/2021	09/01/2033	3
702027FY4	GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021	01/06/2021	09/01/2035	3
702078BW5	<no issue="" name=""></no>	09/01/1989	10/01/1990	6.25
702078BX3	<no issue="" name=""></no>	09/01/1989	10/01/1991	6.4
702078BY1	<no issue="" name=""></no>	09/01/1989	10/01/1992	6.45
702078BZ8	<no issue="" name=""></no>	09/01/1989	10/01/1993	6.5
702078CA2	<no issue="" name=""></no>	09/01/1989	10/01/1994	6.55

CUSIP-9		Issue Description	Dated Date	Maturity Date	Coupon (%)
702078CB0	<no issue="" name=""></no>		09/01/1989	10/01/1995	6.6
702078CC8	<no issue="" name=""></no>		09/01/1989	10/01/1996	6.65
702078CD6	<no issue="" name=""></no>		09/01/1989	10/01/1997	6.7
702078CE4	<no issue="" name=""></no>		09/01/1989	10/01/1998	6.75
702078CF1	<no issue="" name=""></no>		09/01/1989	10/01/1999	6.75

Submitter's Contact Information

City of Parsons Kansas Name: ROBYN BAKER
Address: 112 S 17TH ST.
City, State Zip: PARSONS, KS 67357
Phone Number: 6204217000

Ernail: rbaker@parsonsks.com

Issuer's Contact Information

City of Parsons Kansas Name: ROBYN BAKER

Name: ROSTN BAREK Address: 112 S 17TH ST. City, State Zip: PARSONS, KS 67357 Phone Number: 6204217000 Email: rbaker@parsonsks.com

Obligated Person's Contact Information

@2023 Municipal Securities Rulemaking Board (MSRB)

City of Parsons Economic Development Dept.

TO: Debbie Lamb, City Manager

FROM: Jim Zaleski, Economic Development Director

CC: Robyn Baker, City Clerk

Date: July 27, 2023

RE: Request for Retail Recruitment Grant

Please place the following item on the City Commission agenda for approval at the August 7, 2023 city commission meeting.

Project History

Under the terms of the retail recruitment grant program the City will provide an assistance grant to Katy Antiques, LLC, 1810 Belmont, not to exceed the sum of Five Thousand dollars (\$5,000.00), to be used by Katy Antiques, LLC to assist in the establishment, building and equipping of a retail business. The Grant shall be funded only from Economic Development funds available to the City through a special sales tax for that purpose and must be matched by Twenty-Five thousand (\$25,000) of owner funds. The business has completed the requirements for the grant.

Action Request

To approve the Assistance Grant to Katy Antiques, LLC in the sum of Five Thousand dollars (\$5,000.00) under the terms of the Retail Recruitment Grant

City of Parsons Planning Department

TO: Debbie Lamb, City Manager

FROM: Laura Moore, Planning Administrator

DATE: July 31, 2023

RE: Planning Commission Appointments

Please include the following item on the City Commission agenda for consideration at the August 7, 2023 meeting:

Planning Commission Reappointments

Information

Ron Holsteen and Greg Chalker have agreed to serve another 3-year term with the Planning Commission. Recommendation is to reappoint to a term expiring in 2026.

Action Requested

Make appointments.

Moonlight madness. 8/25/23



Liz Cochran
Executive Director
Parsons Chamber of Commerce
620-421-6500
director@parsonschamber.org

December 2, 2022

To the Parsons City Commissioners:

The Parsons Chamber of Commerce respectfully requests to close north 18th Street between Main Street and Washington and between Main Street and Broadway on Friday evening, August 25th from 6PM to 11PM to allow space for food trucks, a deejay, and vendors. We plan to keep the intersection of Main and 18th open to traffic as our Main Street businesses prefer.

Please contact me at the above phone number or email address with any questions or concerns. Thank you for your consideration.

With Gratitude,

Liz Cochran

OF PARSOLIS WANSAS

CITY OF PARSONS, KANSAS

ENGINEERING DEPARTMENT

Public Works • Code Enforcement • Building Inspection • Tri-City Airport

112 S. 17TH Street • PO BOX 1037

Parsons, Kansas 67357

620-421-7020 • 620-421-7000 x 6

avolz@parsonsks.com

Date April 10	, 2023				
Company/Orga	anization Parsons Chamb	per of Commer	rce		
Name Liz Coo	chran	Phone No.	421-6500		
Address		Email	director@parsonsch	namber.org	
Please check al					
Sidewalk	Alley	Street	Other - Explair	1	
Purpose of Clos Location:	Sure: Moonlight Madness Closing 18th Street betw	veen Main and	l Broadway and betwe	een Main and Wa	shington.
	The East/ West intersed	ction of Main a	and 18 th will remain o _l	oen.	
Closure Date:	8/25/2023		Closure Ti <u>me:</u>	6:00PM	
Open Date:	8/25/23	_	Open Time:	11:00PM	_
	*******			*********	
Additional Requ	iest:				



Liz Cochran
Executive Director
Parsons Chamber of Commerce
620-421-6500
director@parsonschamber.org

December 2, 2022

To the Parsons City Commissioners:

The Parsons Chamber of Commerce respectfully requests the closure of the following streets on Friday, September 29th, 2023 from 5PM to 9PM for the purpose of our September 5th Friday celebration downtown.

The area will be defined with barricades and Main Street and 18th Street will be closed to traffic during the consumption period, which runs from 6 PM to 9 PM Friday, September 29th. We plan to place the parking barricades at 5:00 PM on the 29th to allow the streets to empty and allow for the vendors and food trucks to utilize street locations. Please see the attached map for exact locations.

We further request that a junction box be placed halfway down North 18th Street between SKIL and The Home Store. Additionally, we request additional trash cans be placed in the area and the streetlights be turned on at 5PM. Finally, we would like to borrow the mobile stage, to be set up on North 18th Street facing south to accommodate our band.

Please contact me at the above phone number or email address with any questions or concerns. Thank you for your consideration.

With Gratitude.

Liz Cochran

OF PARSOLS KANSAS

CITY OF PARSONS, KANSAS

ENGINEERING DEPARTMENT

Public Works • Code Enforcement • Building Inspection • Tri-City Airport

112 S. 17TH Street • PO BOX 1037

Parsons, Kansas 67357

620-421-7020 • 620-421-7000 x 6

avolz@parsonsks.com

Date April 10, 2	2023	
Company/Organ	ization Parsons Chamb	per of Commerce
Name Liz Coch	ran	Phone No. 421-6500
Address		Email director@parsonschamber.org
Please check all t	hat apply:	
Sidewalk	Alley	☑ Street Other - Explain
Purpose of Closu	re: 5 th Friday event Main from 17 th to Cent	ral and 18 th Street from Broadway to Washington.
Closure Date:	9/29/2023	Closure Time: 5:00PM
Open Date:	9/29/23	Open Time: 9:00PM
	*************	••••••••••••••
Additional Reque	st: Barricades, four	(4) power cords and junction boxes to be placed
one per block, tra	sh cans, and streetlights	be turned on at 5PM, City trailer for mobile stage



Liz Cochran
Executive Director
Parsons Chamber of Commerce
620-421-6500
director@parsonschamber.org

December 2, 2022

To the Parsons City Commissioners:

The Parsons Chamber of Commerce respectfully requests to close some of the downtown streets on Friday, November 10, 2023 from 8AM to 10AM, for the purpose of the Veteran's Day Parade. The roads requested are as follows: Main Street from 17th to Central Avenue, Washington from 17th to Central Avenue including the intersections from Stevens to Main Street.

The parade will begin at 9AM. We were able to honor our Veterans with an excellent parade this year, and we hope to do so again.

Please contact me at the above phone number or email address with any questions or concerns. Thank you for your consideration.

With Gratitude,

Liz Cochran

OF PARSOLS A ANSAS

CITY OF PARSONS, KANSAS

ENGINEERING DEPARTMENT

Public Works • Code Enforcement • Building Inspection • Tri-City Airport

112 S. 17TH Street • PO BOX 1037

Parsons, Kansas 67357

620-421-7020 • 620-421-7000 x 6

avolz@parsonsks.com

Date _April 10	, 2023		
Company/Orga	anization Parsons Chamb	er of Commer	rce
Name Liz Coo	chran	Phone No.	421-6500
Address		Email	director@parsonschamber.org
Please check all	that apply:	⊠ Street	Other - Explain
Purpose of Close	ure: Veteran's Day Parade		
Location:	Main from 17 th to Centra	al. Washingto	n from 17 th to Central, and Central Ave including the
intersections fro North King Cash	m Stevens to Main Street. parking lot entrance.	We will also r	need barricades on West Main from the East side of the
Closure Date:	11/10/2023	_	Closure Time: 8:00AM
Open Date:	11/10/23	_	Open Time: 10:00AM

Additional Reque	est:		



Liz Cochran
Executive Director
Parsons Chamber of Commerce
620-421-6500
director@parsonschamber.org

December 2, 2022

To the Parsons City Commissioners:

The Parsons Chamber of Commerce respectfully requests to close some of the downtown streets on Thursday, December 7, 2022, from 5PM to 9PM, for the purpose of the Christmas Parade! The roads requested are as follows: Main Street from 17th to 26th Street, 17th Street from Main to Broadway, Broadway from 17th to Central Avenue, and Katy Drive from the intersection of Broadway and Central to the intersection of Washington and Central Avenue.

The parade will begin at 7PM, and we anticipate it being over before 8:30 PM.

Please contact me at the above phone number or email address with any questions or concerns. Thank you for your consideration.

With Gratitude.

Liz Cochran

OF PARSOLO WANSAS

CITY OF PARSONS, KANSAS

ENGINEERING DEPARTMENT

Public Works • Code Enforcement • Building Inspection • Tri-City Airport

112 S. 17TH Street • PO BOX 1037

Parsons, Kansas 67357

620-421-7020 • 620-421-7000 x 6

avolz@parsonsks.com

Date April 10, 2	023			
Company/Organi	zation Parsons Chamb	er of Commer	ce	_
Name Liz Cochr	an	Phone No.	421-6500	<u>~</u>
Address		Email	director@parsonschamber.org	=
Please check all th Sidewalk	nat apply:	⊠ Street	Other - Explain	
Purpose of Closur	e: Christmas Parade			
Location:	Main Street from 17 th to	26 th Street, 1	7 th Street from Main to Broadway	, Broadway from 17 th to
Washington and C	nd Katy Drive from the Central Avenue.	intersection o	f Broadway and Central to the int	ersection of
Closure Date:	12/07/2023		Closure Time: 5:00PM	
Open Date:	12/07/23	_	Open Time <u>: 9:00PM</u>	
	• • • • • • • • • • • • • • • • • • • •			
Additional Reques	t:			

City of Parsons Utilities Department

TO:

Debbie Lamb, City Manager

FROM:

Derek Clevenger, Director of Utilities

DATE:

July 31, 2023

RE:

Pay Request No. 4, Trekk Design Group, LLC Project 2022-10

Lead Service Line Inventory

Please include the following item on the City Commission consent agenda for consideration at the August 7, 2023 meeting:

Pay Request No. 4, Trekk Design Group, LLC Project 2022-10 Lead Service Line Inventory

On December 19, 2022, Trekk Design Group, Inc. entered into an agreement with the City for Lead Service Line Inventory for an amount not to exceed \$324,156.75.

The attached pay request is for Invoice No. 23-000777 for work completed through 7/18/23, in the amount of \$27,375.55.

Remaining balance is \$210,450.72.

Funding Source

State Revolving Loan Funds

Action Request

Approve Pay Request No. 4 in the amount of \$27,375.55 to Trekk Design Group, LLC.

TREKK Design Group 1411 E 104th Street Kansas City, MO 64131 816.874.4655



City of Parsons, KS Derek Clevenger 112 S. 17th Parsons, KS 67357

Invoice number

23-000777

Date

07/18/2023

Page 1 of 2

Project 22-0499 Parsons KS Lead Service Inventory

Services through 06/30/2023				
1.0 Project Administration				
Labor Fees				5 .00 1
		Hours	Rate	Billed Amount
PMO Specialist II	/ ==	2.75	96.00	264.00
1.2 - Project Administration				
Labor Fees				
Labor 1 000				Billed
		Hours	Rate	Amount
Industry Specialist I		9.75	160.00	1,560.00
Senior Professional Engineer		5.25	212.00	1,113.00
	Phase subtotal			2,673.00
1.3 - Progress Meetings				
Labor Fees				
		Havea	Rate	Billed Amount
		Hours 5.50	160.00	880.00
Industry Specialist I		5.50	100.00	000.00
2.0 - Public Outreach				
Labor Fees				Billed
		Hours	Rate	Amount
Ladvesta, Cassislist I	 	12.25	160.00	1,960.00
Industry Specialist I 2.1-2.2 - Public Outreach and Education				
Labor Fees				Billed
	_	Hours	Rate	Amount
Senior Professional Engineer		1.50	212.00	318.00
2.3 - Appointment Phone Calls and Email Replies				
Labor Fees				
				Billed
		Hours	Rate	Amount
Senior Field Technician		5.50	120.00	660.00
3.1 - Field - Lead Service Inventory				
Labor Fees				
		Hours	Rate	Billed Amount
O Field Technicies	39	3.75	120.00	450.00
Senior Field Technician		226.25	75.00	16,968.75
Field Technician III		220.25	73.00	10,000.70

Project Parsons No Lead Gervice Invent						-	
3.1 - Field - Lead Service Inventory							
Labor Fees							Billed
					Hours	Rate	Amount
G. in Designal Engineer				_	2.50	212.00	530.00
Senior Professional Engineer							
EXPENSES							Billed
				12	Units	Rate	Amount
Mobilizations				=	1.00	1,500.00	1,500.00
Modilizations				Phase subtotal			19,448.75
Mileage							
EXPENSES							Billed
					Units	Rate	Amount
Company Truck Miles				-	354.00	0.655	231.87
Company Truck Wiles					332.00	0.655	217.46
					306.00	0.655	200.43
					256.00	0.655	167.68
					273.00	0.655	178.82
					268.00	0.655	175.54
				Subtotal		1	1,171.80
				Phase subtotal		93	1,171.80
				Filase subtotal			,
						lavata a dadal	27,375.55
						Invoice total	21,313.33
						-	
Invoice Summary							
		Contract	Prior		Total	Remaining	Remaining Percent
		Amount	Billed	This Invoice	Billed		64.92
To	tal	324,156.75	86,330.48	27,375.55	113,706.03	210,450.72	07.32

City of Parsons Utilities Department

TO:

Debbie Lamb, City Manager

FROM:

Derek Clevenger, Director of Utilities

DATE:

August 1, 2023

RE:

Pay Request No. 9, Midwest Engineering Group, LLC for Corning Ave. Storm Water Lift Station Rehabilitation Design

Please include the following item on the City Commission consent agenda for

consideration at the August 7, 2023 meeting:

Pay Request No. 9, Midwest Engineering Group, LLC for Corning Ave. Storm Water Lift Station Rehabilitation Design

Project Details

Midwest Engineering Group, LLC entered into an engineering agreement with the City for the design of Corning Ave. Storm Water Lift Station Rehabilitation.

Engineering Design Phase	\$48,500.00
Bidding Phase	\$6,500.00
Construction Engineering Phase	\$9,700.00
Reimbursable Expenses	\$5,000.00
Additional Services	\$12,500.00
Total	\$82,200.00

This pay request is for \$950.00 for work completed through 8/1/23.

Funding Source

Stormwater Funds

Action Request

Approve and authorize payment for Pay Request No. 9, in the amount of \$950.00 to Midwest Engineering Group, LLC for Design of Corning Ave. Storm Water Lift Station Rehabilitation.

Midwest Engineering Group, LLC

Invoice



City of Parsons, Kansas

Derek Clevenger, Director of Utilities

PO Box 1037

Parsons, KS 67357

Date: 8/1/2023

Invoice #: PAR-07-001_INV9

Project #: 2021-Parsons-07-001

Corning Ave. Storm Water Sewer Lift Station Rehabilitation

Phase:	Additional Engine	eering					BS
E4 - 8	Engineer-Design-Pla	inner	Hours	Rate	Á	Amount	
	Riebel, Brad	07/10/23	4.00	\$190.00	\$	760.00	
	Riebel, Brad	07/13/23	1.00	\$190.00	\$	190.00	
	- 		5.00		\$	950.00	

Phase: Reimbursable Expense RMB

Midwest Engineering Group, LLC

Invoice



City of Parsons, Kansas

Derek Clevenger, Director of Utilities

PO Box 1037 Parsons, KS 67357 Date: 8/1/2023

Invoice #: PAR-07-001_INV9

Project #: 2021-Parsons-07-001

Corning Ave. Storm Water Sewer Lift Station Rehabilitation

Phase:	Design									BS-	1 Lump Sur
(AURITACATIVA)	Lump Sum Fee	\$	48,500.00								
	Percent Complete		100.00%		Total Earned			\$	48,500.00		
					Previous Fee	Billin	g	\$	48,500.00		
					Current Fee B	illing		\$	\ €;		
								Phase	e Total Due	\$	3
Phase:	Bidding Services	_								BS-	1 Lump Sur
	Lump Sum Fee	\$	6,500.00								
	Percent Complete		100.00%		Total Earned			\$	6,500.00		
					Previous Fee	Billin	g	\$	6,500.00		
					Current Fee B	illing		\$	¥.		
								Phase	Total Due	\$	
hase:	Construction Administration									BS-	1 Lump Sur
	Lump Sum Fee	\$	9,700.00								
	Percent Complete		30.00%		Total Earned			\$	2,910.00		
					Previous Fee	Billing	9	\$	2,910.00		
					Current Fee B	illing		\$	5		
								Phase	Total Due	\$	3
Phase:	Additional Engineering										BS-1 Hrl
	Hourly, Max. Amount	\$	12,500.00								
				Hours	Rate	,	Amount				
			E4	5.0	\$190.00	\$	950.00				

	Hours	Rate	Amount			
E4	5.0	\$190.00	\$	950.00		
=	0.0	\$0.00	\$			
Totals	5.0		\$	950.00		

Max. Amount 12,500.00 Total Billings 5,967.50 Remaining 6,532.50

Phase Total Due \$

950.00

Phase:	Reimbursa	ble E	Expense							E	35-1	Reim	ibursable
	Total Fee			\$	5,000.00			-1110					
						Miles	Rate	An	nount				
						0	0.655	\$					
						0		\$	160				
Max. Amou	nt	\$	5,000.00										
Total Billing	ıs	\$	667.82										
Remaining		\$	4,332.18							Phase Total Due	\$		9
		-		-					AMOUNT	DUE THIS INVOICE	-	\$	950.00

Billing to Date

 Current
 Prior
 Total

 \$ 950.00
 \$ 63,595.32
 \$ 64,545.32

Make all checks payable to Midwest Engineering Group, LLC 25-A N Main, Sapulpa, OK 74066

Thank you for your business!

Should you have any inquiries concerning this invoice, please contact Danny Coltrane. Tel: 918-264-9405 Email: dcoltrane@midwest-engineers.com

City of Parsons Engineering/Public Works

TO:

Debbie Lamb, City Manager

FROM:

Darrell Moyer, Director of Engineering & Public Works

DATE:

August 3, 2023

RE:

Pay Request No. 7 KLETC Building Remodel from Greg Hinman

Construction

Please include the following item on the City Commission consent agenda for consideration at the Monday, August 7th, 2023 City Commission Meeting:

Pay Request No. 7 from Greg Hinman Construction

Greg Hinman Construction has submitted Pay Request No. 7 for work performed through 7/31/23. The total amount due is \$11,780.

Action Request

Approve Pay Request No. 7 to Greg Hinman Construction in the amount of \$11,780.

Darrell Moyer

Director of Engineering/Public Works

Greg Hinman Construction

Invoice

Greg Hinman 14660 Sue Street Erie, KS 66733 620-820-1683 #PD2 8/1/2023

City of Parsons 112 South 17TH Parsons, KS 67357 Project:

Renovations for police simulator at 2103 Corning.

Payment Request No.	3	=		
For Period From	7/1/2023	То	7/31/2023	
1.Interior Trim 2.Ceilling Tile 3.Electrical 4. Insulation				\$2,500.00 \$4,000.00 \$2,500.00 \$4,000.00
		e 8		
3. Adjusted Contract A	mount			\$138,000.00
4. Amount of Work Co		ate		80%
5. Total to Date				\$108,200.00
6. Less: Amount Retain	ned			\$10,820.00
7. Less: Previous Paym	ent			\$85,600.00
8: Amount Due This Re	quest			\$11,780.00

Memorandum City of Parsons City Manager's Office

TO:

Parsons City Commission

FROM:

Debbie Lamb. City Manager Robert Spinks, Chief of Police

CC:

Date:

August 3, 2023

RE:

2023 Ford Police Interceptor SUV

Please place the following item on the City Commission agenda for discussion at their August 7, 2023 commission meeting.

Information:

On May 15, 2023, the City Commission approved the purchase of three (3) 2023 Ford Police Interceptor SUV from SERV (Superior Emergency Response Vehicles) at a price of \$61,327.93 per vehicle. Two (2) of the vehicles are scheduled to be here this weekend. They are not able to get the third vehicle at this time.

SERV has located a 2023 Chevy Tahoe as substitute for the vehicle they are unable to get. The cost for this vehicle is \$67,543.30, fully equipped. The additional cost is \$6,215.37. This vehicle is in stock, it will just have to have the equipment installed.

Action Request:

Approve and authorize the cost of \$67,543.30 to SERV for a 2023 Chevy Tahoe Police Interceptor, versus the 2023 Ford Police Interceptor that was approved on May 15, 2023 at a cost of \$61,327.93.

Superior Emergency Response Vehicles

P.O. Box 965 12548 SW Highway 54 Andover, KS. 67002

Customer Name

Parsons Police Department 217 N. Central Parsons, KS. 67357

Estimate

Date	Estimate #
7/26/2023	3286



Emergency Response Vehicles

www.SERVLLC.com 316-733-2223 Email:andy@servlic.com	
A THE PARTY OF THE	

Description	Qty	Rate	Total
2023 Chevrolet Tahoe Police Pursuit Vehicle 4WD - Black Whelen Liberty II DUO Lightbar Whelen Core Siren/Lighting Controller Whelen ION Perimeter Lights Whelen IINSV2 Under-Mirror Lights Whelen Siren Speaker/Bracket (2) Setina PB450L Push Bumper 425-6569 Jotto Center Console w/Locking Storage - Vehicle Specific Havis Computer Mounting System PKG-PSM-3006 Havis Docking Station DS-PAN-1115 Jotto Single Cell 1/3 Cage Prisoner Transport System w/BIO Seat Dual Weapon Gunlock System w/Santa Cruz SC-6 Locks Stalker Dual SL Radar System Emergency Vehicle Graphics - Installed Havis Chargeguard Timer Circuit Breaker 75-100AMP Accessory Relay BS5032 Split Fuse Block Heavy Duty Battery Disconnect Solenoid Shop Supplies - Wiring, Connectors, Securement Items, Brackets, Etc. Professional Installation / Upfitting Vehicle Pick-up / Delivery	1 1 10 2 2 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1	51,500.00 1,850.00 965.00 102.50 191.00 725.00 724.37 650.00 995.00 1,750.00 540.00 2,350.00 650.00 95.00 48.50 51.90 52.50 49.03 250.00 2,250.00 250.00	52.50 49.03 250.00 2,250.00
Pricing for equipment and labor are good for 30 days. Equipment and parts installed carry a warranty specified by the manufacturer. Repairs or replacement of equipment items during the warranty period may be subject to a labor charge if the failure is not due to improper installation. Installation and upfi	Julios	Tax (0.0%)	\$0.00
workmanship performed by SERV are warrantied for the service life of the vehicle within your organization. Modifications or equipment failures by others may void this warranty. Used parts and equipment do not carry a warranty.	Total		\$67,543.30

Thank you for considering SERV!

City of Parsons

Engineering/Public Works

TO:

Debbie Lamb, City Manager

FROM:

Darrell Moyer, Director of Engineering/Public Works

DATE:

August 3, 2023

RE:

Project Agreement No. 042-23 with KDOT for Parsons Tolen Creek

Trail Project No. 050-TE-0530-01

Please include the following item on the City Commission consent agenda for consideration at the August 7, 2023 meeting:

<u>Project Agreement No. 042-23 with KDOT for Parsons Tolen Creek Trail</u> <u>Project No. 050-TE-0530-01</u>

Project Details

KDOT has furnished an Agreement to formally acknowledge commitment of the City of Parsons and Kansas Department of Transportation in the implementation of the Tolen Creek Trail, along Tolen Creek from Cattle Drive to Walmart (parallel to US59). Will consist of a 10 feet wide concrete path with 24 feet wide pedestrian bridges with installed lighting. This local KDOT partnership will pay for 80% of the cost of construction and construction engineering not to exceed \$784,272.00.

Action Request

Approve Agreement No. 042-23 with KDOT. Authorize Mayor's signature on agreement.

Darrell Moyer

Director of Engineering & Public Works

Il Moye



PROJECT NO. 050 TE-0530-01
TA-T053(001)
TRANSPORTATION ALTERNATIVES PROJECT
TOLEN CREEK TRAIL
CITY OF PARSONS, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Parsons**, **Kansas** ("Project Sponsor" or "City"), **collectively**, the "Parties."

RECITALS:

- A. The Secretary is authorized by the current Federal-Aid Transportation Act to set aside certain portions of Federal funding allocated under the current Federal-Aid Transportation Act for Transportation Alternatives (TA) projects.
- B. The Secretary is empowered to pass through Federal Surface Transportation Program (STP) funds for TA projects to eligible state agencies or local governments.
- C. The Secretary and the Project Sponsor are empowered by the laws of Kansas to enter into agreements for Federal STP funding under the Transportation Alternatives Provision of the current Federal-Aid Transportation Act.
- D. The Project Sponsor has requested, and the Secretary has authorized, a Transportation Alternatives (TA) Project ("Project"), as further described in this Agreement.
- E. Under the terms of the current Federal-Aid Transportation Act and the rules and regulations of the Federal Highway Administration (FHWA), states and local governments may be entitled to receive assistance in the financing of TA projects, provided such work is done in accordance with applicable state and federal law.

NOW, THEREFORE, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. "Agreement" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. "Construction" means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 3. "Construction Contingency Items" mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

- 4. "Construction Engineering" or "CE" means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
- 5. "Consultant" means any engineering firm or other entity retained to perform services for the Project.
- 6. "Contractor" means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
- 7. "Design Plans" means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
- 8. "Effective Date" means the date this Agreement is signed by the Secretary or the Secretary's designee.
- 9. "Encroachment" means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
- 10. "Federal Fiscal Year (FFY)" means the fiscal year as determined by the FHWA which begins October 1 and ends on September 30 of the following calendar year.
- 11. "FHWA" means the Federal Highway Administration, a federal agency of the United States.
- 12. "Fiscal Year (FY)" means the state's fiscal year which begins July 1 and ends on June 30 of the following calendar year.
- 13. "Hazardous Waste" includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, et seq., Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, et seq., Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, et seq., Hazardous Waste.
- 14. "KDOT" means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
- 15. "Letting" or "Let" means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

- 16. "Non-Participating Costs" means the costs of any items or services which the Secretary, acting on the Secretary's own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
- 17. "Participating Costs" means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
- 18. "Parties" means the Secretary of Transportation and KDOT, individually and collectively, and the Project Sponsor.
- 19. "Preliminary Engineering" or "PE" means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
- 20. "Project" means all phases and aspects of the Construction endeavor to be undertaken by the Project Sponsor, as and when authorized by the Secretary prior to Letting, being: Construction of 10 foot wide concrete path with 20 foot wide bump-outs every 400 feet, and 24 feet wide pedestrian bridges, install lighting along Tolen Creek from Cattle Drive to Walmart (parallel to US 59) in the City of Parsons, Kansas, and is the subject of this Agreement.
- 21. "Project Limits" means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
- 22. "Project Sponsor" means the City of Parsons, Kansas, with its place of business at 112 S. 17th Street, Parsons, KS 67357.
- 23. "Responsible Bidder" means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
- 24. "Right of Way" means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
- 25. "Secretary" means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
- 26. "Useful Life Period" means a sufficient period of time, as specifically designated in this Agreement in Article V, paragraph 2, to secure the investment of federal funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.
- 27. "Utilities" or "Utility" means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Funding	Responsibility	Total Projected
	Source		Contribution (\$)
Secretary	Federal	80% of Total Actual Costs of Construction and	784,272.00
	(TA)	Construction Engineering (CE), not to exceed	,
	Funds	\$784,272.00.	
Project	Local	20% of Total Actual Costs of Construction and CE until	
Sponsor	Match	the Secretary's funding limit is reached.	
		100% of Total Actual Costs of Construction and CE after the Secretary's funding limit is reached.	
		100% Costs of Preliminary Engineering (PE), Right of	
		Way, Utility Adjustments, and Non-Participating Costs.	

ARTICLE III

SECRETARY RESPONSIBILITIES:

- 1. <u>Technical Information on Right of Way Acquisition</u>. The Secretary will provide technical information upon request to help the Project Sponsor acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives such that the Project Sponsor may obtain participation of federal funds in the cost of the Project.
- 2. <u>Letting and Administration by KDOT</u>. The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Project Sponsor. The Secretary further agrees, as agent for the Project Sponsor, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the Project Sponsor.
- 3. <u>Indemnification by Contractors</u>. The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the Project Sponsor from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the Project Sponsor defends a third party's claim, the Contractor shall indemnify the Secretary and the Project Sponsor for damages paid to the third party and all related expenses either the Secretary or the Project Sponsor or both incur in defending the claim.
- 4. <u>Final Billing</u>. After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all



Project costs for which the Project Sponsor is responsible and shall then transmit the complete and final billing to the Project Sponsor.

ARTICLE IV

PROJECT SPONSOR RESPONSIBILITIES:

- 1. Secretary Authorization. The Project shall be undertaken on behalf of the Project Sponsor by the Secretary acting in all things as its agent, and the Project Sponsor hereby constitutes and appoints the Secretary as its agent. All things done by the Secretary in connection with the Project are authorized, adopted, ratified, and confirmed by the Project Sponsor to the same extent and with the same effect as though done directly by the Project Sponsor acting in its own individual capacity. The Secretary is authorized by the Project Sponsor to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.
- 2. Legal Authority. By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the Project Sponsor to enter into this Agreement on its behalf. The Project Sponsor agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
- Conformity with State and Federal Requirements. The Project Sponsor shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current American Institute of Architects (AIA) standards, the Secretary of the Interior's Standards for the Treatment of Historic Properties, the American Society of Landscape Architects guidelines, KDOT's Design Engineering Requirements, the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project. The Project Sponsor will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.
- 4. <u>Design and Specifications</u>. The Project Sponsor shall be responsible to make or contract to have made Design Plans for the Project.
- 5. <u>Submission of Design Plans to Secretary</u>. Upon their completion, the Project Sponsor shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with the items in Article IV, <u>paragraph 3</u> above. The Design Plans must be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer, who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are



required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, et seq.

- 6. Consultant Contract Language. The Project Sponsor shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the Project Sponsor and any Consultant with whom the Project Sponsor has contracted to perform services for the Project. In addition, any contract between the Project Sponsor and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the Project Sponsor and any Consultant with whom the Project Sponsor has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:
 - (a) <u>Completion of Design</u>. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
 - (b) <u>Progress Reports</u>. Language requiring the Consultant to submit to the Project Sponsor (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
 - (c) <u>Third-Party Beneficiary</u>. Language making the Secretary a third-party beneficiary in the agreement between the Project Sponsor and the Consultant. Such language shall read:
 - "Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Project Sponsor and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Project Sponsor or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the Project Sponsor from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."
- Responsibility for Adequacy of Design. The Project Sponsor shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the Project Sponsor's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the Project Sponsor, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the Project Sponsor.

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- 8. <u>Design Exception Indemnification</u>. Any design exception to the current version of the American Association of State Highway and Transportation Officials (AASHTO) Design Standards shall be in accordance with 23 C.F.R. § 625. For any design exception, the Project Sponsor agrees to the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, et seq.,) to defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the design exceptions for this Agreement by the Project Sponsor, the Project Sponsor's employees, or subcontractors.
- 9. <u>Authorization of Signatory</u>. The Project Sponsor shall authorize a duly appointed representative to sign for the Project Sponsor any or all routine reports as may be required or requested by the Secretary in the completion of the Project.
 - 10. Right of Way. The Project Sponsor agrees to the following with regard to Right of Way:
 - (a) Right of Way Acquisition. The Project Sponsor will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The Project Sponsor agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The Project Sponsor shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The Project Sponsor further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.
 - (b) Right of Way Documentation. The Project Sponsor will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The Project Sponsor further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The Project Sponsor agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.
 - (c) Relocation Assistance. The Project Sponsor will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Project Sponsor will undertake the relocation for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, et seq. The Secretary will provide information, guidance, and oversight to the Project Sponsor for any relocations required by the Project.

- (d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.
- (e) <u>Use of Right of Way</u>. The Secretary shall have the right to utilize any land owned or controlled by the Project Sponsor, lying inside or outside the limits of the Project Sponsor as shown on the final Design Plans, for the purpose of constructing the Project.
- 11. Removal of Encroachments. The Project Sponsor shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the Project Sponsor and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.
- 12. **Future Encroachments.** Except as provided by state and federal laws, the Project Sponsor agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.
 - 13. <u>Utilities</u>. The Project Sponsor agrees to the following with regard to Utilities:
 - (a) <u>Utility Relocation</u>. The Project Sponsor will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the <u>KDOT Utility Accommodation Policy</u> (UAP), as amended or supplemented.
 - (b) <u>Status of Utilities</u>. The Project Sponsor shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.
 - (c) <u>Time of Relocation</u>. The Project Sponsor will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The Project Sponsor shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the Project Sponsor as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The Project Sponsor shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the Project Sponsor's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The Project Sponsor will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.



- (d) <u>Permitting of Private Utilities</u>. The Project Sponsor shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.
- (e) <u>Indemnification</u>. To the extent permitted by law and the Kansas Tort Claims Act (K.S.A. § 75-6101, et seq.), the Project Sponsor will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.
- (f) <u>Cost of Relocation</u>. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the Project Sponsor except as provided by state and federal laws.
- 14. <u>Hazardous Waste</u>. The Project Sponsor agrees to the following with regard to Hazardous Waste:
 - (a) Removal of Hazardous Waste. The Project Sponsor shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Project Sponsor shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Project Sponsor will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.
 - (b) <u>Responsibility for Hazardous Waste Remediation Costs</u>. The Project Sponsor shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.
 - (c) <u>Hazardous Waste Indemnification</u>. The Project Sponsor shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Project Sponsor in undertaking cleanup or remediation for any Hazardous Waste.
 - (d) <u>No Waiver</u>. By signing this Agreement the Project Sponsor has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The Project Sponsor reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.



- Inspections. The Project Sponsor is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the Project Sponsor or the Consultant. The Secretary does not undertake for the benefit of the Project Sponsor, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The Project Sponsor will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The Project Sponsor may require additional clothing requirements for adequate visibility of personnel.
- 16. <u>Traffic Control</u>. The Project Sponsor agrees to the following with regard to traffic control for the Project:
 - (a) Temporary Traffic Control. The Project Sponsor shall provide a temporary traffic control plan within the Design Plans, which includes the Project Sponsor plan for handling multimodal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The Project Sponsor's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the Project Sponsor's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the Project Sponsor of the determinations made pursuant to this section.
 - (b) <u>Permanent Traffic Control</u>. The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.
 - (c) <u>Parking Control</u>. If applicable, the Project Sponsor will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.
 - (d) <u>Traffic Movements</u>. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The Project Sponsor shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.
- 17. Access Control. The Project Sponsor will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.



- 18. Maintenance. When the Project is completed and final acceptance is issued and until expiration of the Useful Life Period, the Project Sponsor will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the Project Sponsor will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.
- 19. Remittance of Estimated Share. The Project Sponsor shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The Project Sponsor will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City/County Funds received by the Project Sponsor from the Secretary. The date indicated for the Project Sponsor to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.
- 20. <u>Payment of Final Billing</u>. If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.
- Accounting. Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the Project Sponsor shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the Project Sponsor to any party outside of the Secretary and all costs incurred by the Project Sponsor not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

22. **Audit.**

- (a) Audit Requirements for Federal Awards. All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, et seq. require either a single or program specific audit be performed by an independent certified public accountant in
- (b) accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, et seq.
- (c) Agency Audit. The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the Project Sponsor will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the Project Sponsor for items considered Non-Participating Costs, the Project Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.
- 23. <u>Cancellation by Project Sponsor</u>. If the Project Sponsor cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The



Project Sponsor agrees to reimburse the Secretary within thirty (30) days after receipt by the Project Sponsor of the Secretary's statement of cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

SPECIAL TRANSPORTATION ENHANCEMENT REQUIREMENTS:

- 1. No 4(f) Status. It is the Parties' intention that neither this Agreement nor the Project create or expand the status of any land involved in this Project as a "significant publicly owned public park, recreation area, or wildlife and waterfowl refuge, or any significant historic site," for purposes of 49 U.S.C. § 303 and 23 C.F.R. § 771.135 ("4(f) status"), except as otherwise modified by this Agreement.
 - (a) <u>Transportation Alternatives</u>. Unless otherwise stated below in this section, the Parties agree the major purposes or functions of land involved in the Project are to preserve or enhance the scenic, historic, environmental, or archeological aspects, or the usefulness for intermodal users (including bicyclists, pedestrians, and other non-motorized transportation users) of existing or new transportation facilities. It is further agreed any park, recreation or refuge purposes or functions are secondary or incidental for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135. Exceptions: <u>NONE</u>.
 - (b) 4(f) Determinations. The Parties agree for purposes of any future determinations of 4(f) status issues as required by 49 U.S.C. § 303 or applicable regulations the Secretary is hereby designated as the public official having jurisdiction of such determinations. However, it is not the intent of this section to affect the determination of whether a historic or archaeological site is on or eligible for inclusion on the National Register of Historic Places.

2. <u>Useful Life</u>.

- (a) <u>Useful Life Period</u>. The Parties agree the Useful Life Period of the Project is twenty (20) years, commencing on the date the Secretary gives notice of final acceptance of the Project.
- (b) <u>Insurance</u>. If the Project includes improvements to a building, the Project Sponsor will purchase and maintain insurance for property damage to the building continuously during the Useful Life Period of the Project in an amount equal to or in excess of the federal funds expended on the Project.
- (c) <u>Change in Public Use</u>. After the Project is completed and during the entire Useful Life Period, any change in the public use of the real property for the Project will require written approval from the Secretary with FHWA concurrence.

(d) Recapture of Federal Investment.

- (i) During the first ten (10) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the Project Sponsor shall pay to the Secretary 100% of the federal funds invested in the Project.
- (ii) Following the first ten (10) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this

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Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the Project Sponsor shall pay to the Secretary as recapture of federal funds invested in the Project an amount, which will be determined according to the following formula:

Total Amount
of Federal Funds Invested in the Project

Number of Full Years

Remaining in the Useful Life Period at the time of unauthorized change in use

For the Project

Number of Full Years

Recapture

Period at the time of unauthorized change in use

(iii) Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services.

ARTICLE VI

FEDERAL REQUIREMENTS:

- 1. Anti-Lobbying. If the total value of this agreement exceeds \$100,000.00, a Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities Attachment will be attached and made a part of this Agreement. Such certification must state the recipient of the federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.
- 2. <u>Debarment & Suspension</u>. If the total value of this Agreement exceeds \$25,000.00, this Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and 1200. Therefore, the LPA is required to verify that neither it nor its principals or agents is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency. A Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment will be attached to and made a part of this Agreement. 2 C.F.R. § 200.213.
- 3. <u>System for Award Management</u>. The Project Sponsor has registered with the System for Award Management (http://www.sam.gov), which provides a Unique Entity Identifier (SAM). The Project Sponsor shall maintain such registration at all times during which it has active federal awards.
- 4. <u>Buy America Compliance</u>. The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed.

Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

5. Prohibition on Certain Technologies. All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

ARTICLE VII

GENERAL PROVISIONS:

- 1. <u>Incorporation of Design Plans</u>. The final Design Plans for the Project are by this reference made a part of this Agreement.
- 2. <u>Civil Rights Act</u>. The Civil Rights Attachment pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
- 3. <u>Contractual Provisions</u>. The provisions found in the current version of the Contractual Provisions Attachment (Form DA-146a), which is attached, are hereby incorporated into and made a part of this Agreement.
- 4. <u>Headings</u>. All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
- 5. <u>Termination</u>. If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.
- 6. <u>Binding Agreement</u>. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Project Sponsor and their successors in office.
- 7. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
- 8. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

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9. <u>Severability.</u> If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:		THE CITY OF PARSONS, KANSAS
CITY CLERK	(Date)	MAYOR
(SEAL)		

Agreement No. 042-23 Project No. 050 TE-0530-01 Bureau of Local Projects

Kansas Department of Transportation
Secretary of Transportation

By:

Greg M. Schieber, P.E.

(Date)

Interim Deputy Secretary and State Transportation Engineer

Approved as to Form:

INDEX OF ATTACHMENTS

- ☑ Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities
- ⊠ Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment
- □ Civil Rights Act
- ☑ Contractual Provisions Attachment (DA-146a)

^{*}Note – If left unchecked, then inapplicable.

Certification -- Federal Funds -- Lobbying Required Contract Provision

Definitions

- 1. **Designated Entity**: An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
- 2. **Federal Grant**: An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
- 3. **Influencing (or attempt)**: Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
- 4. **Person**: An individual, corporation, company, association, authority, firm, partnership, society, state or local government
- 5. **Recipient**: All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

this transaction.	runcation is a materi	ai representation of fact upon	which reliance was pla	aced as part of
(Date)	By:			

CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR CIVIL JUDGMENTS

By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds) is:

- (1) not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- (2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- (3) does not have a proposed debarment pending;
- (4) and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

List any exceptions here:	
Exceptions will not necessarily result in denial respondent responsibility. For any exceptions rand dates of action.	of award, but will be considered in determining bidder or noted, indicate below to whom it applies, initiating agency
Providing false information may result in crimin	nal prosecution or administrative sanctions.
Participant/Firm's Name:	
Address:	
City/State/Zip:	
Authorized Company Official's Name and Title	(Typed or Printed)
Signature of Authorized Representative:	
	(Date)

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, it's assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- 1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontractors, Including Procurements of Material and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

State of Kansas Department of Administration DA-146a (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree	e that the following provisions are hereby incorporated into the
contract to which	it is attached and made a part thereof, said contract being the
day of	, 20

- 1. <u>Terms Herein Controlling Provisions</u>: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. <u>Disclaimer Of Liability</u>: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
- 5. Anti-Discrimination Clause: The contractor 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 Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for 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 vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

- 6. <u>Acceptance of Contract</u>: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority to Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- Responsibility for Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 11. <u>Information</u>: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
- 12. <u>The Eleventh Amendment</u>: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
- 13. <u>Campaign Contributions / Lobbying:</u> Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Memorandum City of Parsons City Manager's Office

TO:

Parsons City Commission

FROM:

Debbie Lamb. City Manager

CC:

Date:

August 4, 2023

RE:

Request for Proposals for Lease Purchase Financing

Please place the following item on the City Commission agenda for discussion at their August 7, 2023 commission meeting.

Information:

Financing for Project 2023-04 – Municipal Building Exterior Repairs \$ 1,000,000.00

Water Meters and Meter Installation

\$ 2,000,000.00

Action Request:

Approve and authorize issuing Request for Proposals for Lease Purchasing Financing to be submitted by noon on Thursday, August 17, 2023.

ORDINANCE NO. 6539

AN ORDINANCE making and levying a special assessment upon all lots and parcels of ground in the City of Parsons, Kansas liable for the cost and expense of nuisance abatements from April, May and June 2023.

SECTION 1. That a special assessment is hereby levied upon and against the premises in the City of Parsons, Kansas, hereinafter described and the amount set opposite there to respectively, for the payment of the cost and expense of nuisance abatement during the months of April, May and June 2023.

САМА	ADDRESS	LEGAL DESCRIPTION	OWNER	AMOUNT
0241901024015000	1207 Appleton	MORGAN AVE HEIGHTS ADD, S19, T31, R20, BLOCK 1, LOT 15	Forer, Sarah	\$1,200.00
0362402021013000	2701 Appleton	AW DAVIS 2ND ADD, S20, T31, R19, BLOCK 5, LOT 1	Ainesworth, Marilyn L	\$125.00
0241901010002000	1510 Belmont	A1 PARSONS, S19, T31, R20, BLOCK 46, LOT 4-6	Acme Cinema, Inc.	\$200.00
0241904017003000	1208 Briggs	LAWNDALE ADD, S19, T31, R20, BLOCK 1, LOT 3 & 4	Lemaster, Robert & Rachel	\$4,445.20
0241803020013000	1817 Clark	A1 PARSONS, S18, T31, R20, BLOCK 4, LOT 12	Stephens, Max & Theresa	\$200.00
0241902020003000	1608 Corning	A1 PARSONS, S19, T31, R20, BLOCK 61, LOT 6 & 7	Tongier, Phillip & Kelsey	\$200.00
0361303027009000	2811 Crawford	STEVENS & BARROWS WEST SIDE AD, S13, T31, R19, BLOCK 9, LOT 10	Fisk, Edward	\$600.00
0361303010014000	2715 Dirr	ADD PARSONS 7TH, S13, T31, R19, BLOCK 230, LOT 13	Varela, Abraham	\$200.00
0311203019001000	2700 Elm	ORCHARD PARK ADD, S12, T31, R19, BLOCK 5, LOT 15 & 16	Dunlap, Mildred	\$200.00
0361301015004000	2518 Felix	ADD PARSONS 7TH, S13, T31, R19, BLOCK 238, LOT 5	Smith, Sharon	\$200.00
0241803002007000	1626 Gabriel	A2 PARSONS, S18, T31, R20, E 1/2 W 1/2 LT 2 EXC S7.5' BLK 125	Byrd, Eugene Jr	\$4,624.90
0241802017018000	1905 Gabriel	FELIX & KENNEDY'S ADD, S18, T31, R20, BLOCK 14, LOT 12	Virtue, Isaac	\$175.00
0361304001004000	2514 Gabriel	ADD PARSONS 2ND, S13, T31, R19, W50' LT 1 EXC S7.5' ALLEY BLK 162	Hanby, Joseph	\$3,314.00
0361301015014000	2501 Kennedy	ADD PARSONS 7TH, S13, T31, R19, BLOCK 238, LOT 16	Cash, Danny Jr.	\$200.00
0361301016004000	2514 Kennedy	ADD PARSONS 7TH, S13, T31, R19, BLOCK 235, LOT 4	Daugherty, Michael & Ranetta	\$200.00

		ORDINANCE NO. 6539		
0241902029003000	1924 Morgan	A 1 PARSONS, S19, T31, R20, BLOCK 74, Lot 3 - 7.	Gamble, Spencer B	\$4,105.45
0241902027010000	2023 Morgan	A1 PARSONS, S19, T31, R20, BLOCK 68, LOT 19 21.	David, Aaron Strong, Brandi	\$1,930.79
0241804011016000	1407 Stevens	A2 PARSONS, S18, T31, R20, W1/2 E1/2 LT 4 EXC N7.5' BLK 129.	Robinson, Marvin & Josephine	\$200.00
0361304011006000	2324 Stevens	A2 PARSONS, S13, T31, R19, E1/2 W1/2 LT 2 EXC S7.5' BLK 106	Snyder, Elroy	\$400.00
0361304005011000	2523 Stevens	ADD PARSONS 2ND, S13, T31, R19, W1/2 E1/2 LT 3 EXC N7.5' BLK 160	Schuler, Dale	\$3,317.94
0361303015009000	2905 Stevens	STEVENS & BARROWS WEST SIDE AD, S13, T31, R19, BLOCK 6, LOT 11	Baker, Ronnie R III & Mistie	\$200.00
0241904007005000	1330 Thornton	WEEKE'S ADD, S19, T31, R20, BLOCK 4, LOT 8	Hogan, Thelma	\$200.00
0241904009009000	1407 Wilson	WEEKE'S ADD, S19, T31, R20, BLOCK 8, LOT 14	Scott, Edward & LaDonna	\$200.00
0241802010013000	1109 N 21st St	S18, T31, R20, BEG 1110'N & 35'E SW/C NW1/4 N64' E187.7' S64' W POB	McCready, Randy & Danarae	\$4,572.61
0361304013010000	409 N 26th St	ADD PARSONS 2ND, S13, T31, R19, BEG 98' N SW/C LT 3 N37.5' E30' N14.5' E20' S52' W POB BLK 159	Bynum, Caleb	\$200.00
			TOTAL	\$31,410.89

Passed and Approved this 7th Day of August, 2023	
ATTEST:	Kevin Cruse, Mayor
Robyn Baker, City Clerk	

RESOLUTION NO. 3453

A RESOLUTION FINDING THAT FINANCIAL STATEMENTS AND REPORTS PREPARED IN COMFORMITY WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPALS (GAAP) ARE NOT RELEVANT TO THE REQUIREMENT OF THE CASH BASIS AND BUDGET LAWS OF THE STATE OF KANSAS AND ARE OF NO SIGNIFICANT VALUE TO THE GOVERNING BODY OR MEMBERS OF THE GENERAL PUBLIC OF THE CITY OF PARSONS, KANSAS.

WHEREAS, the governing body of the City of Parsons, Kansas did on the 5TH day of May, 1981, passed and approved Charter Ordinance No 20 exempting itself from the provisions of K.S.A. 75-117, 75-1120, 75-1121 AND 75-1122, as amended insofar as said statutes require fixed asset records and account, and;

WHEREAS, the governing body of the City of Parsons, Kansas has an independent audit prepared on an annual basis, and;

WHEREAS, no provision of outstanding debt or ordinances of the municipality specifically require Generally Accepted Accounting Principles;

NOW, therefore be it resolved by the governing body of the City of Parsons, Kansas;

SECTION 1: That the governing body does hereby find that financial statements and reports prepared in conformity with generally accepted accounting principals (GAAP) are not relevant to the requirement of the cash basis and budget laws of the state of Kansas and are of no significant value to the governing body or members of the general public of the City of Parsons, Kansas.

SECTION 2: That the City of Parsons, Kansas does hereby request a waiver from generally accepted accounting principals as provided by K.S.A. 75-1120 in section (1), Paragraph (a).

PASSED and approved this 7th Day of August, 2023.

	Kevin Cruse, Mayor
Attest:	
Robyn Baker, City Clerk	