# **Parsons City Commission**

Regular Session
Tuesday, February 6, 2024 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. PRESENTATION
  - A. Promotion Keenan Roberts
- V. PUBLIC COMMENT NO. 1 Public comments at this time will be limited to persons who have signed up in advance with the City Clerk, no later than noon on Friday prior to the meeting. Comments will be limited to five (5) minutes total per meeting, not five (5) minutes per public comment session.

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

- A. Sontana Johnson Juneteenth Holiday
- VI. CONSENT DOCKET The consent agenda includes items of a routine nature and one affirmative vote will approve the recommended action for each and every item on the consent agenda. Items may be added or deleted at the request of the City Commission or Staff.
  - A. City Commission Minutes (Pages 1 4)
    Information: City Commission Minutes for January 16, 2024, and February 1, 2024.

**Recommendation:** Approve and authorize the Mayor's signature.

B. Accounts Payable Appropriation Ordinance No. 377 (Pages 5 – 19) Information: Ordinance making appropriations for the payment of certain claims for the City of Parsons, Kansas. Total amount \$560,670.56.

**Recommendation**: Approve and authorize the Mayor's signature.

 Pay Request for TranSystems, for US 59 KDOT SP-Clark to Dirr (Pages 20 – 23)

**Information:** TranSystem has submitted two (2) invoices for payment for US 59 KDOT SP-Clark to Dirr. Payment Invoice No. INV-0004217849, for \$2,540.00 for professional services through August 25, 2023 and Payment Invoice No. INV-0004241979, for \$12,466.75 for professional services through September 22, 2023. Total payment will be \$14,986.75. Approved by City Manager prior to printing of 1099s.

**Recommendation:** Approve Pay Request to TranSystems.

D. Pay Request No. 1 for TranSystems, for Design work for the Tolen Creek Trail Project. (Pages 24 – 25)

**Information:** TranSystems has submitted the Pay Request No. 1 for Invoice No. INV-0004302210 for \$391.58 for professional services through November 24, 2023. Approved by City Manager prior to printing of 1099s.

`Recommendation: Approve Pay Requests to TranSystems.

E. Pay Request No. 2 for TranSystems, for Design work for the Tolen Creek Trail Project (Pages 26 – 27)

**Information:** TranSystems has submitted the Pay Request No. 2 for Invoice No. INV-0004350199 for \$8,478.00 for professional services through December 22, 2023.

`Recommendation: Approve Pay Requests to TranSystems.

# Pay Request No. 6, 21<sup>st</sup> Street Basin and Downtown Basin Rehab Design (Pages 28 – 30)

**Information:** HDR entered into an engineering agreement with the City for Design of 21<sup>st</sup> Street Basin, Rosewood Basin, and Downtown Basin Rehab. This pay request is for \$29,630.00 for work completed through December 30, 2023.

**Recommendation:** Approve and authorize payment for Pay Request No. 6 to HDR Engineering, Inc.

## G. Tax Abatements

**Information:** In accordance with the requirements of K.S.A. 79-210, and the annual review and consideration of the above-referenced matter by the City of Parsons, Kansas (the "City"), the undersigned hereby certifies that the property previously exempted by the above-referenced Order(s) of the Kansas Board of Tax Appeals continues to meet all the terms and conditions by the City as a condition of granting the exemption.

Parsons Hospitality Holding, LLC

Tax Abatement Docket No. 2020-792-IRBX

Ducommun Aerostructures, Inc.

Tax Abatement Docket No. 2017-5507-IRBX
Tax Abatement Docket No. 2018-1923-IRBX
Tax Abatement Docket No. 2019-697-IRBX
Grandview Products Co., Inc.

Tax Abatement Docket No. 2015-733-FDX

**Recommendation:** Receive and file.

# H. Pay Request No. 3 - Greg Hinman Construction, Project 2023-05 (Pages 31 – 32)

**Information:** Pay Request No. 3 for work provided between August 1, 2023 and December 20, 2023 on Project 2023-05 at the Kansas Law Enforcement Training Facility, 2103 Corning from Greg Hinman Construction in the amount of \$30,480.00

**Recommendation:** Approve Pay Request No. 3 to Greg Hinman Construction.

I. Parsons Recreation Commission – Swimming Pool (Pages 33 – 39) Information: The Parsons Recreation Commission has submitted the following documents:

Swimming Pool Report 2023
Swimming Pool Operating Agreement 2024
Invoice for Swimming Pool Management 2024

Recommendation: 1) Receive and file 2023 Report

- 2) Approve and authorize the Mayor signature on the Operating Agreement.
- 3) Approve payment of \$11,000.00 for Swimming Pool Management for 2024.
- Kansas Department of Wildlife, Parks & Tourism 2024 Annual Operation and Maintenance Assurance Statement (Pages 40 43)
   Information: Kansas Department of Wildlife, Parks & Tourism 2024
   Annual Operation and Maintenance Assurance Statement for the following:

NPS Project No.	Project Title
20-00200	Marvel Park Project
20-00239	Forest Park Improvements
20-00355	Forest Park Improvements and
	Swimming Pool

Recommendation: Approve and authorize the Mayor's signature.

K. Professional Services Agreement Amendment (Pages 44 – 69) Information: This is a Professional Services Agreement Amendment between Trekk Design Group, LLC and the City of Parsons. This amendment attaches the KDHE SRF contract provisions signed by Trekk Design Group, LLC on December 19, 2022 between the City of Parsons and Trekk Design Group, LLC per KDHE requirements.

**Recommendation:** Approve and authorize the Mayor's signature on Professional Services Agreement Amendment.

#### **CONSENT DOCKET END**

#### VII. NEW BUSINESS

A. Purchase of Two (2) Motorola M500 Car Camera System (Pages 70 – 73) Information: In mid-2023, the Parsons City Commission approved the purchase of two (2) 2023 Ford Interceptor SUVs. This purchase was approved during the bids process for the body/car camera purchase project in 2023. This purchase was approved in 2023 for 2024 vehicles, due to Ford Motor Company stating that there would be no new orders taken in 2024 for Ford Interceptor patrol vehicles and fulfillment would be based on 2023 orders.

As a result of this vehicle purchase being approved during that time, and not knowing which camera system manufacturer would be awarded the RFP, these two patrol cars were purchased without having the in-car camera systems included in the vehicle bid. The inclusion of the in-car camera system is historically included in the overall bid/purchase process of the patrol car.

In August of 2023, the Parsons City Commission approved the purchase of camera systems through Motorola Solutions, after their acquisition of WatchGuard, our former camera provider.

Due to this patrol vehicle purchase in a transitionary time period, we are asking for approval to purchase two (2), Motorola MS00 in-car camera systems for outfitting in new patrol vehicles.

Since the approval, purchase and implementation of the new Motorola body and in-car cameras this purchase is a sole source purchase, as Motorola Solutions is the only source for purchase of the MS00 Carner System. It is the current model of Motorola's in-car camera that is compatible with the new Motorola System installed at Parsons Police Department in December of 2023.

Parsons Police Department requests the approval for purchase of two (2), Motorola MS00 In-Car Camera Systems.

#### **BUDGET IMPLICATIONS:**

The funding for this project will be funded primarily from the Public Safety Sales Tax and will not be a burden to the General Fund.

Total cost for two (2) Motorola M500 In-Car Camera Systems, includes the cost of the two (2) camera systems, five (5) year extended warranty, and five (5) years of unlimited cloud storage, and licensing.

List Cost - \$30,833.00 Total Cost - \$24,666.40

Upfront costs for hardware, accessories and year 1 subscription - \$15562.08

Year 2 Subscription	- \$2,276.08
Year 3 Subscription	- \$2,276.08
Year 4 Subscription	- \$2,276.08
Year 5 Subscription	<u>- \$2,276.08</u>
Total	- \$24,666.40

**Recommendation:** Approve purchase of Two (2) Motorola M500 Car Camera Systems.

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

## IX. STAFF COMMENT

## X. CITY COMMISSION COMMENTS

## XI. Executive Session

## A. Non-Elected Personnel – 15 minutes

Motion: I move the city commission recess into executive session to discuss non-elected personnel issues, as allowed to discuss that which would be deemed privileged in the non-elect personnel pursuant to KSA 75-4319(b)(1). The open meeting will resume in the City Commission Room at\_\_\_\_\_\_ p.m.

## XII. ADJOURN

MINUTES
PARSONS CITY COMMISSION
JANUARY 16, 2024

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

Present:

**Commissioner Shaw** 

Commissioner Crooks Commissioner Bolinger Commissioner Cruse

Prayer – Harold Gross Jr – Macedonia Soul-Winning Ministry

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

Consent Docket as follows:

## **City Commission Minutes**

Approved and authorized minutes for the December 28, 2023, January 2, 2024 and January 11, 2024 meetings.

## Accounts Payable Appropriation Ordinance No. 376

Approved and authorized an ordinance making appropriations for the payment of certain claims for the City of Parsons, Kansas. Total amount \$145,957.10.

#### **Street Closure**

Approved street closure that Farm Bureau Association will host an Earth Day Celebration event on April 17, 2024 from 7:00 a.m. to 4:00 p.m. The Earth Day Committee requested the following street closures for the safety of the participants and vendors:

Heacock Street – from Main south to the north side of the swimming pool parking lot driveway.

Broadway Street – from the east side intersection of Broadway and Heacock east one half block.

Broadway Street – from the west side of the intersection of Broadway and Heacock; west one half block.

#### Pay Request from DGM, Project 2023-03, Municipal Building Masonry Repairs

Approved Pay Request to DGM for an invoice for professional services through December 31, 2023 in the amount of \$25,866.55.

CITY COMMISSION - PAGE 2 January 16, 2024

## Set Bid Date for Project 2024-02. Mowing City Property

Set bid date for Thursday, February 15, 2024 at 10:30 a.m. as date and time to open bids for Project 2024-02, Mowing City Property.

Set Bid Date for Project 2024-03. Mowing and Weed Eating of Oakwood Cemetery
Set bid date for Thursday, February 15, 2024 at 11:00 a.m. as date and time to open bids for Project 2024-03, Mowing and Weeding Eating of Oakwood Cemetery.

## Parsons Katy Golf Association - Annual Report

Received and filed the Financial Report and approved and authorized payment of \$8,000.00 to Parsons Katy Golf Association.

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

#### **New Business**

Commissioner Cruse moved, Commissioner Bolinger seconded to approve the purchase of John Deere Loader from Kansas Department of Transportation (used by Altamont). It is a 2007 4-Wheel Drive John Deere Loader, MDL, 444J, 4.5L Diesel Engine, 4 speed powershift Transmission Forward, 3 Speed Reverse, front bucket with 2,463 hours for \$53,000. In November 2023, Public Works collected \$19,775.00 from a sale on Purple Wave. The balance needed is \$33,225.00. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Cruse – yes; Strait - yes.

## **Departmental Reports**

Commissioner Shaw moved, Commissioner Bolinger seconded to receive and file the Monthly reports for December 2023. Voice vote passed unanimously.

Comments were heard from Joe Dobson, Chris Shultz and Harold Gross Jr.

Comments were heard from City Staff and City Commissioners.

Commissioner Bolinger moved, Commissioner Cruse seconded that we adjourn at 6:32 p.m. Voice vote passed unanimously.



MINUTES
PARSONS CITY COMMISSION
February 1, 2024

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

Present:

**Commissioner Shaw** 

Commissioner Bolinger

**Commissioner Cruse** 

Absent:

**Commissioner Crooks** 

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

#### **New Business**

Motorola Car Cameras - Kyle Wiford

## Award Proposal for Pool Filter Replacement

Commissioner Bolinger moved, Commissioner Cruse seconded to award proposal for Pool Filter Replacement to United Industries, Inc. for \$31,888.00. Four proposals were received for Pool Filter Replacement. United Industries, Inc. submitted the lowest and best proposal. Staff has reviewed the proposals and recommended award to United Industries, Inc. Approved on roll call. Shaw -yes; Bolinger – yes; Cruse – yes; Strait – yes.

Commissioner Crooks joined the meeting at 4:45 p.m.

The commission reviewed the agenda for February 6, 2024.

## Resolution

## Resolution No. 3460 - Blue Cross Blue Shield - Outdoor Fitness Court

Mayor Strait moved, Commissioner Bolinger seconded to approve and authorize the Mayor's signature on Resolution No. 3460 which is a resolution to adopt and allocate funds for an outdoor fitness court as part of the 2024 National Fitness Campaign. The City of Parsons will receive a \$50,000 National Grant from NFC Grant Committee and Statewide Partners. The City of Parsons will provide a local match in the amount of \$60,000 to promote and implement a free-to-the-public outdoor Fitness Court. Approved on roll call. Shaw -yes; Crooks – yes; Bolinger – yes; Cruse – yes; Strait – yes.

Comments were heard from Ryan Robertson.

Comments were heard from City Staff and City Commissioners.

CITY COMMISSION – PAGE 2 February 1, 2024

#### **Executive Sessions**

Mayor Strait moved, Commissioner Bolinger seconded that the city commission recess into executive session pursuant to KSA 75-4319(b)(4) for private financial information of a corporation to discuss a potential business prospect with City Manager, City Attorney, Economic Development and Commissioners present. Voice vote passed unanimously. Returned from executive session with no action taken.

Mayor Strait moved, Commissioner Bolinger seconded that the city commission recess into executive session to discuss non-elected personnel issues, as allowed to discuss that which would be deemed privileged in the non-elect personnel pursuant to KSA 75-4319(b)(1) with Commissioners present. Voice vote passed unanimously. Returned from executive session with no action taken.

Commissioner Bolinger moved; Commissioner Cruse seconded that we adjourn at 6:19 p.m. Voice vote passed unanimously.

	Eric Strait, Mayor	
Attest:		
Robyn Baker, City Clerk		

## **ACCOUNTS PAYABLE APPROPRIATION ORDINANCE NO. 0377**

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

Accounts Payable – January 18, 2024 Accounts Payable – January 25, 2024 Accounts Payable – January 31, 2024	\$ 135,789.88 287,216.80 <u>137,663.88</u> \$ 560,670.56
BE IT ORDAINED BY THE GOV PARSONS, KANSAS:	ERNING BODY OF THE CITY OF
	the claims herein stated in Exhibit "A" approved there is hereby appropriated out ry the sum for each claim.
Section 2. That this ordinance and after its passage.	shall take effect and be in full force from
Approved this 1 <sup>st</sup> day of February	2024.
	Eric Strait, Mayor
Attest:	
Robyn Baker, City Clerk	

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMAZON CAPITAL SERVICES, INC	SUPPLIES	TOURISM	TOURISM TOTAL:	62.68
AT&T	831 001 0649 817 831 001 0608 026 831 001 0649 817 831 001 0608 026 831 001 0608 026 831 001 0608 026 831 001 0608 026	GENERAL FUND WATER FUND WATER FUND WATER FUND WATER FUND WATER FUND WATER FUND	GENERAL ADMINISTRATIVE FIRE FIRE FIRE PARK PARK AUDITORIUM ARTS CENTER AUDITORIUM ARTS CENTER AUDITSTRATIVE ADMINISTRATIVE	2,503.07 176.88 1,001.22 29.48 166.87 29.48 166.87 29.48 333.74 58.96 88.44 333.74 500.61 29.48
AT&T TELEPHONE (MAIN PB)	620 421 7081 502 8 620 421 7075 502 6 620 421 7015 349 5 620 421 7060 719 3 620 421 7060 719 3	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND	POLICE POLICE POLICE POLICE PARK TOTAL:	164.56 114.88 99.99 2,851.86 316.86
BANK OF COMMERCE-PARSONS	LOAN 50038306	PUB SAFETY SALES	T PUB SAFETY SALES TAX TOTAL:	62,304.52 62,304.52
BEVANS HANDYMAN, LLC	REPAIRS TO W/END OF DEPOT	PARSONS MUSEUM	PARSONS MUSEUM TOTAL:	6,000.00
BG CONSULTANTS	PRE PLAT SUB DIF BILL #7	ECONOMIC DEV SALES	S ECONOMIC DEV SALES TAX TOTAL:	1,385.00
BREDE GROUP SOLUTIONS	POLYGRAPH/MILEAGE	GENERAL FUND	POLICE TOTAL:	311.05
CATERPILLAR FINANCIAL SERVICES CORPORA	BACKHOE LOADER	PUB SAFETY SALES	T PUB SAFETY SALES TAX TOTAL:	18,850.79
CHRISTIAN SMITH	REIM DOG FOOD K-9 MORGAN	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	62.26
CITY OF PARSONS	FLEXIBLE SPENDING	HEALTH INSURANCE	R HEALTH INSURANCE RESER TOTAL:	19,000.00
EVERGY	CITY MAIN REC CENTER MUSEUM	GENERAL FUND GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE TOTAL:	431.45 1,359.11 490.48 2,281.04
GREAT PLAINS STRUCTURES	CT TANK REPAIR	WATER FUND	TREATMENT PLANT TOTAL:	5,500.00
HAYDEN MCCLENNING	REIM FOR TOOL	GENERAL FUND	STREET	79.98

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	79.98
HERRMAN LUMBER COMPANY INC	SUPPLIES	PARSONS MUSEUM PARSONS MUSEUM	PARSONS MUSEUM PARSONS MUSEUM TOTAL:	63.27 39.99 103.26
JRB INDUSTRIES, INC	LF TICKETS	GENERAL FUND	STREET TOTAL:	242.40
MCCARTY'S OFFICE SUPPLY	SUPPLIES	GENERAL FUND WATER FUND	GENERAL ADMINISTRATIVE TREATMENT PLANT TOTAL:	35.00 67.97 102.97
METAL MASTERS	TRAILER REPAIR	GENERAL FUND	PARK TOTAL:	42.80
MID WEST TACTICAL, LLC	EDUCATION	GENERAL FUND	POLICE TOTAL:	625.00
MIDWEST HEARING AIDS INC	TESTS	GENERAL FUND	POLICE TOTAL:	40.00
MIKE CARPINO FORD PARSONS	REPAIRS	GENERAL FUND	POLICE TOTAL:	71.24
O'BRIEN ROCK CO., INC.	SAND FLOWABLE FILL/FUEL/FEE	GENERAL FUND WATER FUND	STREET DISTRIBUTION TOTAL:	2,633.60 472.25 3,105.85
PACE ANALYTICAL SERV INC	WEEKLY	SEWER FUND SEWER FUND	TREATMENT PLANT TREATMENT PLANT TOTAL:	634.40 634.40 1,268.80
QUILL CORPORATION	SUPPLIES SUPPLIES SUPPLIES	GENERAL FUND GENERAL FUND GENERAL FUND	LEGAL/MUNICIPAL COURT POLICE POLICE TOTAL:	242.77 361.95 169.98 774.70
R & F FARM SUPPLY INC	SUPPLIES	GENERAL FUND SANITATION FUND	PARK SANITATION FUND TOTAL:	32.00 14.14 46.14
SNAP ON	ACCT 131950941	MAINTENANCE FUND	MAINTENANCE FUND TOTAL:	51.07
SOUTHEAST KANSAS REGIONAL PLANNING COM	2024 MEMBERSHIP DUES	GENERAL FUND	CITY MANAGER TOTAL:	50.00
SPARKLIGHT	123082794	GENERAL FUND	POLICE TOTAL:	431.56
TIMOTHY H WASS	SERVICES	GENERAL FUND	STREET TOTAL:	68.90
TOM DAVIS AUTO GROUP	SERVICES SERVICES	SANITATION FUND	SANITATION FUND SANITATION FUND	78.22 150.13

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	228.35
TWIN VALLEY ELECTRIC COOPERATIVE INC	AIRPORT/RIVER/LAKE	GENERAL FUND	AIRPORT	98.87
	AIRFORT/KIVEK/LAKE AIRPORT/RIVER/LAKE	GENERAL FUND WATER FUND	AIRPORT TREATMENT PLANT	493.27
	AIRPORT/RIVER/LAKE	WATER FUND		48.63
	AIRPORT/RIVER/LAKE		LAKE	90.59
	AIRFORI/KIVEK/LAKE AIRPORT/RIVER/LAKE	WATER FUND	LAKE LAKE	204.35
	AIRPORT/RIVER/LAKE		LAKE	164.60
	AIRPORT/RIVER/LAKE		LAKE	41.42
	AIRPORT/RIVER/LAKE		LAKE	30.00
	AIRPORT/RIVER/LAKE	WATER FUND	LAKE	32.66
	AIRPORT/RIVER/LAKE	WATER FUND	LAKE	30.00
te	AIRPORT/RIVER/LAKE	WATER FUND	LAKE	46.90
	AIRPORT/RIVER/LAKE	WATER FUND	LAKE	30.00
	AIRPORT/RIVER/LAKE	WATER FUND	LAKE	61.67
			TOTAL:	1,538.20
UTILITY REVIEW CONSULTANTS, LLC	SERVICES SERVICES	GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE	22.81 26.51
			TOTAL:	49.32
WAXIE SANITARY SUPPLY	SUPPLIES SUPPLIES	GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE	72.31
			TOTAL:	843.61
WOOD INSURANCE CENTER, LLC	POLICY 8E52335 POLICY 8C52335	GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE	348.00
8	POLICY 8C52335	WATER FUND	ADMINISTRATIVE TOTAL:	339.00

GENERAL FUND	18, UI / 89
	62.68
MAINTENANCE FUND	51.07
PUB SAFETY SALES TAX	81,155.31
ECONOMIC DEV SALES TAX	1,385.00
HEALTH INSURANCE RESERVE	19,000.00
PARSONS MUSEUM	6,103.26
WATER FUND	8,307.03
SEWER FUND	1,465.15
SANITATION FUND	242.49
	NCE FUND TY SALES TAX DEV SALES TAX NSURANCE RESERVE MUSEUM ND ND

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VENDOR NAME	**************************************				
	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
AB HEAT AND AIR	REPAIRS	GENERAL FUND	PARK TOTAL:	70.00 70.00	
AMY ROSS LAW, LLC	ATTORNEY FEES	GENERAL FUND	LEGAL/MUNICIPAL COURT TOTAL:	COURT 854.36 AL: 854.36	
AIST	862390590	GENERAL FUND	POLICE TOTAL:	26.05 AL: 26.05	
AT&T TELEPHONE (MAIN PB)	862387926	GENERAL FUND	POLICE TOTAL:	90.64 90.64	
BEARD PROPANE, INC	AIRPORT AIRPORT AIRPORT AIRPORT WATER TREATMENT	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND SEWER FUND	AIRPORT AIRPORT AIRPORT AIRPORT TREATMENT PLANT TOTAL:	712.25 555.19 1,110.00 740.00 570.91 3,688.35	
BLUE CROSS BLUE SHIELD OF KANSAS	GROUP 96081	HEALTH INSURANCE	R HEALTH INSURANCE RESER TOTAL:	ESER 69,810.46	
BROOKS-JEFFREY MARKETING, INC	WEB HOSTING PKG WEB PRODUCTION PROGRM WEB PRODUCTION PKG	GENERAL FUND GENERAL FUND GENERAL FUND	POLICE POLICE POLICE TOTAL:	197.88 69.30 833.34 AL: 1,100.52	
CALLIE CARPENTER	PHONE	TOURISM	TOURISM TOTAL:	50.00 50.00	
CHRISTIAN SMITH	BOOT REIM	GENERAL FUND	POLICE TOTAL:	150.00 150.00	
CITY OF PARSONS	VEHICLE MAINTENANCE	GENERAL FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE STREET	S.14 50.00 10.00 50.00 1,392.14 236.96 562.40 10.00 508.30 174.17 39.14 27.51 15.36 174.17 39.14 27.51 15.36 174.17 39.14 27.51 15.36 15.36 174.17 39.14 27.51 15.36 15.36 174.17 39.14 27.51 15.36 15.00 17.00	

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	DESCRIPTION.	FUND	DEPARTMENT	AMOUNT
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	150.00
		GENERAL FUND	STREET	150.00
			STREET	100.00
			STREET	00.009
			STREET	50.00
	VEHICLE MAINTENANCE		STREET	300.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	50.00
			STREET STREET	150.00
			STREET	100.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	2,400.00
			CEMETERY	1,449.75
			CEMETERY	15.36
			CEMETERY	30.00
			CEMETERY	200.00
			CEMETERY	50.00
			CEMETERY	400.00
	VEHICLE MAINTENANCE		DISTRIBUTION	39.36
		WALER FOND	DISTRIBUTION	176.10
			DISTRIBUTION	78.787
			DISTRIBUTION	150 00
			DISTRIBUTION	00.02
			DISTRIBUTION	50.00
	VEHICLE MAINTENANCE	WATER FUND	DISTRIBUTION	200.00
	VEHICLE MAINTENANCE	WATER FUND	LAKE	99.6
		WATER FUND	LAKE	50.00
				155.72
	VEHICLE MAINTENANCE	SANLTATION FUND		10.00
10		SANITATION FUND	SANITATION FUND SANITATION FUND TOTAL:	200.00 100.00 13,952.54
CLASS LTD	TRANSPORTATION	GENERAL FUND	GENERAL ADMINISTRATIVE	2,749.95
			·reror	7. 149.90
CONRAD FIRE EQUIPMENT INC	E3 EMERGENCY LIGHTS	GENERAL FUND	FIRE TOTAL:	305.09
COREY W WRIGHT	LAKE PARSONS SIGN	TOURISM	TOURISM TOTAL:	500.00
DEBBIE LAMB	PHONE	GENERAL FUND	CITY MANAGER TOTAL:	50.00
DENNIS DODD	PHONE	GENERAL FUND	POLICE TOTAL:	50.00
EVERGY	CITY MAIN	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	34.96
EXTREME RENTAL LLC	HOSES	WATER FUND	DISTRIBUTION TOTAL:	2,230.00
FBI-LEEDA	SERVICES SERVICES	GENERAL FUND GENERAL FUND	POLICE POLICE	795.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,590.00
FELD FIRE	REPAIRS	GENERAL FUND	FIRE TOTAL:	144.55
FURTHER	GROUP 008459	HEALTH INSURANCE	R HEALTH INSURANCE RESER TOTAL:	37.60
GALAXY TRAVELLAIRE, INC	SERVICES	GENERAL FUND	AIRPORT TOTAL:	4,292.00
HERITAGE CRYSTAL CLEAN, LLC	DRUM MOUNT	MAINTENANCE FUND	MAINTENANCE FUND TOTAL:	477.51
HIGHER CALLING TECHNOLOGIES LLC	SUPPORT AGREEMENT SERVICES MONTHLY OFFICE MONTHLY ADOBE MONTHLY ADOBE MONTHLY	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE CITY MANAGER POLICE POLICE POLICE POLICE	850.00 139.00 1,235.50 27.99 960.20 139.95 299.00 5,519.54
INTERNATIONAL INST OF MUNICIPAL CLERKS	S.LOFGREN R.BAKER MEMBERSHIP	GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE TOTAL:	125.00 185.00 310.00
ITRON, INC	TEMETRA DRIVE BY SUBSCR	WATER FUND	ADMINISTRATIVE TOTAL:	5,247.00
JASON LUDWIG	PHONE	GENERAL FUND	POLICE TOTAL:	50.00
JIM ZALESKI	PHONE	TOURISM	TOURISM TOTAL:	50.00
KANSAS ASSOCIATION OF COURT MANAGMENT	MEMBERSHIP 2024	GENERAL FUND	LEGAL/MUNICIPAL COURT TOTAL:	100.00
KANSAS GAS SERVICE	2103 CORNING #A 401 S 18TH 301 N 30TH 1800 BELMONT 1209 CORP DR #102 1209 CORP DR #MAIN 1209 CORP DR #104 1209 CORP DR #104	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND ECONOMIC DEV SALES ECONOMIC DEV SALES ECONOMIC DEV SALES ECONOMIC DEV SALES	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE POLICE S ECONOMIC DEV SALES TAX TOTAL:	218,30 91,04 1,166.82 193,38 174.50 644.65 235,10 334.30 620.14
KANSAS MAYORS ASSOCIATION	2024 MAYOR MEMBERSHIP DUE	GENERAL FUND	CITY MANAGER TOTAL:	50.00
KANSAS MUNICIPAL INSURANCE TRUST	WORKERS COMP INS	GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE	335.77

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WORKERS COMP INS	GENERAL FUND WATER FUND WATER FUND WATER FUND WATER FUND WATER FUND WATER FUND SEWER FUND	CITY MANAGER LEGAL/MUNICIPAL COURT ENGINEERING POLICE FIRE STREET PARK AUDITORIUM ARTS CENTER CEMETERY TOURISM ECONOMIC DEV SALES TAX TREATMENT PLANT DISTRIBUTION ADMINISTRATIVE LAKE TREATMENT PLANT COLLECTIONS ADMINISTRATIVE LAKE TREATMENT PLANT COLLECTIONS ADMINISTRATIVE SANITATION FUND TOTAL:	2,182.56 1,343.11 30,291.57 28,330.61 16,759.74 5,079.04 1,678.89 3,839.86 335.77 839.44 5,451.42 5,099.73 2,182.56 1,934.37 3,839.86 5,099.73 2,182.56 1,934.37 2,182.56 1,934.37 1,934.37 1,934.37 1,934.37 1,934.37 1,934.37 1,934.37 1,934.37 1,934.37 1,934.37 1,934.37 1,934.37 1,934.37 1,934.37 1,934.37 1,934.37
KAREN WHEAT	PHONE	GENERAL FUND	CITY MANAGER TOTAL:	50.00
LABETTE HEALTH PHYSICIAN'S GROUP	SERVICES SERVICES	GENERAL FUND RISK MANAGEMENT FU	POLICE RISK MANAGEMENT FUND TOTAL:	20.00 25.00 45.00
LASSEN PRINTING SERVICES	MSTR ELE REG CERTIFICATES	GENERAL FUND	CITY MANAGER TOTAL:	77.97 77.97
LAURA MOORE	PHONE	GENERAL FUND	CITY MANAGER TOTAL:	50.00
LEXIPOL LLC	LAW ENFRCMNT MANUAL ANNUAL USAGE FEE	GENERAL FUND GENERAL FUND	POLICE POLICE TOTAL:	13,157.61 2,254.98 15,412.59
MARII SHIELDS	PHONE	GENERAL FUND	POLICE TOTAL:	50.00
MARTIN'S CLEANING CREW, LLC	SENIOR CENTER CLEANING	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	500.00
MATT HOISINGTON	PHONE	GENERAL FUND	AUDITORIUM ARTS CENTER TOTAL:	50.00 50.00
MCCARTY'S OFFICE SUPPLY	SUPPLIES COPIER CONTRACT ANNEX	GENERAL FUND GENERAL FUND	LEGAL/MUNICIPAL COURT POLICE TOTAL:	114.40 92.10 206.50
MEET KANSAS, INC	2024 MEMBERSHIP DUES	TOURISM	TOURISM TOTAL:	500.00
MID STATE ORGANIZED CRIME INFORMATION	MEMBERSHIP 2024	GENERAL FUND	POLICE TOTAL:	200.00

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5	AMOUNT	74.97 224.91 299.88	181.80	56.00 56.00 56.00 168.00	138.00	67.95	151.75 75.98 40.99 296.97 565.69	50.00	50.00	50.00	52.99	581.00	149.44	955.00	374.05	50.00	1,100.00 500.00 500.00 2,100.00
PAGE:	DEPARTMENT	MAINTENANCE FUND MAINTENANCE FUND TOTAL:	POLICE TOTAL:	ADMINISTRATIVE TREATMENT PLANT SANITATION FUND TOTAL:	GENERAL ADMINISTRATIVE TOTAL:	POLICE TOTAL:	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE LEGAL/MUNICIPAL COURT TOTAL:	POLICE TOTAL:	GENERAL ADMINISTRATIVE TOTAL:	LEGAL/MUNICIPAL COURT TOTAL:	TREATMENT PLANT TOTAL:	AUDITORIUM ARTS CENTER TOTAL:	POLICE TOTAL:	TREATMENT PLANT TOTAL:	R HEALTH INSURANCE RESER TOTAL:	TOURISM TOTAL:	ADMINISTRATIVE ADMINISTRATIVE SANITATION FUND TOTAL:
PORT	FUND	MAINTENANCE FUND MAINTENANCE FUND	GENERAL FUND	WATER FUND SEWER FUND SANITATION FUND	GENERAL FUND	GENERAL FUND	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND	GENERAL FUND	GENERAL FUND	GENERAL FUND	SEWER FUND	GENERAL FUND	GENERAL FUND	WATER FUND	HEALTH INSURANCE I	TOURISM	WATER FUND SEWER FUND SANITATION FUND
COMMISSION RE	DESCRIPTION	PARTS	OIL CHANGE/TIRE/WINDOW	SIG CARDS SIG CARDS SIG CARDS	DUES/MEALS	PROMOTION PLAQUE/SMITH	SUPPLIES SUPPLIES SUPPLIES SUPPLIES	PHONE	PHONE	PHONE	TIRE REPAIRS	MUSIC PERFORMANCE LIC	139120497	WATER REPORT/POSTAGE	INSURANCE REIM	TOUR KS 2024 MEMBERSHIP	POSTAGE POSTAGE POSTAGE
02-01-2024 09:33 AM	VENDOR NAME	MIDWEST WHEEL COMPANIES, INC	MIKE CARPINO FORD PARSONS	PAR FORMS CORPORATION	PARSONS ROTARY CLUB	PITTCRAFT, LLC	QUILL CORPORATION	ROBERT SPINKS	ROBYN BAKER	ROSS ALBERTINI	SEK AUTO SALES INC	SESAC INC	SPARKLIGHT	SUN GRAPHICS LLC	TOM SHAW	TOURKANSAS - SALLY FULLER, TREASURER	U.S. POSTAL SERVICE

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
INTETEST CORPORATION	COOLUMN STATEMENT			
	OANOAKI CHAKGES	GENERAL FUND	GENERAL ADMINISTRATIVE	120,08
	JANUARY CHARGES	GENERAL FUND	FIRE	58.12
	JANUARY CHARGES	GENERAL FUND	PARK	57.60
	JANUARY CHARGES	GENERAL FUND	PARK	84.40
	JANUARY CHARGES	MAINTENANCE FUND	MAINTENANCE FUND	133.76
	JANUARY CHARGES	WATER FUND	TREATMENT PLANT	46.91
	JANUARY CHARGES	SEWER FUND	TREATMENT PLANT	110.28
	JANUARY CHARGES	SANITATION FUND	SANITATION FUND	76.44
			TOTAL:	687.59
WAXIE SANITARY SUPPLY	SUPPLIES	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	102.00

S ====================================	146,102.37	25.00	1,485.77	911.15	x 2,673.63	RVE 70,222.11	25,330.09	12,244.44	28,222.24	00 310 700
FUND TOTALS	GENERAL FUND	RISK MANAGEMENT FUND	TOURISM	MAINTENANCE FUND	ECONOMIC DEV SALES TAX	HEALTH INSURANCE RESERVE	WATER FUND	SEWER FUND	SANITATION FUND	. TKECE CNECO
	01	10	15	18	27	37	20	52	70	

TOTAL PAGES:

02-01-2024 09:37 AM	COMMISSION RE	РОКТ	PAGE:	7
VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMAZON CAPITAL SERVICES, INC	SUPPLIES SUPPLIES SUPPLIES	GENERAL FUND GENERAL FUND WATER FUND	FIRE FIRE TREATMENT PLANT TOTAL:	151.38 81.10 258.88 491.36
ARROWHEAD SCIENTIFIC, INC	SUPPLIES	GENERAL FUND	POLICE TOTAL:	208.11
Атбт	210 077 1353 266 210 072 0725 252	GENERAL FUND GENERAL FUND	POLICE POLICE TOTAL:	156.02 153.79 309.81
AT&T TELEPHONE (MAIN PB)	620 423 3087 688 6 620 423 3092 612 9 620 423 3620 479 4 620 423 3612 130 3	GENERAL FUND GENERAL FUND GENERAL FUND WATER FUND	POLICE POLICE POLICE TREATMENT PLANT TOTAL:	228.95 269.06 807.34 135.13
BARCO MUNICIPAL PRODUCTS INC	BLUE	WATER FUND	DISTRIBUTION TOTAL:	337.42
BEARD PROPANE, INC	LAKE SHOP WATER TREATMENT	WATER FUND SEWER FUND	LAKE TREATMENT PLANT TOTAL:	755.54 570.91 1,326.45
BILLY JACKSON JR	PD CLEANING	GENERAL FUND	POLICE TOTAL:	30.00
CAPITAL ONE	ACCT 628394	GENERAL FUND	GENERAL ADMINISTRATIVE CITY MANAGER CITY MANAGER POLICE POLICE POLICE POLICE POLICE TREATMENT PLANT TREATMENT PLANT TREATMENT PLANT	62.82 49.14 21.48 76.00 67.18 265.86 87.80 98.00 55.58 91.88 56.17
CARD SERVICES	ACCT 141-001-8	GENERAL FUND WATER FUND WATER FUND WATER FUND WATER FUND WATER FUND SEWER FUND SEWER FUND SEWER FUND	STREET STREET STREET STREET STREET PARK PARK PARK CEMETERY TREATMENT PLANT DISTRIBUTION LAKE COLLECTIONS SANITATION FUND	24.88 79.76 14.99 99.98 96.99 56.97 139.70 35.96 31.98 12.99 12.99 14.49 86.98

02-01-2024 09:37 AM	COMMISSION RE	PORT	PAGE:	2
VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CITY OF PARSONS	BIC BULLDING	ECONOMIC DEV SALES	S ECONOMIC DEV SALES TAX TOTAL:	183.79
CMC INC	OIL RED MOLY TUBE	SANITATION FUND	SANITATION FUND TOTAL:	209.80
CORE & MAIN L.P	SUPPLIES SUPPLIES SUPPLIES SUPPLIES	WATER FUND WATER FUND SEWER FUND	DISTRIBUTION DISTRIBUTION COLLECTIONS COLLECTIONS TOTAL:	436.00 886,79 918,00 918.00 3,158.79
COREY W WRIGHT	KATY RAILROAD LOGO	PARSONS MUSEUM	PARSONS MUSEUM TOTAL:	390.00
DESIGN MECHANICAL, INC	REPAIRS	GENERAL FUND	POLICE TOTAL:	361.00
EMC INSURANCE COMPANY	CLAIM Y00005580	SEWER FUND	COLLECTIONS TOTAL:	1,000.00
EVERGY	CITY MAIN 1100 MAIN/2103 CORNING STORM SIREN STREET LIGHTS SENIOR CENTER MUSEUM RC CENTER	COND COND COND COND COND	GENERAL ADMINISTRANGENERAL ADMIN	9,370.24 489.09 207.13 14,187.67 159.56 359.26 548.07
16	CORF DRIVE WASTEWATER WASTEWATER	ECONOMIC DEV SALES WATER FUND SEWER FUND	S ECONOMIC DEV SALES TAX TREATMENT PLANT COLLECTIONS TOTAL:	1,0/3.96 11,819.08 15,202.98 53,417.04
FIRST RESPONDERS OUTFITTERS, INC	UNIFORMS/LUDWIG BELT/WIFORD CREDIT MEMO ACCESSORIES ACCESSORIES UNIFORMS MCCULLOUGH SHIPPING CHARGES CREDIT MEMO TACTCAL PANTS UNIFORMS/BROWN UNIFORMS/WHITE PANTS/ THOMPSON	GENERAL FUND	POLICE	73.42 81.63 340.35- 9.13 290.91 0.30 17.95 18.00- 82.99 1,358.04 909.76 62.99 2,528.77
GALLS LLC	BOOTS/THOMPSON UNIFORMS/MARCH/MARRIOT UNIFORMS DUTY WEAR	GENERAL FUND GENERAL FUND GENERAL FUND	POLICE POLICE FIRE FIRE TOTAL:	150.31 212.19 1,389.24 126.00 1,877.74
HAWKINS, INC	SUPPLIES	WATER FUND	TREATMENT PLANT TOTAL:	20.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HIGHER CALLING TECHNOLOGIES LLC	CABLE BROADCAST	GENERAL FUND	AUDITORIUM ARTS CENTER TOTAL:	79.99
HUTCHINSON SALT COMPANY, INC	ACCT 1737	GENERAL FUND	STREET TOTAL:	1,615.73
INTERNATIONAL INST OF MUNICIPAL CLERKS	К. WHEAT	GENERAL FUND	CITY MANAGER TOTAL:	125.00
J&K WINDOWSHINE	PD WINDOW CLEANING	GENERAL FUND	POLICE TOTAL:	75.00
JIM ZALESKI	REIM MILEAGE/MEALS REIM MILEAGE/MEALS	ECONOMIC DEV SALES ECONOMIC DEV SALES	ECONOMIC DEV SALES TAX CONOMIC DEV SALES TAX TOTAL:	834.52 310.50 1,145.02
JOCKS NITCH	SHIRTS	GENERAL FUND	POLICE TOTAL:	282.00
JOHN TOOTLE	BAG PIPER/KARIM	GENERAL FUND	POLICE TOTAL:	517.50
KANSAS GAS SERVICE	200 HEACOCK	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	1,355.50
KDOT - BUREAU OF FISCAL SERVICES	VIN# DW444JZ594837 VIN# DW444JZ594837	PUB SAFETY SALES T NEW EQUIPMENT RESE	PUB SAFETY SALES TAX NEW EQUIPMENT RESERVE TOTAL:	19, 380.75 33, 619.25 53, 000.00
KU EDWARDS CAMPUS	WORKSHOP/WIFORD	GENERAL FUND	POLICE TOTAL:	80.00
LABETTE AVENUE	RECRUITMENT ADS	GENERAL FUND	POLICE TOTAL:	378.00
LASSEN PRINTING SERVICES	LAKE PERMITS 2024	WATER FUND	LAKE TOTAL:	376.30
MSM SYSTEMS INC,	RENT FOR PROJECTOR/KARIM	GENERAL FUND	AUDITORIUM ARTS CENTER TOTAL:	500.00
NORTHERN SAFETY CO INC	SUPPLIES	SEWER FUND	COLLECTIONS TOTAL:	303.60
O'REILLY AUTOMOTIVE	ACCT 13815	GENERAL FUND MAINTENANCE FUND	GENERAL ADMINISTRATIVE POLICE POLICE FIRE STREET PARK PARK MAINTENANCE FUND MAINTENANCE FUND MAINTENANCE FUND MAINTENANCE FUND MAINTENANCE FUND MAINTENANCE FUND	10.99 6.08 40.78 80.94 33.00 19.99 6.49 44.00– 23.26 69.68 50.08

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02-01-2024 09:37 AM	COMMISSION REI	PORT	PAGE:	4
VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	ACCT 13815	MAINTENANCE FUND SEWER FUND SEWER FUND SEWER FUND SANITATION FUND SANITATION FUND	MAINTENANCE FUND COLLECTIONS COLLECTIONS COLLECTIONS SANITATION FUND SANITATION FUND SANITATION FUND SANITATION FUND	36.64 9.00 69.47 317.96 174.38 28.64 75.72 44.99 146.88 138.93 32.29 23.99 61.76 107.02 94.06 5.98
PACE ANALYTICAL SERV INC	WEEKLY	SEWER FUND	TREATMENT PLANT TOTAL:	677.90
PARKSON CORPORATION	SUPPLIES	SEWER FUND	TREATMENT PLANT TOTAL:	238.00
PARSONS HOSPITALITY HOLDING, LLC	JAN 2024 COM DEVELOPMENT	TOURISM	TOURISM TOTAL:	2,150.46
PITNEY BOWES INC	LEASE	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	477.66
PRI MANAGEMENT GROUP	EDUCATION	GENERAL FUND	POLICE TOTAL:	279.00
QUILL CORPORATION	SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE POLICE POLICE POLICE POLICE TOTAL:	31.98 287.82 247.98 242.98 36.99 69.99 1,106.73
R & F FARM SUPPLY INC	SUPPLIES	GENERAL FUND	STREET TOTAL:	399.13
SEK AUTO SALES INC	REPAIRS REPAIRS	WATER FUND WATER FUND	DISTRIBUTION LAKE TOTAL:	27.99 22.99 50.98
SPARKLIGHT	110475167	GENERAL FUND	POLICE TOTAL:	142.45
T H ROGERS LUMBER CO	SUPPLIES	GENERAL FUND	STREET TOTAL:	250.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
THOMAS IMPLEMENT INC	PARTS	GENERAL FUND:	STREET TOTAL:	481.50 481.50
TOMMY J TROLLOPE	SUPPLIES	SEWER FUND	TREATMENT PLANT TOTAL:	782.00
UNEMPLOYMENT INSURANCE SERVICES	QTR SERVICE FEES	GENERAL FUND	CITY MANAGER TOTAL:	112.50
UPLINK	SECRUITY MONITORING	GENERAL FUND	POLICE TOTAL:	30.00

137,663.88	GRAND TOTAL:
396.82	SANITATION FUND
20,837.83	SEWER FUND
15,305.21	WATER FUND
390.00	PARSONS MUSEUM
33,619.25	NEW EQUIPMENT RESERVE
2,402.77	ECONOMIC DEV SALES TAX
19,380.75	PUB SAFETY SALES TAX
1,173.42	MAINTENANCE FUND
2,150.46	TOURISM
42,007.37	GENERAL FUND
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TOTAL PAGES:

# Memorandum

City of Parsons

Engineering/Public Works Departments

TO:

Debbie Lamb, City Manager

FROM:

Darrell Moyer, Director of Engineering/Public Works

DATE:

January 17, 2024

RE:

Invoice No. INV-0004217849, from TranSystems

Please include the following item on the City Commission consent agenda for consideration at the February 5, 2024 meeting:

# Invoice No. INV-0004217849, from TranSystems

TranSystem has submitted the Payment Invoice No. INV-0004217849, for \$2,540.00, for professional services through August 25th, 2023 for US 59 KDOT SP-Clark to Dirr

# **Action Request**

Approve Payment Invoice No. INV-0004217849, for \$2,540.00

Darrell Moyer

Director of Engineering/Public Works



Invoice

Please remit payment to: P.O. Box 71368 Chicago, IL 60694-1368

If you have any questions, please call: (620) 331-3999

TranSystems Corporation www.transystems.com

Client:

City of Parsons, KS Attn: Darrell Moyer - Engineering Supervisor 112 S. 17th Street P.O. Box 1037 Parsons, KS 67357 Reference:

Invoice Date: 9/1/2023
Project No: P112220012
Invoice No: INV-0004217849

Aug 23

Project Name: US 59 KDOT SP - Clark to Dirr

For professional services rendered through August 25, 2023 for the above referenced project.

Staff Type	Name	Rate	Hours	Amount
Labor				
Construction Services II	Trista N. Bynum	78.00	10.00	\$780.00
Construction Services IV	Jon L. Johnson	176.00	10.00	\$1,760.00
Total Labor			20.00	\$2,540.00
Invoice Total				\$2.540.00

**TranSystems Corporation** 

Jon L. Johnson

Project Manager

TERMS: PAYABLE UPON RECEIPT

1 1/2% INTEREST CHARGE PER MONTH WILL BE ADDED TO ALL PAST DUE INVOICES OLDER THAN 45 DAYS IF INDICATED IN THE CONTRACT TERMS



## Memorandum

City of Parsons

Engineering/Public Works Departments

TO:

Debbie Lamb, City Manager

FROM:

Darrell Moyer, Director of Engineering/Public Works

**DATE:** 

January 17, 2024

RE:

Invoice No. INV-0004241979, from TranSystems

Please include the following item on the City Commission consent agenda for consideration at the February 5, 2024 meeting:

## Invoice No. INV-0004241979, from TranSystems

TranSystem has submitted the Payment Invoice No. INV-0004241979, for \$12,446.75, for professional services through September 22, 2023 for US 59 KDOT SP-Clark to Dirr

# **Action Request**

Approve Payment Invoice No. INV-0004241979, for \$12,446.75

Darrell Moyer

Director of Engineering/Public Works



# Invoice

Please remit payment to: P.O. Box 71368 Chicago, IL 60694-1368

If you have any questions, please call: (620) 331-3999

TranSystems Corporation

www.transystems.com

Client:

City of Parsons, KS Attn: Darrell Moyer - Engineering Supervisor 112 S. 17th Street P.O. Box 1037 Parsons, KS 67357 Reference:

Invoice Date: 9/29/2023
Project No: P112220012

Project Name: US 59 KDOT SP - Clark to Dirr

For professional services rendered through September 22, 2023 for the above referenced project.

Staff Type	Name	Rate	Hours	Amount
Labor				
Construction Services II	Robert D. Miller	78.00	102.00	\$7,956.00
	Trista N. Bynum	78.00	38.00	\$2,964.00
Construction Services IV	Jon L. Johnson	176.00	7.00	\$1,232.00
Total Labor			147.00	\$12,152.00
Reimbursables				
Mileage - Personal Vehicle				\$294.75
Total Reimbursables				\$294.75
Invoice Total				\$12,446.75

**TranSystems Corporation** 

Jon L. Johnson Project Manager

**TERMS: PAYABLE UPON RECEIPT** 

1 1/2% INTEREST CHARGE PER MONTH WILL BE ADDED TO ALL PAST DUE INVOICES OLDER THAN 45 DAYS IF INDICATED IN THE CONTRACT TERMS

# Memorandum

City of Parsons

Engineering/Public Works Departments

TO:

Debbie Lamb, City Manager

FROM:

Darrell Moyer, Director of Engineering/Public Works

DATE:

January 17, 2024

RE:

Invoice No. INV-0004302210, from TranSystems

Please include the following item on the City Commission consent agenda for consideration at the February 5, 2024 meeting:

# Invoice No. INV-0004302210, from TranSystems

TranSystem has submitted the Payment Request #1 for Invoice No. INV-0004302210, for \$391.58, for professional services RE: Design work for the Tolen Creek Trail Project through November 24, 2023.

# **Action Request**

Approve Payment Invoice No. INV-0004302210, for \$391.58

Darrell Moyer

Darrell Moyer

Director of Engineering/Public Works





TranSystems Corporation

www.transystems.com

Please remit payment to: P.O. Box 71368 Chicago, IL 60694-1368

If you have any questions, please call: (620) 331-3999

Client:

City of Parsons, KS Attn: Darrell Moyer - Engineering Supervisor 112 S. 17th Street P.O. Box 1037 Parsons, KS 67357 Reference:

Invoice Date: 12/1/2023
Project No: P112220004
Invoice No: INV-0004302210 4

Project Name: Design for Tolen Creek Trail

For professional services rendered through November 24, 2023 for the above referenced project.

Reimbursables	
Lodging	\$122.23
Meals	\$17.83
Mileage - Personal Vehicle	<b>\$2</b> 51.52
Total Reimbursables	\$391.58
Invoice Total	\$391.58

**TranSystems Corporation** 

Jon L. Johnson

Project Manager

**TERMS: PAYABLE UPON RECEIPT** 

1 1/2% INTEREST CHARGE PER MONTH WILL BE ADDED TO ALL PAST DUE INVOICES OLDER THAN 45 DAYS IF INDICATED IN THE CONTRACT TERMS

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# Memorandum

City of Parsons

Engineering/Public Works Departments

TO:

Debbie Lamb, City Manager

**FROM:** 

Darrell Moyer, Director of Engineering/Public Works

**DATE:** 

January 31, 2024

RE:

Pay Request #2, Invoice No. INV-0004350199, from TranSystems

Please include the following item on the City Commission consent agenda for consideration at the February 5, 2024 meeting:

# Invoice No. INV-0004350199, from TranSystems

TranSystem has submitted Pay Request #2, Invoice No. INV-0004350199, for \$8,478.00, for design services through December 22, 2023 for Tolen Creek Trail

# **Action Request**

Approve Pay request #2, Invoice No. INV-000435199, for \$8,478.00

Darrell Moyer

Director of Engineering/Public Works



Invoice

Please remit payment to: P.O. Box 71368 Chicago, IL 60694-1368

If you have any questions, please call: (620) 331-3999

TranSystems Corporation

www.transystems.com

Client:

City of Parsons, KS Attn: Darrell Moyer - Engineering Supervisor 112 S. 17th Street P.O. Box 1037 Parsons, KS 67357 Reference:

Invoice Date: 12/29/2023 Project No: P112220004 Invoice No: INV-0004350199

Project Name: Design for Tolen Creek Trail

For professional services rendered through December 22, 2023 for the above referenced project.

Staff Type	Name	Rate	Hours	Amount
Labor				
Administrative II	Cheri L. Fuller	98.00	3.00	\$294.00
Civil Engineer 5	Shawn D. Turner	372.00	22.00	\$8,184.00
Total Labor			25.00	\$8,478.00
Reimbursables				
Lodging				\$122.23
Meals				\$17.83
Mileage - Personal Vehicle				\$251.52
Total Reimbursables				\$391.58
Invoice Total				\$8,869.58

TranSystems Corporation

Jon L. Johnson

Project Manager

Please only Pay \$8,478.00 on this invoice

Thank you

TERMS: PAYABLE UPON RECEIPT

1 1/2% INTEREST CHARGE PER MONTH WILL BE ADDED TO ALL PAST DUE INVOICES OLDER THAN 45 DAYS IF INDICATED IN THE CONTRACT TERMS

# Memorandum

City of Parsons Utilities Department

TO:

Debbie Lamb, City Manager

FROM:

Derek Clevenger, Director of Utilities \_\_\_\_\_\_\_\_

DATE:

January 30, 2024

RE:

Pay Request No. 6, 21st Street Basin, Rosewood Basin, and

Downtown Basin Rehab Design

Please include the following item on the City Commission consent agenda for consideration at the February 6, 2024 meeting:

# Pay Request No. 6, 21st Street Basin, Rosewood Basin, and Downtown Basin Rehab

## **Project Details**

HDR entered into an engineering agreement with the City for Design of 21st Street Basin, Rosewood Basin, and Downtown Basin Rehab.

Task 1 Project Management	\$12,000.00
Task 2 21 <sup>st</sup> Street Basin Design	\$162,000.00
Task 3 Rosewood Basin Design	\$53,000.00
Task 4 Downtown Design	\$48,000.00
Total	\$275,000.00

This pay request is for \$29,630.00 for work completed through 12/30/23.

# **Funding Source**

**EPA** Compliance Funds

# **Action Request**

Approve and authorize payment for Pay Request No. 6, in the amount of \$29,630.00 to HDR Engineering, Inc. for Design of 21st Street Basin, Rosewood Basin, and Downtown Basin Rehab.

HDR Engineering, Inc. Kansas City, MO 64131 816-360-2700

#### Invoice

Please send remittance with copy of invoice to HDR, Inc. US Engineering Accounts Receivable PO Box 74008202 Chicago, IL 60674-8202

To: Client #6363

City of Parsons, KS Derek Clevenger 112S. 17th Street PO Box 1037 Parsons, KS, 67357

HDR Invoice No. Invoice Date Month Ending HDR Project No. 1200588616 1/15/2024 12/30/2023 10374043

For professional services related to....
2023 Sewer Rehabilitation Project: N & S 21st Street Basins, Rosewood Neighborhood, and Downtown

#### Invoice Period through 12/30/23

Professional Engineering Services	gii 12100	Fee	% Complete	-11	Fee Earned To Date	_	Previously Invoiced	_	Current Amount Due
Task 1 - Project Management Task 2 - Final Design - 21st Street Basins (N&S) Task 3 - Survey & Final Design - Rosewood Task 4 - Final Design - Downtown Overall Project	\$ \$ \$	12,000.00 162,000.00 53,000.00 48,000.00	79% 50% 33% 30%	\$	9,500.00 81,000.00 17,490.00 14,400.00	5 \$ \$ 5	9,000.00 53,460.00 15,900.00 14,400.00	\$	500.00 27,540.00 1,590.
TOTAL AMOUNT DUE THIS INVOICE	ş	275,000.00	45%	\$	122,390.00	\$	92,760.00	\$	29,630.00 29,630.00

TOTAL FEE	\$ 275,000.00
TOTAL AMOUNT BILLED TO DATE	\$ 122,390.00
TOTAL FEE REMAINING	\$ 152,610.00

Approved By: Eric Farrow, P.E.



January 12, 2024

Mr. Derek Clevenger Utilities Director 112 S. 17<sup>th</sup> Street PO Box 1037 Parsons, KS 67357

Re:

Invoice Summary – December 2023
Sewer Rehabilitation Project (21st St, Rosewood Neighborhood, and Downtown Basins)
HDR Project No. 10374043

Derek,

Attached is HDR's invoice for services completed in December 2023.

- HDR continued ongoing coordination with the City regarding requests for information. HDR received the manhole inspection reports provided by the City on 11/3/2023. Outstanding requests include:
  - a. MH Inspection forms for 21st Street Basin South, and MH 21N-209 through MH 21N-227A.
  - b. City's list of abandoned homes and confirm whether field staff verified the Rosewood CCTV locations.
- 2. HDR continued production of plan sheets for the next submittal including the 21st Street North basin.
- 3. HDR prepared a preliminary alignment of the sewer extension to the Rosewood pump station and will submit a revised plan set for City review on January 12<sup>th</sup>.
- HDR developed a 60% Design copy of the technical specifications. Specifications will be submitted to the City for review the week of January 15<sup>th</sup>.

Please do not hesitate to contact me with any questions at 816-347-1105.

Sincerely,

Eric Farrow, P.E.

Project Manager

hdring\_com

30

#### Memorandum

City of Parsons

Engineering/Public Works

TO:

Debbie Lamb, City Manager

FROM:

Darrell Moyer, Director of Engineering & Public Works

DATE:

January 30, 2024

RE:

Pay Request #3 for work provided between 8/1/23 – 12/20/23 for Project 2023-05 at the Kansas Law Enforcement Training facility, 2103 Corning from Hinman Construction in the amount of \$30,480.00

Please include the following item on the City Commission consent agenda for consideration at the February 6, 2024, City Commission Meeting:

#### Pay Request # 3 from Hinman Construction for Project 2023-05

#### Information

Pay Request #3 for work provided between 8/1/23 – 12/20/23 on Project 2023-05 at the Kansas Law Enforcement Training facility, 2103 Corning, from Hinman Construction in the amount of \$30,480.00

#### Recommendation

Approve

Darrell Moyer

Director of Engineering/Public Works

## Greg Hinman Construction

Greg Hinman 14660 Sue Street Erie, KS 66733 620-820-1683 Invoice

#PD4 12/20/2023

Bill To:

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

Renovations for police simulator at 2103 Corning.

Payment Request I	No3		
For Period From	8/1/2023	To 12/20/2023	
3. Adjusted Contract	t Amount	The state of the s	
4. Amount of Work (	Completed to Da	ate	
5. Total to Date			
б. Less: Amount Reta	ained	-	
7. Less: Previous Pay	ment		
8: Amount Due This F	Request		

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NET INCOME/LOSS					-21,689	-13,937	-21,302	-24,104	-22,105	-6935	11405	23342	0	14662	25845	23085
Total # of Days Open	52		69	8	58	47	55	51	57	49	52	55	0	23		59

The Parsons Recreation Commission is equipped and interested in operating the personnel, programming and concessions aspects of the swimming pool operations for the City for the year 2024 summer season; and

The City of Parsons will conduct the maintenance of the swimming pool, filtration system, chemical regulation system, related equipment, and structures of the swimming pool facility, this includes setting up the pool, pre-season and turned over to PRC in a turn-key manner in preparation of opening.

The parties to this agreement wish to state their obligations and duties more definitely to each other.

In consideration of the mutual promises and undertakings set forth, the City of Parsons, Kansas and the Parsons Recreation Commission agree as follows:

Section 1. The PRC agrees to operate personnel, programming, management, and concessions in accordance with the terms of this agreement including daily maintenance of leisure & recreational equipment, and general housekeeping of the bath house and concession area. The PRC shall operate the Pool in accordance with this agreement, all applicable laws, and regulations, and consistent with industry recognized best-practices. The City shall maintain the Pool, the Pool filtration system, the chemical regulation system, operating equipment, and the bath house, and provide other support services as specifically stated in this agreement.

#### Section 2. The PRC shall:

- a. Coordinate and direct the daily operations of the Pool. The PRC shall employ sufficient personnel to maintain patron safety and to operate and perform routine cleansing of the Pool and concessions in accordance with the obligations stated herein, and shall provide the necessary and prudent programming including, but not limited to, swimming lessons.
- b. Be responsible for any damage, either willful or not, to any mechanical, structural, or other equipment to which it has access or is under PRC control.
- c. Administer the financial responsibilities, collect, identify, and report the appropriate accounts receivables and accounts payable, payroll and other monetary responsibilities in a manner that will provide accurate, reliable information to the PRC board and to City staff regarding the operation of the Pool.

- d. Collect revenues from the Pool operation and be responsible for paying all salaries, training employees, telephone utility costs and concession supplies from collected revenue.
- e. Maintain and repair deck furniture, safety equipment and picnic tables as necessary. The PRC further agrees to remove any broken, irreparable, or inoperable furniture or equipment from the premises.
- f. Provide a general accounting of all revenues and expenses for all operations relating to the operation of the Pool to the City Manager by September 30, 2022.
- g. Do all things necessary and prudent for the protection of the Pool, its employees, and the patrons who use the Pool.
- h. Maintain adequate liability insurance.
  - i. Open the pool to patrons on Memorial Day weekend (Sunday) and keep the pool open through the end of the second week in August. Pool hours will be 1p-7p, Sunday through Thursday and 1p-8p, Friday-Saturday.
  - j. Only under the following conditions will PRC close the pool:
    - o Persistent lightning
    - o Air temperature 72 or lower
    - o Water temperature lower than 70
    - Unsafe water conditions: sever imbalance of chemicals, chlorine leak, extreme murky water.
    - o Extreme lack of patron business

#### Section 3. The City shall:

- a. Oversee and maintain the Pool filtration and chemical regulation systems.
- b. Perform all major maintenance and repair of the Pool facilities. (See Exhibit B for details)
- c. Provide an operator trained in pool chemical maintenance to handle all chlorine operations of the Pool, as well as chemicals required to maintain proper pool chemistry levels.
- d. Provide Water, Sewer, Electric, and Gas utilities necessary to the operation of the Pool.

- e. Not pay for: (i) salaries, benefits, training of employees who work for the PRC at the Pool; or (ii) telephone, concession, or supplies used at the Pool.
- f. Pay to the PRC one lump sum payment of \$11,000 before June 1 so that the Executive Director may administer expenditures needed for the optimum operation of the Pool and its programs. The City shall be responsible for the ordering and purchasing of any chemicals needed for the safe operation of the Pool. Should a deficit of expenses over revenues in the PRC operating budget occur, the PRC shall be liable for all such deficits.
- g. Maintain adequate property insurance.
- h. Budget for the replacement of deck furniture as required.
- Section 4. Term. The effective term of this contract shall be from January 1, 2024 through December 31, 2024. It shall be annually renewable upon the written approval of both the PRC and the City following action in their respective regular meetings.

#### Section 5.

#### Termination:

a. Either party can terminate this agreement by providing ten (10) business days written notice to the following persons:

CITY OF PARSONS
Debbie Lamb, City Manager

**PRC** 

Gary Crissman, Executive Director

- b. Termination of this agreement does not require cause. Either party may terminate this agreement by merely stating their intent to do so in writing and complying with the notice requirements.
- c. If the PRC shall terminate this agreement prior to August 1, 2024, then the PRC shall refund to the City' a pro-rata portion of the eleven-thousand-dollar payment referenced in Section 3.f which bears the same proportion as:

the number of days before August 1, 2024 this agreement has been terminated to the number of days this agreement has been in effect.

- Section 6. Indemnification. The PRC shall indemnify, defend, and hold the City harmless of and from any costs, judgments, liabilities, penalties, expenses (including the City's reasonable attorney fees) resulting from, arising out of, or in any way connected with the PRC's operation of the Pool.
- Section 7. State Law. The laws of the State of Kansas shall govern the construction and interpretation of this agreement.
- Section 8. Authority to Execute. Each party specifically promises that it has the authority to sign this agreement.
- Entire Agreement. This agreement shall be deemed to include the agreement between the parties hereto, and it is agreed that neither the City nor anyone acting on its behalf has made any statement, promise, or agreement or assumed any obligation whatsoever, whether verbally or in writing, in conflict with the terms of this agreement, or that in any way modified, varies, alters, enlarges, or invalidates any of the provisions hereof, or extend the term of this agreement, and that no obligations of the City shall be implied in addition to the obligations herein expressed. This agreement cannot be changed orally, but only by an agreement in writing signed by the city and the PRC.

Ereic Strait, Mayor	Gary Crissman,
	Executive Director

## Exhibit A Parsons Recreation Commission

- ➤ Clean pool as designated with pool vacuum. Clean and maintain the pool vacuum.
- Clean and maintain pool deck, bath house and grounds inside the pool fence daily.

- > Provide a pool manager capable of providing assistance to the City as directed in monitoring water levels and administering chemicals.
- Apply two coats of wax to the slides in the spring and one coat monthly until pool closes.
- > Prepare requests for maintenance to be delivered to the Director of Public Works via the PRC Director.
- Maintain outside the fences, including all plant material.
- > Open pool each day
- > Pick up all trash on facility grounds each day.
- > Operate facility and concessions and keep area clean.
- Make decision on wen to close pool, if weather dictates
- > Report maintenance problems to the Public Works Director and work to resolve same.

#### Exhibit B City of Parsons

- Monitor Pool Chemicals on a daily basis and record and report the readings.
- Maintain all mechanical systems of the pool.
- Add "shock" and "copper" as needed to keep the water chemistry in balance or instruct pool manager to do the same.
  - Instruct the pool staff at the beginning of the season how to monitor pool chemicals and how to process maintenance requests through the PRC Director to the Director of Public Works.
  - Prepare pool to be opened in a turn-key fashion, by the second week of May.
- Respond to requests for maintenance issued only by the PRC Director.
- > Winterize and summerize the pumps and plumbing systems.
- > Report maintenance problems to the PRC Director and work to resolve same.
- > Monitor and order chlorine and Co2 tanks

- > Empty pool at end of season and winterize facility.
- > Remove all shade from structures at the end of each year.
- > Maintain the buildings and structures.

Kansa Department of Wildlife and Parks

Operations Office 512 SE 25th Ave. Pratt, KS 67124-8174

Brad Loveless, Secretary

Phone: (620) 672-5911 Fax: (620) 672-3013 www.ksoutdoors.com

Laura Kelly, Governor

January 16, 2024

#### Dear Land & Water Conservation Fund (LWCF) Recipient:

Enclosed is the annual operation and maintenance assurance statement (AOMAS) with a list of LWCF projects for which you have previously received awards. Also enclosed is information outlining your LWCF sites and the LWCF program in general. This information is provided as a tool to help you understand the LWCF program and your responsibilities as a subgrantee. Please keep this information for your records.

Please read the responsibilities listed on the blue AOMAS form and sign and return it to the attention of the KDWP State Park Division by <u>March 29, 2024</u>. Also, please fill out the Contact Information Update slip if the sponsor contact has changed since last year.

Keep in mind that any new improvements to the LWCF site must be approved by our office <u>prior</u> to development and must meet ADA requirements. Also remember that overhead lines are never permitted within a project's boundaries. Any future utility development at these facilities must be buried underground or relocated outside of the LWCF Boundary.

It is very important that LWCF guidelines are followed and that you return the blue AOMAS form. Your cooperation in maintaining your LWCF project is very important if you are interested in receiving future outdoor recreation funding.

We are now taking applications for new projects. If you would like to submit an application, please have them to our office by <u>September 13, 2024</u>. You can find information on the application process by going to www. https://ksoutdoors.com/State-Parks/Grants.

Feel free to call our office if you have any questions. Thank you for your dedication to providing outdoor recreation opportunities to your community.

Sincerely,

Riston Landwehr

LWCF Grant Coordinator, State Parks Division

Kansas Department of Wildlife and Parks

hutter Sundauber

## KANSAS DEPARTMENT OF WILDLIFE AND PARKS 512 SE 25th AVENUE

PRATT, KS 67124

#### 2024 ANNUAL OPERATION AND MAINTENANCE ASSURANCE STATEMENT Land & Water Conservation Fund (LWCF)

Whereas, City of Parsons has received financial assistance from the Land & Water Conservation Fund for the following project(s):

#### Project Title NPS Project No. Marvel Park Project 20-00200 Forrest Park Improvement 20-00239 Forest Park Imp & Swimming Pool 20-00355 The subgrantee does hereby assure that it: 1. will not convert any portion of a project area to other than public outdoor recreation use through sale, lease, easement, construction of non-outdoor recreation facilities or by any other means without prior approval and replacement of the converted property. (see Section 6(f)(3) of the LWCF act) A "project area" will generally include all or any outdoor recreation area which has received LWCF assistance; will not install any overhead electric or telephone lines on project areas; will maintain the project area and facilities in a safe, attractive, and inviting manner; will maintain sanitary facilities in accordance with local/state health standards; will make reasonable and prompt repairs on facilities funded with LWCF throughout their estimated lifetime to prevent undue or premature deterioration; 6. will keep facilities open for public use during reasonable hours of the day and times of the year; will permanently display a LWCF sign (symbol) at all project areas; will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975; 9. will not change, by addition or deletion, any structural features of facilities without prior review and approval of the Kansas Department of Wildlife and Parks and the National Park Service. 10. will submit any new development plans for the project site to Kansas Department of Wildlife and Parks prior to development, and all required permitting from the State Historical Preservation Office and all environmental approvals must be sent to Kansas Department of Wildlife and Parks for their files. City of Parsons Project Sponsor \*\* I certify that I have the authority to sign for this project sponsor \*\* Signature: Date:

Printed Name:



## Protecting Places that Matter



### **LWCF History**

Since 1965, the Land and Water Conservation Fund has been an active partner with states and communities in creating places that really matter: playgrounds alive with kids, well-used baseball diamonds and soccer fields, peaceful picnic areas, safe paths for walking and cycling, fast-paced basketball courts, popular beaches and pools, and scenic state parks.

But America's most productive conservation partnership does even more. The benefits of the Land and Water Conservation Fund extend beyond park and recreation facility construction and open space acquisition. The Fund also plays a major stewardship role, ensuring the integrity and recreational quality of Fund-assisted parks and conservation lands, now and for future generations.

### Protecting our Parklands Forever

One of the most important aspects to understand about LWCF assisted sites is that the sites are protected under LWCF stewardship <u>forever</u>.

The Fund's most important tool for ensuring long-term stewardship is its "conversion protection" requirement. Administered by the National Park Service in cooperation with states, this requirement, Section 6(f)(3) of the Land and Water Conservation Fund Act, strongly discourages casual discards and conversions of state and local park and recreation facilities to other uses.

SEC. 6(f)(3) No property acquired or developed with the assistance under this section shall, without the approval of the Secretary be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

Clearly, change is inevitable and sometimes — when all other alternatives have been carefully reviewed — conversions are deemed both necessary and desirable. When conversions are approved, the goal is always a "win-win" solution, balancing the needs of recreation and open space with other community needs. At the same time, the Fund's conversion protection language ensures that any changes or conversions from recreation use will bear an equivalent cost — a cost that guarantees that our nation's past investments in its treasured recreation and open space resources will be honored.

The conversion process (which is set forth in Title 36, Part 59.3 of the Code of Federal Regulations) includes a comprehensive review of key issues relating to recreation access and use, land valuation, and an assessment of its impact on the environment. The process takes time – from six months to more than a year depending on the complexity of the conversion and the replacement site – and is subject to concurrence by the State and the National Park Service.

## Understanding Stewardship Responsibilities

Stewardship responsibility for Fund-assisted state and local parks and recreation facilities is shared by the Land and Water Conservation Fund's three partners: the National Park Service, the State Sponsor (KDWP), and the local project sponsor (you). Stewardship duties are as follows:

Local sponsor (YOU): are responsible for local site stewardship, including:

- Public access and safety
- Basic maintenance
- All responsibilities outlined on the AOMAS statement

<u>State Sponsor</u> (KDWP): responsible for site stewardship at state parks and coordination with local sponsors, including:

- Periodic site visits KDWP conducts site visits every 5 years
- Working with local sponsors to ensure that LWCF stewardship goals are met

<u>National Park Service</u>: charged with the overall responsibility for protecting the integrity and recreational value of all state and local sites assisted by the Fund.

### State Sponsor Contact Information

Kansas Department of Wildlife and Parks administers the Land and Water Conservation Fund as the state sponsor. Our goal is to support and maintain the spirit of the Fund as we work to preserve outdoor recreation opportunities statewide through the state park system and local LWCF projects.

As the State sponsor, our office works directly with the local sponsors to ensure that LWCF goals are met statewide. We do this primarily through the Annual Operations and Maintenance Assurance Statement (AOMAS) and local site visits. AOMAS statements are sent yearly as a reminder of the stewardship responsibilities for the local sponsor; we ask that you sign this statement and return it to us as an acknowledgement of understanding. In addition to the AOMAS, KDWP conducts site visits every 5 years to ensure that Fund-assisted sites are still open and in compliance with LWCF goals.

Any questions or concerns you have regarding your LWCF assisted sites may be directed to:

Riston Landwehr Kansas State Parks 512 SE 25<sup>th</sup> Avenue Pratt, KS 67124

Email: riston.landwehr@ks.gov

Phone: 620-672-0741 Fax: 620-672-2972

#### Memorandum

City of Parsons Utilities Department

TO:

Debbie Lamb, City Manager

FROM:

Derek Clevenger, Director of Utilities

**DATE:** 

February 1, 2024

RE:

Approve and authorize the Mayor's signature on Professional

**Services Agreement Amendment** 

Please include the following item on the City Commission consent agenda for consideration at the February 6, 2024 meeting:

## Approve and authorize the Mayor's signature on Professional Services Agreement Amendment

This is a Professional Services Agreement Amendment between Trekk Design Group, LLC and the City of Parsons. This amendment attaches the KDHE SRF contract provisions signed by Trekk Design Group, LLC on December 1, 2023 into the Professional Service Agreement entered into on December 19, 2022 between the City of Parsons and Trekk Design Group, LLC. per KDHE requirements.

#### Action Request

Approve and authorize the Mayor's signature on Professional Services Agreement Amendment.

#### PROFESSIONAL SERVICES AGREEMENT AMENDMENT

NOW ON this	day of	, 2024, this Amendment is entered into by and
between TREKK Design	Group, LLC, (he	ereinafter referred to as the "TREKK") and the CITY
		referred to as the "City").

WHEREAS, on December 19, 2022, the City of Parsons and TREKK Design Group, LLC entered into a Professional Services Agreement whereby TREKK agreed to assist the City with the City's lead service inventory project; and

WHEREAS, on December 1, 2023, TREKK executed two documents required by the Kansas Department of Health and Environment regarding SRF provisions normally included in contracts funded in part by grants/loans from the State of Kansas or Federal Government. However, KDHE is requiring the original Professional Services Agreement entered into by the parties in 2022 be amended to incorporate by reference the SRF provisions executed by TREKK on December 1, 2023;

NOW THEREFORE, in consideration of the premises hereinafter contained, the parties agree the Professional Services Agreement entered into between the parties on December 19, 2022, be amended to incorporate by reference and become a part of the agreement the following documents executed by TREKK:

State of Kansas Act Against Discrimination Contract Provision Certification Form signed on December 1, 2023 (Exhibit A)

Certification Regarding Lobbying signed on December 1, 2023 (Exhibit B)

Exhibits A and B shall hereby be in full force and effect as if adopted and made a part of the original Professional Services Agreement. All other provisions of the December 1, 2022, Professional Services Agreement shall remain in full force and effect as written unless specifically changed herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above written.

by:	(signature)
President	(printed name)
City of Parsons	
by:Eric Straight, Mayor	
Attest:	
by:Robyn_Baker_City_Clerk	

# KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS

## STATE OF KANSAS ACT AGAINST DISCRIMINATION CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO. MUNICIPALITY City of Parsons	CONTRACTOR'S SIGNATURE
O	TITLE CEO/Maraging Musker
SRF PROJECT NO. 3/93	DATE 12/1/23

48



#### **KDHE PROJECT #**

#### **CERTIFICATION REGARDING LOBBYING**

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Kubeh Robert CES/Maragina Maker
Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

EPA Form 6600-06 (Rev. 06/2008) Previous editions are obsolete

Revision 09-13-2023

SRF Provisions for Consultant Contracts Page 3

#### **Contract Provisions for Equal Opportunity**

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
- 7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### Contract Provisions for the Kansas Act Against Discrimination

- (a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:
  - (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
  - (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
  - (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
  - (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
  - (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- (b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.
- (c) The provisions of this section shall not apply to a contract entered into by a contractor:
  - (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

#### Contract Provisions for Restrictions on Lobbying

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. A Certification form must be submitted with the bid documents.

#### Contract Provisions for the Trafficking Victims Protection Act of 2000

The Contractor, its employees, sub-contractors, and sub-contractors employees under any SRF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

#### Contract Provisions for Suspension and Debarment

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

#### **Contract Provisions for Non Discrimination**

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

#### **Contract Provisions for Non Segregated Facilities**

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.



#### PROFESSIONAL SERVICES AGREEMENT

#### Parsons, Kansas Lead Service Inventory

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter the "Agreement") made as of this day of <u>Detember</u> 2022, by and between Parsons, Kansas, a Municipal Corporation (hereinafter the "City"), and TREKK DESIGN GROUP, LLC (hereinafter the "Consultant").

**WHEREAS**, the City is in need of professional assistance in a technical field to prepare plans and specifications for the City of Parsons, Kansas Lead Service Inventory Project more fully described on Exhibit A attached hereto (hereinafter the "Project");

**WHEREAS**, the Consultant represents that it has sufficient experience and qualified personnel to perform, and the City desires the Consultant to perform, the professional services more fully described on Exhibit A attached hereto; and

**WHEREAS**, the City has determined, based upon information provided by the Consultant that Consultant is qualified to provide the professional services described herein.

**NOW, THEREFORE**, the City and the Consultant, in consideration of their mutual covenants herein, agree in respect to the performance of professional services by the Consultant and the payment for those services by the City as set forth below.

#### ARTICLE I Scope of Services

The Consultant shall provide for the City professional services listed in attached Exhibit A, "Scope of Services."

It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that the City may initiate deletions, modification or changes to the Services by advising the Consultant in writing of the change believed to be necessary. As soon thereafter as practicable, Consultant shall prepare a cost estimate of the change and shall inform the City of the adjustment in the compensation due Consultant under Article II applicable to such requested change. City shall then advise Consultant in writing of its approval or disapproval of the change. If City approves the change, a written contract amendment shall be executed by both parties and Consultant shall perform the services as changed and the adjustment in Consultant's compensation and/or the completion date set forth in the executed contract amendment shall become effective.

## ARTICLE II Compensation

The City shall the pay the Consultant for services performed as outlined in Article I as set forth on Exhibit B attached hereto.

## ARTICLE III Schedule

The Consultant agrees to complete the services outlined in Article I within a time frame as lined out in Exhibit C. In absence of written directions to the contrary, receipt of the executed Agreement shall be the Consultant's Notice to Proceed. The contract time includes reasonable review time by the City, and any other applicable governmental agencies.

Solely at the discretion of the City, an extension in time may be granted to the Consultant for delays determined by the City as unavoidable. Consultant may request extension of time stating fully the reasons for such request. Extensions for unavoidable delays shall be made in accordance with Article VI, Section 5.3 herein.

## ARTICLE IV City's Responsibilities

City shall perform the following in a timely manner so as not to unreasonably delay the services of the Consultant:

- Provide design objectives and constraints, capacity and performance requirements, and budgetary limitations for the Project;
- 2. Furnish reports, plans and surveys in its possession that pertain to the Project. Except for reports and surveys prepared specifically for this Project, the Consultant shall have an obligation to independently verify the information contained in reports, plans, surveys and maps, which are furnished by the City. City shall notify Consultant of any known material errors or omissions in the information provided;
- Arrange for access to enter upon public and private property as required for Consultant to perform services under this Agreement;
- 4. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by Consultant, obtain advice of attorney, insurance counselor and other consultant as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant;
- 5. Sign and submit permits required by other local, state, and federal agencies;
- 6. Identify, in writing, a primary point of contact through whom all communications to the Consultant shall be issued.

## ARTICLE V Consultant's Responsibilities

In addition to the basic services identified in Article I "Scope of Services" the Consultant shall do the following:

- Comply with local, state and federal rules, regulations and laws pertaining to this Agreement that are applicable at the time the Consultant designs the Project, regardless of whether such requirements are specifically referred to in this Agreement. Consultant shall protect and indemnify the City and its officers and agents against any claims or liability to the extent caused by any violation of the same;
- 2. Submit interim drafts and coordinate and attend draft review meetings as needed to meet Project requirements and City's design standards, and prepare final plans and specifications as required in Exhibit B, "Compensation;"
- Immediately upon expiration or termination of the Agreement, return to the City all of the studies, maps, and other data furnished to the Consultant by the City pursuant to this Agreement;
- 4. To the greatest extent permitted by law, indemnify and hold harmless the City, its elected officials, officers, employees, , from damages, losses and expenses, including reasonable attorneys' fees, to the extent resulting from the performance of Consultant's services, but only to the extent the damage, loss, or expense is caused by the negligent or intentional act, error or omission of the Consultant, its sub consultants, anyone employed or retained by any of them, or anyone for whose acts any of them may be liable
- 5. Maintain throughout the duration of this Agreement insurance in the following minimum amounts:

(a)	Workers' Compensation and Employers' Liability	
	Worker's Compensation	Statutory
	Employers' Liability	\$1,000,000 each employee
		\$1,000,000 each accident
		\$1,000,000 policy limit
(b)	Comprehensive Automobile Liability	
	Bodily Injury	\$1,000,000 each person
		\$1,000,000 each accident
	Property Damage	\$1,000,000 each occurrence
(c)	Comprehensive General Liability	
	Bodily Injury	\$2,000,000 each person
		\$2,000,000 each accident
	Property Damage	\$2,000,000 each occurrence

\$2,000,000 per claim

\$2,000,000 annual aggregate

(d) Professional Liability Insurance

Consultant shall provide City with certification thereof upon request. All general liability and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed by the City in writing. All insurance carriers must be licensed to do business in the State of Kansas; carry a Best's policyholder rating of "A" or better and/or that is acceptable to the City. Consultant shall provide City with a certificate of insurance showing such coverage and naming the City as an additional insured. In the event such insurance coverage is canceled, the City shall be notified immediately;

- 6. Employ persons qualified to efficiently perform the obligations and duties of the Consultant under this Agreement. If the City shall so direct, the Consultant shall remove from the Project any engineer, architect, surveyor, appraiser or other person employed by the Consultant in connection with the work;
- 7. Furnish right-of-way and easement descriptions for negotiations, eminent domain proceedings, and maps and sketches as required by City; and
- 8. Notify the City in writing in accordance with Article I of any changes in services, fees or schedules.

#### **ARTICLE VI**

#### Miscellaneous

- 1. <u>Controlling law.</u> This Agreement is to be governed by the laws of the State of Kansas.
- 2. <u>Assignment</u>. None of the obligations of the Consultant under this Agreement shall be assigned without the approval in writing of the City.
- 3. <u>Binding on Successors</u>. This Agreement is binding upon and fully enforceable against the successors and assigns of the Consultant, whether or not consented to by the City.
- 4. Reuse of Information. Consultant shall retain ownership of information, including reports, surveys, designs, presentation graphics and creative products, furnished under this Agreement. Provided, however, City's right of reuse shall be unlimited in frequency and quantity and may be for completion of the Project, an extension of the Project by parties other than the Consultant, or for uses unrelated to the Project. When information is subject to third party royalties or license agreements, City shall pay such royalties and license fees associated with the reuse of the documents. City's reuse of the information without verification or adaptation by the Consultant shall be at the City's sole risk without liability or legal exposure to the Consultant. No additional compensation shall be due the Consultant for City's reuse of the information.

#### 5. <u>Termination for Default.</u>

#### 5.1 Default:

If the Consultant refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the City may notify the Consultant in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Consultant's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

#### 5.2 Compensation:

The City shall pay the Consultant the costs and expenses and reasonable profit for services performed by the Consultant prior to receipt of the notice of termination; however, the City may withhold from amounts due the Consultant such sums as the City deems to be necessary to protect the City against loss caused by the Consultant because of the default.

#### 5.3 Excuse for Nonperformance or Delayed Performance:

Except with respect to defaults of subcontractors, the Consultant shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Consultant has notified the City within 30 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City or any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of the causes set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Consultant to meet the terms of the Agreement. Upon request of the Consultant, the City shall ascertain the facts and extent of such failure, and, if the City determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Consultant's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience."

#### 5.4 Erroneous Termination for Default:

If, after notice of termination of the Consultant's right to proceed under the provisions of this Section, it is determined for any reason that the Consultant was not in default under the provisions of this Section, or that the delay was excusable under the provision of Subsection 5.3, and both the City and the Consultant agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. Otherwise, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Section entitled "Termination for Convenience."

#### Termination for Convenience.

#### 6.1 Termination:

The City may, when the interests of the City so require, terminate this Agreement in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Consultant specifying the part of the Agreement terminated and when termination becomes effective.

#### 6.2 Consultant's Obligations:

The Consultant shall incur no further obligations in connection with the terminated services and on the date set in the notice of termination the Consultant will stop work to the extent specified.

#### 6.3 Compensation:

The City shall pay the Consultant the following amounts:

- (a) All costs and expenses incurred by the Consultant for work accepted by the City prior to the Consultant's receipt of the notice of termination, plus a reasonable profit for said work.
- (b) All costs and expenses incurred by the Consultant for work not yet accepted by the City but performed by the Consultant prior to receipt of the notice of termination, plus a reasonable profit for said work.
- (c) Anticipatory profit for work and service not performed by the Consultant shall not be allowed or paid under any circumstances.

#### Disputes.

7.1 The City and Consultant agree that disputes relative to the Project or this Agreement should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis of the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, the Consultant shall proceed with its services under this Agreement as though no dispute exists; and provided further, that no arbitration proceedings shall be initiated by Consultant without the prior written consent of the City.

#### Representations.

The Consultant states that:

- 8.1 The price submitted and the costs comprising same are independently arrived at without collusion.
- 8.2 The Consultant affirms it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person, or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide services to the City within two (2) years preceding the execution of this Agreement.
- 8.3 The Consultant represents that it has not retained and will not retain a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

#### 9. Equal Employment Opportunity.

During the performance of this Agreement, the Consultant agrees as follows:

9.1 The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Consultant will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but

not be limited, to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising: layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- 9.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry, and shall include the phrase "equal opportunity employer" or similar phrase approved by Kansas Commission on Human Rights.
- 9.3 The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.
- 9.4 The Consultant shall assure that it and all subcontractors will comply with this Section 9.
- 9.5 If the Consultant shall fail, refuse or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the Agreement and such Agreement may be terminated, canceled or suspended, in whole or in part, and the Consultant may be declared ineligible for any further City contract for a period of up to one year. Provided, that if an Agreement is terminated, canceled or suspended for failure to comply with this Section, the Consultant shall have no claims for damages against the City on account of such termination, cancellation or suspension or declaration of ineligibility.
- 9.6 The Consultant shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment section of this Agreement and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS § 2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS §§ 2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS § 3601 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, and amendments thereto). Such records shall at all times remain open to inspection by an individual designated by the City for such purpose.
- 9.7 The Consultant, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made part of this Agreement.

#### 10. Independent Contractor.

It is agreed that Consultant is an independent contractor to the City and shall not be considered an employee. Consultant shall be responsible for and pay all taxes and withholdings required by law upon the compensation paid under this Agreement, and shall indemnify and hold harmless the City from liability in connection therewith.

#### 11. Notice.

Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if said notice is personally delivered or sent by First Class mail, postage prepaid, to the party to whom said notice is to be given. Notices delivered in person shall be deemed to be served effective as of the date the notice is delivered. Notices sent by First Class mail shall be deemed to be served seventy-two (72) hours after the date said notice is postmarked to the addressee, postage prepaid.

Until changed by written notice given by one party to the other, notice to the Consultant shall be made at the address set forth following the Consultant's signature block. Notice to the City shall be made as follows:

City of Parsons, Miss Attn: Derek Clevenger – Director of Utilities PO Box 1037 Parsons, KS 67357 Phone: (620) 421-7020 Fax: (620)421-7089

Other correspondences may be sent to: TREKK Design Group, LLC Attn: Matthew Ridpath Springfield, MO 65807 Phone: (417) 890-9465

#### Phraseology.

In this Agreement, the singular includes the plural, the plural includes the singular and any gender includes the other gender.

#### 13. <u>Descriptive Headings.</u>

The descriptive headings of the provisions of this Agreement are formulated and used for convenience only and shall not be deemed to affect the meaning and construction of any such provision.

#### 14. Amendments.

This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.

#### 15. Invalidity.

In the event that any provision in this Agreement shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.

#### 16. Waiver.

The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right or remedy herein contained, should not be construed as a waiver or relinquishment for the future of such term,

provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.

#### 17. Merger.

This Agreement and the documents incorporated by reference constitute the entire agreement between the parties with respect to the professional services set forth herein. There are no verbal understandings, agreements, representations or warranties between the parties which are not expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties, both written and oral.

#### Verbal Statements Not Binding.

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all verbal statements of any and every official and/or other representative of the City, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement.

#### 19. Survivorship.

Notwithstanding the termination of this Agreement, Consultant's obligations with respect to indemnification (Article V, Section 4) and insurance (Article V, Section 5), and any other terms and conditions which by their nature should survive termination, shall survive the termination of this Agreement.

#### **ARTICLE VII**

#### **Exhibits**

The following Exhibits are attached to and made a part of this Agreement:

Exhibit A. "Scope of Services"

Exhibit B. "Compensation"

Exhibit C. "Project Schedule"

Exhibit D. "Affidavit of Work Authorization"

Attachment A. "Rate Schedule"

Attachment B. "Fee Estimate"

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF PARSONS, KANSAS

By:

Name: Kevin Cruse

Title:

Mayor

Attest:

TREKK Design Group, LLC

Ву:

Kimberly Robinett Managing Member

1411 E 104th Street

Kansas City, MO 64131

#### **EXHIBIT A**

#### SCOPE OF SERVICES

#### Scope of Services Lead Service Inventory - Parsons, Kansas

Professional services to be provided by TREKK shall include the collection of the lead service data for the City of Parsons, Kansas and any relevant information of the Water Distribution System for the EPA's required lead service inventory. Hereinafter, TREKK Design Group, LLC will be defined as the Consultant and City of Parsons, Kansas will be defined as the Client.

#### Task 1 - Project Administration

The Consultant will meet with Client during an initial "kick-off" meeting. The purpose of the initial meeting will be to discuss the Consultant's and Client's project goals and objectives, establish project limits, and field inspection procedures. The Consultant will provide Project Management and Administration including in-house project management, administration, budget tracking, and monthly invoice.

#### Task 2 - Public Outreach

The Consultant will assist the Client with the development of an informational website for the Lead Service Inventory project. The website will provide educational information on the requirements of the project, citizen involvement, and project expectations.

Consultant shall also develop an educational flyer as a mailer to be mailed to the residents, encouraging their participation in the program. Development of a doorhanger will also be completed to be left at properties where participation is still needed after the outreach part of the program. Up to two attempts with door hangers will be made.

Consultant will answer phone calls from residents and schedule appointments for the lead service evaluation. Coordination and status updates will be provided to the City for the number of properties that have participated will also be provided by the Client.

**Task 3 – Lead Service Field Evaluations** – Consultant will complete building evaluations of all residential properties located within the City Limits of Parsons. Completion status will be provided as either Completed or Refusal. A final list of refusals will be provided to the City's legal department to pursue further.

The purpose of the evaluations will be to collect water service line materials for each residential building in accordance with the EPA requirement. All data will be collected in the field by the Consultant using a GIS data platform. The Client will provide the water system ID, service address, water main material, connector or gooseneck material, any known lead history of services, client owned service lateral materials, size of the client owned service line and the service line install date for both the public and private sides of the water service line prior to further data collection in the field. Consultant shall also develop a GIS dashboard to track the progress of the program and the participation rates.

**Task 4 – Lead Service Inventory Update** - Consultant will provide the Client with the data collected and will provide the Client the updated data fields for the EPA data collection spreadsheet.

#### **EXHIBIT B**

#### **COMPENSATION**

The City agrees to pay the Consultant compensation for the services set forth in Exhibit A in accordance with the following:

1. BASIC SERVICES: Compensation for Basic Services as set forth in Exhibit A shall be billed at hourly rates as set forth in the attached hourly billing rate schedule as may be adjusted annually, plus noted direct expenses. City agrees to pay Consultant an amount not to exceed Three Hundred Twenty-Four Thousand, One Hundred Fifty-Six and Seventy Five/100 dollars (\$324,156.75).

Payments shall be made no more frequently than monthly as the work of the Consultant progresses, upon the presentation of a proper invoice.

2. **ADDITIONAL SERVICES**: Compensation for additional services not specified in Exhibit A, but agreed to in accordance with Article I, shall be paid in accordance with the Consultant's hourly billing rates as set forth in the Hourly Rate Schedule attached to this Agreement and as may be adjusted annually, or as otherwise agreed to in writing by the City and the Consultant.

#### **EXHIBIT C**

#### **SCHEDULE**

### The project schedule is as follows:

Task 1: Project Administration	January 2023
Task 2: Public Outreach	January 2023
Task 3: Lead Service Field Services	February 2023
Task 4: Lead Service Inventory Update	October 2023

#### **EXHIBIT D**

#### AFFIDAVIT OF WORK AUTHORIZATION

Comes now TREKK employee Kimberly Robinett as Managing Partner first being duly sworn, on my oath, affirm TREKK Design Group, LLC (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to Parsons Kansas Lead Service Inventory for the duration of the contract, if awarded in accordance with RSMo Section 285.530(2). I also affirm that TREKK Design Group, LLC (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Parsons Kansas Lead Service Inventory for the duration of the contract, if awarded.

Attached hereto is documentation affirming enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

In affirmation thereof, the facts stated above a that false statements made in this filing are subject RSMo).	re true and correct (the undersigned understands to the penalties provided under Section 575.040,
Signature	
Printed Name: Embarly Robinst	
Title: Member	
Company: TREKK Design Group, LLC	
Date: 1/18/2023	
Subscribed and sworn to before me this $\frac{1}{100}$ commissioned as a notary public within the Court commission expires on $\frac{1}{1000}$	_ day of January , 2023. I am  Ity of Jackson, State of Missouri, and my
Ludes Dods N Signature of Notary	
Date: 1/18/2003	LINDA S DODSON  Notary Public - Notary Seal  Jackson County - State of Missouri  Commission Number 14991560  Ty Commission Expires Jun 30, 2026

elo



## 2022 Compensation for Professional Engineering Services<sup>1</sup> TREKK Design Group, LLC (TREKK)

The **OWNERS**'s payment to the **ENGINEER** shall be due and payable as follows:

- 1. For Professional Engineering Services, when authorized and agreed upon in writing, an amount based upon hourly billing rates plus expenses, in accordance with Section III below allowable salary range for each position classification and expenses, or a negotiated amount as agreed upon.
- II. For **Other Services**, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses or unit rates, in accordance with Section III below, or a negotiated amount as agreed upon.

#### III. Hourly Billing Rates and Expenses:

Project Principal	\$200.85	194	\$275.78	Senior Professional Land Surveyor	\$151.41		\$223.87
Project Manager	\$101.97	100	\$275.78	Professional Land Surveyor I	\$126.69	-5	\$188.18
Senior Professional Engineer	\$169.95	1.	\$266.05	Professional Land Surveyor II	\$105.06	-	\$155.74
Professional Engineer I	\$151.41		\$240.09	Professional Land Surveyor III	\$86.52	*:	\$129.78
Professional Engineer II	\$126.69		\$188.18	Senior Survey Technician	\$108.15		\$171.96
Professional Engineer III	\$108.15	-	\$155.74	Survey Technician I	\$86.52	1,63	\$136.27
Senior Project Engineer	\$142.14	8	\$210.89	Survey Technician II	\$64.89		\$103.82
Project Engineer I	\$117.42	2	\$175.20	Survey Technician III	\$55.62	e	\$77.87
Project Engineer II	\$98.88	-	\$146.00	Survey Crew (2-3 person crews)	\$175.00	9,53	\$252.45
Project Engineer III	\$83.43	-	\$123.29	LiDAR Crew	\$214.20	365	\$319.00
Senior Industry Specialist	\$179.22	×	\$275.78	Slam Crew	\$107.10	85	\$190.30
Industry Specialist I	\$148.32	-	\$220.63	Survey Crew Chief I	\$80.34	12	\$126.54
Industry Specialist II	\$123.60	÷	\$181.69	Survey Crew Chief II	\$64.89	-	\$100.58
Industry Specialist III	\$101.97	2	\$152.49	Survey Rodman	\$55.62	356	\$77.87
Office Technician I	\$80.34	2	\$120.05	Senior Utility Coordinator	\$100.98	(e)	\$185.13
Office Technician II	\$67.98	-	\$100.58	Utility Coordinator I	\$80.34	823	\$126.54
Office Technician III	\$55.62	-	\$84.36	Utility Coordinator II	\$64.89	:=:	\$97.34
GIS Analyst I	\$98.88	-	\$158.98	Utility Coordinator III	\$55.62		\$77.87
GIS Analyst II	\$83.43	ē	\$120.05	Senior Construction Inspector	\$92.70	•	\$146.00
GIS Analyst III	\$71.07		\$103.82	Construction Inspector I	\$77.25		\$113.56
GIS Technician I	\$80.34	12	\$120.05	Construction Inspector II	\$64.89	92	\$97.34
GIS Technician II	\$67.98	16	\$100.58	Construction Inspector III	\$55.62	(3)	\$81.11
GIS Technician III	\$55.62		\$84.36	Asset Management Specialist	\$139.05	30	\$204.40
Field Crew	\$132.87	856	\$178.45	PMO Specialist	\$139.05		\$204.40
Senior Field Technician	\$92.70		\$146.00	Innovation Specialist	\$123.60	345	\$181.69
Field Technician I	\$74.16	803	\$116.80	Controller	\$117.42	8:8	\$168.71
Field Technician II	\$64.89	26	\$90.85	Accounting Specialist I	\$89.61	220	\$129.78
Field Technician III	\$55.62		\$77.87	Accounting Specialist II	\$64.89	·*:	\$100.58
Senior Project Designer	\$120.51	-	\$165.47	Accounting Specialist III	\$49.44	137	\$71.38
Project Designer I	\$105.06	1	\$146.00	Administrative Specialist	\$55.62		\$84.36
Project Designer II	\$92.70	9	\$126.54	Admin	\$49.44	78	\$95.79
Project Designer III	\$80.34		\$110.31	Survey Equipment	\$7.50	hr	
CADD Technician I	\$77.25	-	\$113.56	LIDAR Equipment	\$1,500.00	hr	
CADD Technician II	\$64.89	ia I	\$97.34	GeoSLAM Equipment	\$60.00	hr	
CADD Technician III	\$55.62	÷	\$77.87	Survey Drone	\$300.00	hr	
				Mileage	\$0.585	mi	
				Other Expenses	Cost		

Note 1: The above hourly rates and unit prices are good through December 31, 2022.



#### 2023 Fee Estimate Worksheet

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### CERTIFICATE OF LIABILITY INSURANCE

4/30/2023

DATE (MM/DD/YYYY)

1/12/2023 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such

4 	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	
	cctsu@lockton.com	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A: The Cincinnati Insurance Company	10677
1400722	REKK DESIGN GROUP, LLC	INSURER B: The Cincinnati Casualty Company	28665
1.	411 E 104TH STREET ANSAS CITY MO 64131	INSURER C: Evanston Insurance Company	35378
K	CANOAS CITT INO 64131	INSURER D :	
		INSURER E:	
COVERAGE	ES CERTIFICATE NUMBER	INSURER F:	VVVVVV

19252759 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD XXXXXXX INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD TYPE OF INSURANCE POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) **POLICY NUMBER** LIMITS COMMERCIAL GENERAL LIABILITY N N EPP0612820 • 1 000 000

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) TREKK PROJECT #: 22-0499; EVIDENCE OF INSURANCE.

CERTIFICATE	HOLDER
-------------	--------

19252759

CITY OF PARSONS KANSAS MUNICIPAL 112 S. 17TH STREET

P.O BOX 1037 PARSONS KS 67357 CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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### Memorandum City of Parsons

TO:

**Debbie Lamb, City Manager** 

FROM:

Lt Kyle Wiford Via Bob Spinks, Chief of Police

CC:

Date:

January 18, 2024

RE:

Purchase of Two (2) Motorola M500 Car Camera System

#### **BACKGROUND INFORMATION:**

In mid-2023, the Parsons City Commission approved the purchase of two (2) 2023 Ford Interceptor SUVs. This purchase was approved during the bids process for the body/car camera purchase project in 2023. This purchase was approved in 2023 for 2024 vehicles, due to Ford Motor Company stating that there would be no new orders taken in 2024 for Ford Interceptor patrol vehicles and fulfillment would be based on 2023 orders.

As a result of this vehicle purchase being approved during that time, and not knowing which camera system manufacturer would be awarded the RFP, these two patrol cars were purchased without having the in-car camera systems included in the vehicle bid. The inclusion of the in-car camera system is historically included in the overall bid/purchase process of the patrol car.

In August of 2023, the Parsons City Commission approved the purchase of camera systems through Motorola Solutions, after their acquisition of WatchGuard, our former camera provider.

Due to this patrol vehicle purchase in a transitionary time period, we are asking for approval to purchase two (2), Motorola M500 in-car camera systems for outfitting in new patrol vehicles.

Since the approval, purchase and implementation of the new Motorola body and in-car cameras this purchase is a sole source purchase, as Motorola Solutions is the only source for purchase of the M500 Camer System. It is the current model of Motorola's in-car camera that is compatible with the new Motorola System installed at Parsons Police Department in December of 2023.

Parsons Police Department requests the approval for purchase of two (2), Motorola M500 In-Car Camera Systems.

#### **BUDGET IMPLICATIONS:**

The funding for this project will be funded primarily from the Public Safety Sales Tax and will not be a burden to the General Fund.

Total cost for two (2) Motorola M500 In-Car Camera Systems, includes the cost of the two (2) camera systems, five (5) year extended warranty, and five (5) years of unlimited cloud storage, and licensing.

List Cost - \$30,833.00 Total Sale cost - \$24,666.40

Upfront costs for hardware, accessories and year 1 subscription - \$15562.08

 Year 2 Subscription
 - \$2,276.08

 Year 3 Subscription
 - \$2,276.08

 Year 4 Subscription
 - \$2,276.08

 Year 5 Subscription
 - \$2,276.08

 Total
 - \$24,666.40

#### **ACTION REQUESTED:**

Authorize the City Manager to accept the quote as presented by Motorola Solutions totaling \$24,666.40



#### INTEROFFICE MEMORANDUM

217 North Central Parsons, KS 67357 www.parsonspd.com

TO: CHIEF ROBERT SPINKS VIA DEPUTY CHIEF DENNIS DODD

CC:

FROM: LT. KYLE WIFORD

SUBJECT: JUSTIFICATION FOR PURCHASE OF TWO MOTOROLA M500 IN-CAR CAMERA SYSTEMS

DATE: JANUARY 18, 2024

I am writing to request approval for the purchase of two Motorola M500 In-Car Camera Systems for the newly acquired patrol vehicles within our department. The acquisition of these in-car camera systems is essential for ensuring the safety and accountability of our law enforcement officers and enhancing the overall efficiency of our operations. Motorola Solutions has provided the attached quote in the amount of \$24,666.40, which includes two (2) Motorola M500 In-Car Camera Systems, includes the cost of the two (2) camera systems, five (5) year extended warranty, and five (5) years of unlimited cloud storage, and licensing.

This purchase was not included in the bid specifications for the two (2) new Ford SUV Patrol cars because, at that time, the City had not yet awarded the RFP for Body and Car cameras, which was later awarded to Motorola Solutions. Consequently, this purchase is a sole source provider purchase. These two Motorola Car Cameras are compatible with the not in-place Motorola car and body camera system the police department had installed in December 2023.

#### Justification:

- 1. Enhanced Officer Safety: In-car camera systems play a crucial role in enhancing the safety of our officers during routine patrols and critical incidents. The presence of a recording device can act as a deterrent to potential threats and misconduct, contributing to a safer working environment for our law enforcement personnel.
- 2. Accountability and Transparency: The Motorola M500 In-Car Camera Systems provide high-quality video recording capabilities, allowing us to accurately document and review interactions between officers and the public. This transparency is vital for maintaining public trust, addressing complaints, and resolving disputes through the use of clear and unbiased evidence.
- 3. Investigation and Evidence: In the event of incidents, accidents, or criminal activities, the in-car camera footage serves as valuable evidence for investigations and legal proceedings. Having a reliable recording system in place can streamline the investigative process, facilitate accurate reconstructions, and contribute to successful case resolutions.
- 4. Training and Professional Development: The recorded footage can be utilized for training purposes, enabling us to assess and improve the performance of our officers. It serves as a valuable tool for conducting post-incident reviews, identifying best practices, and addressing areas that may require additional training or development.

Given the aforementioned reasons, I believe that the purchase of two (2) Motorola M500 In-Car Camera Systems is both justified and necessary for our department. The purchase of these systems will not only enhance the safety and accountability of our officers but also contribute to the overall professionalism and effectiveness of our law enforcement operations.

I am requesting your approval for the procurement of the specified in-car camera systems, and I am available to provide any additional information or address any concerns you may have.