# **Parsons City Commission**

Regular Session
Monday, May 6, 2024 at 6:00 p.m.
Municipal Building

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

Persons wishing to comment on any agenda items will be allowed to do so at the time each item is discussed with permission from the Mayor and Commission. Each person will be allowed two (2) minutes to comment and may comment on one (1) agenda item per meeting.

- V. CONSENT DOCKET The consent agenda includes items of a routine nature and one affirmative vote will approve the recommended action for each and every item on the consent agenda. Items may be added or deleted at the request of the City Commission or Staff.
  - A. City Commission Minutes (Pages 1 6)
    Information: City Commission Minutes for April 15, 2024, and May 2, 2024.

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

B. Accounts Payable Appropriation Ordinance No. 383 (Pages 7 – 24) Information: Ordinance making appropriations for the payment of certain claims for the City of Parsons, Kansas. Total amount \$1,000,835.49.

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

# C. Hay Bids – 2024 (Page 25)

**Information:** Bids were received on Wednesday, May 1, 2024 at 10:00 a.m. for the sale of hay at Lake Parsons and Tri-City Airport. The high bids were as follows:

**HAY BIDS - 2024** 

		PER ACRE	PER ACRE
LOCATION	NAME	2024	2023
Elks Shelter – 35 Acres	Ed Brown	\$62.00	\$72.50
N. of Kiwanis – 85 Acres	Ed Brown	\$62.00	\$72.50
Below Dam – 12 Acres	Ed Brown	\$45.00	\$72.50
Lions Shelter – 35 Acres	Ed Brown	\$62.00	\$59.77
Camping Area – 30 Acres	Ed Brown	\$62.00	\$72.50
S. Galesburg – 5 Acres	Ed Brown	\$45.00	\$18.30
S. Lake Caretaker – 32 Acres	Ed Brown	\$62.00	\$38.10
Airport – Tract I – 45.62 Acres	Ed Brown	\$62.00	\$47.52
Airport – Tract II – 45.65 Acres	Ed Brown	\$62.00	\$47.52

**Recommendation:** Award Bids

D. Pay Request No. 5, Innovative Masonry Restoration Services for Project 2023-04, Municipal Building Masonry Renovation (Pages 26 – 27) Information: Innovative Masonry Restoration Services submitted Pay Request No. 5 for masonry services for services performed through March 31, 2024 in the amount of \$258,190.39.

**Recommendation:** Approve Pay Request No. 5 to Innovative Masonry Restoration Services.

E. Pay Request No. 4, TranSystems for Tolen Creek Trail (Page 28 – 30) Information: TranSystems submitted Pay Request No. 4 for professional design services for Tolen Creek Trail. Invoice #0004431430 for \$17,811.28 for services through March 22, 2024.

**Recommendation:** Approve Pay Request No. 4 to TranSystems.

# F. City/State Agreement KDOT No. 179-22, Project No. 59-50 KA-3901-01 Bridge Replacement (Pages 31 – 44)

**Information:** The City/State agreement encompasses project to replace the bridge on US 59 located 1.1 mile North of US-400 in Parsons, KS. KDOT is undertaking the Project and shall be solely responsible for the payment of Project costs for all work phases including Preliminary Engineering, Right of Way, Utility Adjustments, Construction Engineering and Construction. Costs for this Project will be paid using state funds.

**Recommendation:** Authorize the Mayor's signature on City/State Agreement No. 179-22, Project No. 59-50 KA-3901-01.

# G. Request for Retail Recruitment Grant (Page 45)

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

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

# H. Pay Request No. 9, 21<sup>st</sup> Street Basin and Downtown Basin Rehab Design (Pages 46 – 47)

**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 \$10,200.00 for work completed through March 30, 2024.

**Recommendation:** Approve and authorize payment for Pay Request No. 9 to HDR Engineering, Inc.

Pay Request No. 8, Trekk Design Group, LLC, Project 2022-10 Lead Service Line Inventory (Pages 48 – 50)

**Information:** On December 19, 2022, Trekk Design Group, Inc. entered into an agreement with the City for Lead Service Line Inventory for an amount not to exceed \$324,156.75. Invoice No. 24-000091 is for work completed through April 17, 2024, in the amount of \$46,798.11. The remaining balance is \$79,519.47.

**Recommendation:** Approve Pay Request No. 8 in the amount of \$46,798.11.

#### **CONSENT DOCKET END**

#### VI. NEW BUSINESS

A. Chamber of Commerce MOU (Pages 51 – 55)

Information: The Parsons Chamber of Commerce currently rents at no cost the former east branch location of Labette Bank, currently owned by the City. Additional subsidy has been requested by the Chamber as has been done in past years. The submitted MOU outlines that subsidy as follows for 2024. \$10,000 in direct operational subsidy, \$8,000 in additional "Gold" sponsorship opportunities and limited 50/50 assistance on utilities.

This new MOU also allows for a direct "presenting" sponsorship of the annual Fourth of July Fireworks in the amount of \$10,000.

**Recommendation:** To approve the agreement between the City of Parsons and the Parsons Chamber of Commerce under the terms of the outlined and included MOU.

B. 23 Acres Supplemental Engineering (Pages 56 – 58)

Information: Changes to the 23 acres development planned along Queens Road include additional land both north and south of the original footprint. The quote to expand the engineering to include topographical survey, relocation of the retention pond, the potential addition of another retention pond, upgraded plat, updated storm water, drainage and new calculation of potential cost have been recalculated and an additional \$33,581 has been bid on the project.

**Recommendation:** To approve the agreement between the City of Parsons and BG Consultants under the new terms of the supplemental agreement provided by BG Consultants.

# C. Acceptance of 5-Year Subscription to Omnigo for Police RMS (Pages 59 – 64)

Information: Omnigo is the police department's records management and computer aided dispatch provider. This past year, the department upgraded the core modules in the software package to enhance our lock-up booking process, and case tracking and assignment for the Investigations Division. Omnigo also provides our internal email system, crime mapping and personnel records tracking. There are several other agencies in our region that are Omnigo customers, which means we can access their data bases which is extremely valuable from a criminal investigations point of view.

Omnigo is a records management system (RMS) provider for about 500 medium sized agencies across the US with a focus in the Midwest. They are based out of St. Louis, Mo.

Omnigo has been our RMS provider for nearly a decade, and we see no better or more economical option for managing our records and dispatch function on the horizon.

Omnigo, like many law enforcement vendors, is trying to migrate their customers to 5-year subscriptions instead of the traditional year-to-year pricing. We would anticipate a rising annual cost if we stayed with the current year-to-year pricing, probably in the neighborhood of no less than 10% increases that would accelerate to as much as 20% annually.

Our current 2023 billing for Omnigo RMS services was \$25,870.49 County 911 paid \$6,336.04 for a total of \$32,206.53. County 911 pays a percentage of the cost for the RMS that touches the 911 system. That proportional payment will continue into the future. We negotiate that County contribution annually.

Omnigo is proposing a 5-year RMS subscription that would total \$198,176.60.

				=	Total Cost
2024	2025	2026	2027	2028	Over 5 Years
\$34,461.10	\$36,873.21	\$39,454.58	\$42,216.28	\$45,171.43	\$198,176.60
+2,254.57	+2,412.11	+2,581.37	+2,761.70	+2,955.15	

**Recommendation:** Authorize the City Manager to accept the proposed 5-year subscription for police records management services from Omnigo.

#### VII. OLD BUSINESS

A. Recreational Vehicles Being Utilized for Living Purpose

**Information:** Recreational vehicles are being utilized for living purposes in several locations within the city limits. A request was made for a special permit for RV located at 1106 S. 14th waiving the zoning regulations. The commission at that time made a temporary waiver of the zoning regulations.

**Recommendation:** Discussion and Possible Direction for the Staff.

#### VIII. ORDINANCE

A. Ordinance No. 6558 – Zoning Classification Change (Pages 65 – 73) Information: The Planning Commission conducted a Public Hearing on April 16, 2024 for a request from Davis & Sterling Group LLC to change the zoning district classification from R-1 Single-Family Residential District to C-3 Service Commercial District. The vote was unanimous to recommend to the Parsons City Commission the approval of the requested zoning change.

**Recommendation:** Approve and authorize the Mayor's signature on Ordinance No. 6558.

B. Ordinance No. 6559 – Vacating Street (Pages 74 – 76)
Information: The Planning Commission conducted a Public Hearing on April 16, 2024 to review the request from Larry Smith to vacate a portion of a platted street on Ash Street located West of 26th Street, (See attached aerial). All utility companies were notified with no opposition received to the closure. Ordinance No. 6559 retains easements for ingress and egress, reconstruction and maintenance of all existing and future utilities and appurtenances. The vacation is being requested to accommodate a request from property owners on both sides of the platted street. No public comments were received. Vote was unanimous to approve request as presented.

**Recommendation:** Approve and authorize the Mayor's signature on Ordinance No. 6559.

- **IX. 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.
- X. STAFF COMMENT
- XI. CITY COMMISSION COMMENTS
- XII. ADJOURN

MINUTES
PARSONS CITY COMMISSION
April 15, 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

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

#### **Proclamation**

Strides for Diabetes Awareness - April 27, 2024

#### Public Comment

Scott Christiansen – Transportation Services Dana Casper – Christmas Tree Lighting

Consent Docket as follows:

#### **City Commission Minutes**

Approved and authorized minutes for the April 1, 2024, April 4, 2024 and April 11, 2024 meetings.

## Accounts Payable Appropriation Ordinance No. 382

Approved and authorized an ordinance making appropriations for the payment of certain claims for the City of Parsons, Kansas. Total amount \$756,645.66.

#### Hay Bids - 2024

Set bid date of Wednesday, May 1, 2024 at 10:00 a.m. to receive bids on the sale of hay at Lake Parsons and Tri-City Airport.

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

Approved payment to DGM, Invoice 202300102, for professional services through March 31, 2024 in the amount of \$18,012.00.

## LCC Road Closure for Commencement

Approved road closure for Labette Community College on the following roads for May 10, 2024 from 5:30 p.m. to 9:30 p.m. while they conduct their commencement in Forest Park at the Seaton Family Pavilion. Closing 13<sup>th</sup> Street beginning at the North side of the Broadway intersection moving South

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to the North side of the Corning and 13<sup>th</sup> Street intersection; also will include the West side of the Heacock and Broadway intersection. This will minimize the impact on the current flow of traffic as well as allow use of existing parking lots for LCC.

## Surplus Trailer at Police Firearms Range

Declared the Police truck trailer at the Parsons Gun Range as surplus and authorized the City Manager to transfer the trailer to the Parsons Gun Club. The City will facilitate the trailers final removal for scrapping when the unit comes to the end of its serviceable life.

At the end of 2023, the police department purchased and installed a new 20' cones container at the Parsons Firearms Range. This container services as secured storage for police shooting targets and supplies. This new box container replaced a much older semi-truck trailer that had its wheels removed and served as a police storage unit.

That older semi-truck trailer storage unit, while serviceable, was in need of some ongoing maintenance. The police department is requesting that this trailer be declared surplus so it can be donated to the Parsons Gun Club. The Club would like to take ownership and utilize the trailer to expand their secured storage area at the range. The Club is in a better position to maintain the trailer and there will be no need to move the trailer from its current position at the west side of the range facility.

At some point in future years, when the useful life of the trailer has expired, the City would take the lead as a partner with the Club to facilitate the trailer's removal and ultimate scrapping. This is a responsibility that the City who be responsible for at the present time, and it is better equipped to facilitate in the future than the Club would be.

## Road Closure - Parsons Public Library

Approved the road closure and use of five barricades for Parsons Public Library Summer Reading Program that has scheduled two water programs.

The first event is on June 7, 2024 from 9:00 a.m. to 11:00 a.m. The second event is on July 26, 2024 from 9:00 a.m. to 11:00 a.m.

They plan to have several different types of outdoor activities, including the Parsons Fire Department to assist with water activities.

They requested permission to block 17<sup>th</sup> Street between Belmont and Corning, and five barricades to block the entrances of the street for the safety of all in attendance.

#### **Annual Katy Days Celebration**

Approved the request for Annual Katy Days Celebration on May 24-26, 2024. The Annual Katy Days Event will be Memorial Day weekend, May 24-26, 2024 in Forest Park. Dave Winchell has requested the use of the entire park and the following street closures:

- 1) **New:** Close Broadway from 13<sup>th</sup> Street to Heacock Ave. from 6 a.m. to 5 p.m. Thursday, May 23, 2024 to allow early food vendor set-up for Music in the Park. Will open back up for the Thursday Concert Series to allow parking on the north side of Broadway.
- 2) **New:** No Parking along the north side of Grand Ave. from 13<sup>th</sup> St. to Heacock Ave. from 6 a.m. 11 p.m. Friday, May 24 and Saturday, May 25, 2024 (except in the designated parking area for the park).
- 3) Close Broadway Ave. from 13<sup>th</sup> St. to 10<sup>th</sup> St. from 6 a.m. Friday, May 24 until Noon on Sunday, May 26, 2024.
- 4) Close Heacock Ave. from Broadway Ave. to Grand Ave. from 6 a.m. Friday, May 24 until Noon on Sunday, May 26, 2024.
- 5) Close 10<sup>th</sup> St. loop from Broadway Ave. to Heacock Ave. from 6 a.m. Friday, May 24 to Noon on Sunday, May 26, 2024.
- 6) Close 13<sup>th</sup> St. from Broadway Ave. to Grand Ave. from 5 p.m. to 7 p.m. Friday, May 24, 2023 (Parade Only).
- 7) Close Grand from 13<sup>th</sup> St. to Heacock Ave. from 5 p.m. to 7 p.m. Friday, May 24, 2023 (Parade Only).
- 8) Close the following streets for 5K Race Route at Tolen Creek Park—Larsen Blvd. just east of the Conference Center driveway North to Cattle Dr. and the intersection of 15<sup>th</sup> & Cattle Dr. but will leave access open to Pete's from 7 a.m. to 10 a.m. Saturday, May 25, 2024.
- 9) Waive all vendor fees.

Commissioner Cruse moved, Commissioner Bolinger 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**

## Upgrade and Replacement of Fire Equipment

Commissioner Bolinger moved, Commissioner Crooks seconded to approved and authorized staff to order the equipment from Weis Fire Equipment.

Multiforce Remote Placement Lifting Bags	\$ 10,427.32
Paratech 5 Bag Lift Sets	6,294.29
150 PSI Master Control Kit	4,641.82
Total Cost	\$ 21,363.43

This equipment is a vital part of the extrication processes. It is used for stabilization, moving and lifting of vehicles and equipment anytime entrapment is encountered. The current system is 20+ years old. The new technology allows one bag to lift/move up to 32 tons. These bags have shown to be very useful in industrial and commercial vehicle accidents.

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#### **Weis Fire Equipment**

Fire Hose Replacement

Key Eco 10 – White 500 feet: 50 foot Sections (10 Sections)	\$ 1,522.70
Key Eco 10 – Blue 500 feet: 50 foot Sections (10 Sections)	\$ 1,522.70
Key Big 10 – White 500 feet: 50 foot Sections (10 Sections)	\$ 1,838.00
Key Big 10 – Blue 500 feet: 50 foot Sections (10 Sections)	\$ 1,838.00
Total Cost	\$ 6,721.40

This would be a purchase of 2000 feet of small attack line that is used in our Initial attack in all fire. This would restock all inventory and have hose in reserve. The last major hose order was 2014, with other hose in service dated back to 2000. With this order 500 feet of the old hose will be given to the Water Department for them to use.

There was a second bid from NAFECO in the amount of \$6,680.00. \$41.40 less that the quote from Weis Fire Equipment. The City has a history with Weis Fire Equipment. The other bid came from a supplier we have not history with. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Cruse – yes; Strait - yes.

#### **ORDINANCES**

#### Ordinance No. 6555 – Registration of Rental Properties

Commissioner Cruse moved, Commissioner Bolinger seconded to approve and authorize the Mayor's signature on Ordinance No. 6555 of the City of Parsons, Kansas providing for the registration of rental properties. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Cruse – yes; Strait - yes.

#### Ordinance No. 6556 – Food Truck Vendor

Mayor Strait moved, Commissioner Bolinger seconded to approve and authorize the Mayor's signature on Ordinance No. 6556 of the City of Parsons, Kansas amending Ordinance No. 6533 to allow vendors that reside in Labette County to be considered local vendors and creating a one day license. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Cruse – yes; Strait - yes.

#### Ordinance No. 6557 – Yard Parking

Commissioner Cruse moved, Commissioner Bolinger seconded to approve and authorize the Mayor's signature on Ordinance No. 6557 of the City of Parsons, Kansas prohibiting the parking of certain vehicles on city streets, prohibiting the parking of vehicles on unpaved portions of front yards. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Cruse – yes; Strait - yes.

#### <u>Departmental Reports</u>

Commissioner Cruse moved, Commissioner Bolinger seconded to receive and file the departmental reports for March 2024. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Cruse – yes; Strait - yes.

Comments were heard from Vicki Pribble, Erica Marriott and Lou Martino.

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Comments were heard from City Staff and City Commissioners.

#### **Executive Session**

Mayor Cruse moved, Commissioner Bolinger seconded to go into executive session pursuant to KSA 75-4319(b)(6) for possible land acquisition to discuss land acquisition of a local company for 10 minutes with City Manager, Economic Development Director, City Attorney and City Commissioners present. Returned from executive session at 7:52 p.m. with no action taken. Voice vote passed unanimously.

Commissioner Bolinger moved, Commissioner Cruse seconded that we adjourn at 7:56 p.m. Voice vote passed unanimously.

The Commission will hold a retreat on April 25, 2024 to discuss the Comprehensive Plan.

	Eric Strait, Mayor	
Attest:		

MINUTES
PARSONS CITY COMMISSION
May 2, 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 Crooks Commissioner Bolinger Commissioner Cruse

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

The commission reviewed the agenda for May 6, 2024.

Comments were heard from Vicki Pribble.

Comments were heard from City Staff and City Commissioners.

Commissioner Bolinger moved, Commissioner Cruse seconded that we adjourn at 6:15 p.m. Voice vote passed unanimously.

#### **ACCOUNTS PAYABLE APPROPRIATION ORDINANCE NO. 0383**

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

Accounts Payable – April 18, 2024	\$	223,098.94
Accounts Payable – April 25, 2024	\$	554,527.41
Accounts Payable – May 2, 2024	\$	223,209.14
	\$1	,000,835.49

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

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

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

Approved this 6th day of May 2024.

	Eric Strait, Mayor	
Attest:		
Robyn Baker, City Clerk		

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALLIANCE RADIOLOGY, PA	PRE-EMPLOYMNT/BROWN	GENERAL FUND	POLICE TOTAL:	38.00
AMAZON CAPITAL SERVICES, INC	SUPPLIES	GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE CITY MANAGER TOTAL:	83.70 101.51 185.21
AT & T MOBILITY	287310825299 287339457835	GENERAL FUND GENERAL FUND	POLICE TOTAL:	3,534.10 897.88 4,431.98
Alet	831 001 0649 817 831 001 0608 026 831 001 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 SEWER FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE FIRE FIRE PARK AUDITORIUM ARTS CENTER AUDITORIUM ARTS CENTER ADMINISTRATIVE	441.45 2,508.44 176.52 1,003.32 29.42 167.22 29.42 167.22 38.26 334.44 501.66 29.42 167.22 58.84 88.26 34.44 501.85
AT&T TELEPHONE (MAIN PB)	862387926 620 421 7081 502 8	GENERAL FUND GENERAL FUND	POLICE TOTAL:	211.04 164.86 375.90
BANK OF COMMERCE-PARSONS	LOAN 50029768 LOAN 50029768	PUB SAFETY SALES T WATER FUND	PUB SAFETY SALES TAX DISTRIBUTION TOTAL:	28,942.23 9,647.40 38,589.63
BARTLETT COOP ASSN	FUEL FUEL FUEL FUEL FUEL	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND WATER FUND SEWER FUND SANITATION FUND	GENERAL ADMINISTRATIVE FIRE STREET PARK DISTRIBUTION COLLECTIONS SANITATION FUND TOTAL:	9,910.35 523.67 7,375.75 296.46 254.57 1,904.21 13,364.21 33,629.22
BILLY JACKSON JR	PD CLEANING	GENERAL FUND	POLICE TOTAL:	40.00
BREDE GROUP SOLUTIONS	PRE EMPLOYMENT/MILEAGE PRE EMPLOYMENT/MILEAGE	GENERAL FUND GENERAL FUND	POLICE POLICE TOTAL:	211.05 225.00 436.05
CHEMTRADE CHEMICALS US LLC	4500 GAL ACH	WATER FUND	TREATMENT PLANT TOTAL:	17,580.07
DIEBOLD INCORPORATED	DROP BOX ENVELOPES DROP BOX ENVELOPES	WATER FUND SEWER FUND	ADMINISTRATIVE TREATMENT PLANT	453.66 453.66

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DROP BOX ENVELOPES	SANITATION FUND	SANITATION FUND TOTAL:	453.68
DONALD MCMICAN	PROFESSIONAL SERVICES	CAPITAL IMPROVEMEN CAPITAL	CAPITAL IMPROVEMENT FU TOTAL:	18,012.00 18,012.00
EVERGY	CITY MAIN MUSEUM REC CENTER	GENERAL FUND GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE TOTAL:	208.60 237.51 1,444.89 1,891.00
GENERAL CODE LLC	SERVICES	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	2,497.00
GREENLINE PRODUCTS, INC	SEALER/ORANGE BLST/CLEANS SEALER/ORANGE BLST/CLEANS SEALER/ORANGE BLST/CLEANS	GENERAL FUND GENERAL FUND GENERAL FUND	STREET STREET PARK TOTAL:	4,015.76 1,099.94 1,059.94 6,175.64
HAYNES EQUIPMENT CO INC	PERISTALTIC PUMP	WATER FUND	TREATMENT PLANT TOTAL:	5,690.37
HIGHER CALLING TECHNOLOGIES LLC	SERVICES	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	499.00
KANSAS GAS SERVICE	301 N 30TH ST	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	434.66
KANSAS MUNICIPAL INSURANCE TRUST	WORKERS COMP	GENERAL FUND WATER FUND WATER FUND WATER FUND WATER FUND WATER FUND SEWER FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE CITY MANAGER LEGAL/MUNICIPAL COURT ENGINEERING POLICE FIRE STREET PARK AUDITORIUM ARTS CENTER CEMETERY TOURISM ECONOMIC DEV SALES TAX TREATMENT PLANT DISTRIBUTION DISTRIBUTION ADMINISTRATIVE LAKE TREATMENT PLANT COLLECTIONS ADMINISTRATIVE SANITATION FUND	66.75 835.49 122.37 2,104.56 2,156.03 4,633.51 2,566.48 396.05- 122.37 55.62 372.95 372.95 144.62 144.62 144.62 5,644.85
KDHE-BUREAU OF WATER	PERWIT FEE	GENERAL FUND	TOTAL: AIRPORT TOTAL:	24,316.00 120.00 120.00
LABETTE HEALTH	LAB EXPENSE ALLISON & WEB	GENERAL FUND	POLICE TOTAL:	61.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	MANTAMA
LABETTE HEALTH LAB	PRE EMPLOYMENT PRE EMPLOYMENT	GENERAL FUND GENERAL FUND	POLICE PARK TOTAL:	51.00
LABETTE HEALTH PHYSICIAN'S GROUP	ACCOUNT 11891 SERVICES	GENERAL FUND GENERAL FUND	POLICE POLICE TOTAL:	363.75 136.00 499.75
LAURA MOORE	REIM MILEAGE AND MEALS	GENERAL FUND	CITY MANAGER TOTAL:	310.22
MCCARTY'S OFFICE SUPPLY	RENTAL SUPPLIES	GENERAL FUND GENERAL FUND	POLICE POLICE TOTAL:	95.33 150.32 245.65
MICHAEL KREWSON	SENIOR CENTER	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	325.00
MOTOROLA SOLUTIONS, INC	SERVICES	PUB SAFETY SALES	T PUB SAFETY SALES TAX TOTAL:	1,790.00
PARSONS AUTO PARTS, INC	PARTS	GENERAL FUND	PARK TOTAL:	15.00
PARSONS PET HOSPITAL	VET SERVICES 2/29-2/29/24	GENERAL FUND	POLICE TOTAL:	4,185.00
ROBERT SPINKS	REIMN MEALS/MILEAGE REIMN MEALS/MILEAGE REIMN MEALS/MILEAGE	GENERAL FUND GENERAL FUND GENERAL FUND	POLICE POLICE POLICE TOTAL:	72.48 30.61 14.46 117.55
RPCS, INC	SUPPLIES	SEWER FUND	TREATMENT PLANT TOTAL:	13.48
SEK AUTO SALES INC	TIRE REPAIR	GENERAL FUND	POLICE	27.99
SETH HARRISON	SEWER MITI 2331 STEVENS	EPA COMPLIANCE	EPA COMPLIANCE TOTAL:	1,648.00
SHIRLEY KAY MERCER	CLAIM AGAINST THE CITY	RISK MANAGEMENT FU	7 RISK MANAGEMENT FUND TOTAL:	4,550.00
STEVEN PASSWATER	KEYS	SEWER FUND	COLLECTIONS TOTAL:	4.50
TOM DAVIS AUTO GROUP	SERVICES	GENERAL FUND	STREET TOTAL:	94.49
TREIBER FINISHING	32ND AND MAIN COX REPAIR CENTRAL AND MAIN GRAND AND HEACOCK CENTRAL AND BELMONT 14TH AND CORNING	GENERAL FUND GENERAL FUND ECONOMIC DEV SALES ECONOMIC DEV SALES STREETS SALES TAX WATER FUND	GENERAL ADMINISTRATIVE STREET ECONOMIC DEV SALES TAX ECONOMIC DEV SALES TAX STREETS SALES TAX DISTRIBUTION	1,200.00 400.00 16,000.00 2,000.00 3,733.34 1,750.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	14TH AND CORNING 15TH AND APPLETON 14TH AND CORNING	WATER FUND SEWER FUND SEWER FUND	DISTRIBUTION COLLECTIONS COLLECTIONS TOTAL:	3,733.33 3,240.00 3,733.33 35,790.00
TWIN VALLEY ELECTRIC COOPERATIVE INC	AIRPORT/RIVER/LAKE	GENERAL FUND WATER FUND	AIRPORT AIRPORT TREATMENT PLANT LAKE LAKE LAKE LAKE LAKE LAKE LAKE LAKE	101.43 694.52 55.87 70.96 94.92 32.31 219.74 226.74 132.58 132.77 36.22 36.22 36.22 36.22 36.23 46.91 108.87
TYLER TECHNOLOGIES, INC	SERVICES	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	72.50
ULINE	CLOTHES RACKS	GENERAL FUND	POLICE TOTAL:	143.55
UNIVAR	PERMANGANATE X2	WATER FUND	TREATMENT PLANT TOTAL:	7,143.84
VERIZON WIRELESS	442039192-0001	WATER FUND	ADMINISTRATIVE TOTAL:	10.28
WAXIE SANITARY SUPPLY	SUPPLIES SUPPLIES SUPPLIES	GENERAL FUND GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE TOTAL:	168.00 1,490.19 217.70 1,875.89
WORKSTEPS, INC	SERVICES	GENERAL FUND	POLICE TOTAL:	75.00

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DESCRIPTION

========== FUND TOTALS ===

GENERAL FUND RISK MANAGEMENT FUND

TOURISM

67,561.35 4,550.00 33.37 30,732.23 18,055.62 3,733.34 18,012.00 49,385.92 9,924.37 19,462.74 1,648.00

PUB SAFETY SALES TAX ECONOMIC DEV SALES TAX STREETS SALES TAX FUND CAPITAL IMPROVEMENT FUND

01 110 125 227 229 229 332 50 550 770

223,098.94

GRAND TOTAL:

2

TOTAL PAGES:

SANITATION FUND EPA COMPLIANCE

WATER FUND SEWER FUND

FUND

DEPARTMENT

AMOUNT

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VENDOR NAME

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AARDVARK	SUPPLIES	GENERAL FUND	POLICE TOTAL:	698.75
AMAZON CAPITAL SERVICES, INC	SUPPLIES CREDIT MEMO SUPPLIES	GENERAL FUND GENERAL FUND GENERAL FUND	CITY MANAGER CITY MANAGER FIRE	39.99 29.98– 115.96 125.97
Arer	862390590	GENERAL FUND	POLICE TOTAL:	28.71
AT&T TELEPHONE (MAIN PB)	620 421 7015 349 5 620 421 7075 502 6	GENERAL FUND GENERAL FUND	POLICE POLICE TOTAL:	100.06 115.03 215.09
BETHANY BOWEN	BETHANY BOWEN	WATER FUND	ADMINISTRATIVE TOTAL:	1,179.00
BLUE CROSS BLUE SHIELD OF KANSAS	GROUP 96081	HEALTH INSURANCE	R HEALTH INSURANCE RESER TOTAL:	SR 69, 633.97 69, 633.97
BREDE GROUP SOLUTIONS	POLYGRAPH/MILEAGE/B.MALLE POLYGRAPH/MILEAGE/B.MALLE	GENERAL FUND GENERAL FUND	POLICE POLICE TOTAL:	211.05 225.00 436.05
CALLIE CARPENTER	PHONE	TOURISM	TOURLSM TOTAL:	50.00
CARD SERVICES	ACCT 141-001-8	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND WATER FUND	STREET PARK PARK CEMETERY CEMETERY DISTRIBUTION ADMINISTRATIVE TOTAL:	21.95 4.99 39.99 6.99 45.98 100.00 69.99
CLASS LTD	TRANSPORTATION	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	E 2,749.95
COLONIAL PROCESSING CENTER	E3070653	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	E 3,155.50 3,155.50
D&M LAWNCARE	MOWING MOWING MOWING MOWING MOWING	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND	STREET STREET STREET STREET STREET STREET	1,210.00 80.00 1,235.00 1,210.00 80.00 1,235.00 5,050.00
DEBBIE LAMB	PHONE	GENERAL FUND	CITY MANAGER TOTAL:	50.00
DENNIS DODD	PHONE	GENERAL FUND	POLICE TOTAL:	50.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
FIRST RESPONDERS OUTFITTERS, INC	TACTICAL PANTS/LINDSEY TACTICAL PANTS/DODD MINI RANK LT REPLACE PANTS/LINDSEY UNIFORMS/ MALLE UNIFORMS/ALLISON UNIFORMS/ALLISON UNIFORMS/MALLE	GENERAL FUND	POLICE POLICE POLICE POLICE POLICE POLICE POLICE POLICE POLICE TOTAL:	67.49 169.98 7.99 77.49 1,492.77 1,256.79 1,256.79 437.51 5,324.72
FLOCK SAFETY INC	FLOCK SAFETY FALCON/SERVI FLOCK SAFETY FALCON/SERVI	VEHICLE ID FUND DRUG SEIZURE FUND	VEHICLE ID FUND DRUG SEIZURE FUND TOTAL:	10,000.00 4,250.00 14,250.00
FURTHER	GROUP 008459	HEALTH INSURANCE R	HEALTH INSURANCE RESER TOTAL:	37.60
GALAXY TRAVELLAIRE, INC	SERVICES	GENERAL FUND	AIRPORT TOTAL:	4,292.00
HIGHER CALLING TECHNOLOGIES LLC	~		GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE CITY MANAGER POLICE	850.00 1,235.50 1,867.90 1313.00 167.94 299.00
14	MONTHLY MONTHLY CONFERENCE ROOM CONFERENCE ROOM	GENERAL FUND GENERAL FUND WATER FUND SEWER FUND	POLICE POLICE ADMINISTRATIVE ADMINISTRATIVE TOTAL:	27.99 960.20 313.00 312.99 6,347.52
INSIGHT & INTEGRITY, LLC	TRAINING	GENERAL FUND	POLICE TOTAL:	495.00
JASON LUDWIG	PHONE	GENERAL FUND	POLICE TOTAL:	50.00
JIM ZALESKI	PHONE REIM MILEAGE/MEALS	ECONOMIC DEV SALES	ECONOMIC DEV SALES TAX	50.00 138.97 62.71 69.55 67.32 59.25 79.00 36.00 56.00 59.22
JOPLIN SUPPLY CO, INC	CREDIT MEMO LIGHTS	GENERAL FUND GENERAL FUND	PARK AIRPORT TOTAL:	98.72- 455.20 356.48
KANSAS GAS SERVICE	200 HEACOCK	GENERAL FUND	GENERAL ADMINISTRATIVE	402.29

3 AMOUNT	72.69 71.26 52.95 179.88 207.16 120.39 50.66 60.54	50.00	60.00	5,125.00	50.00	133.23	1,576.92	50.00	50.00	9.65 38.04 63.85 7.10 24.56 25.94 14.58- 10.83 115.08 24.01 22.11 19.26 695.55 31.65 43.27 55.78 71.97
PAGE: DEPARTMENT		CITY MANAGER TOTAL:	PARSONS MUSEUM TOTAL:	FIRE TOTAL:	CITY MANAGER TOTAL:	STREET TOTAL:	GENERAL ADMINISTRATIVE TOTAL:	POLICE TOTAL:	AUDITORIUM ARTS CENTER TOTAL:	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE CITY MANAGER LEGAL/MUNICIPAL COURT ENGINEERING POLICE FIRE FIRE STREET AUDITORIUM ARTS CENTER TOURLSM MAINTENANCE FUND R HEALTH INSURANCE RESER TREATHH INSURANCE TREATHON LAKE TREATMENT PLANT ADMINISTRATIVE SANITATION FUND LAKE TREATMENT PLANT ADMINISTRATIVE SANITATION FUND
REPORT FUND	GENERAL FUND GENERAL FUND GENERAL FUND ECONOMIC DEV SALES PARSONS MUSEUM	GENERAL FUND	PARSONS MUSEUM	GENERAL FUND	GENERAL FUND	GENERAL FUND	GENERAL FUND	GENERAL FUND	GENERAL FUND	GENERAL FUND HALTH INSURANCE FUND HALTH INSURANCE FWALTH WATER FUND SEWER FUND SEWER FUND SEWER FUND
C O M M I S S I O N DESCRIPTION	1800 BELMONT 2103 CORNING #A 1831 WASHINGTON 1209 CORP DR #102 1209 CORP DR #MAIN 1209 CORP DR #101 1209 CORP DR #101 401 S 18TH	PHONE	DUES	PHYSICALS	PHONE	PARTS	MULTIPLE BLDGS	PHONE	PHONE	TS 05393158
05-01-2024 04:07 PM VENDOR NAME		KAREN WHEAT	LABETTE CO HISTORICAL SOC	LABETTE HEALTH LAB	LAURA MOORE	LAWSON PRODUCTS	MARMIC FIRE & SAFETY CO INC	MARTI SHIELDS	MATT HOISINGTON	METLIFE

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MIKE CARPINO FORD PARSONS	REPAIRS	GENERAL FUND	POLICE TOTAL:	167.95
ORKIN, LLC	ACCT 37778018	GENERAL FUND	POLICE TOTAL:	3,337.50
PITTCRAFT, LLC	NAME PLATES	GENERAL FUND	POLICE TOTAL:	35.97
REBECCA MINOR	SPONSORSHIP	TOURISM	TOURISM TOTAL:	500.00
ROBERT SPINKS	PHONE	GENERAL FUND	POLICE TOTAL:	50.00
ROBYN BAKER	PHONE	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	50.00
ROSS ALBERTINI	PHONE	GENERAL FUND	LEGAL/MUNICIPAL COURT TOTAL:	50.00
SNAP ON CREDIT, LLC	131950941	MAINTENANCE FUND	MAINTENANCE FUND TOTAL:	102.14
SPARKLIGHT	SERVICES SERVICES	GENERAL FUND GENERAL FUND	POLICE POLICE TOTAL:	142.45 149.44 291.89
TOM SHAW	REIM INSURANCE	HEALTH INSURANCE R	R HEALTH INSURANCE RESER TOTAL:	374.05
U.S. POSTAL SERVICE	POSTAGE POSTAGE POSTAGE	WATER FUND SEWER FUND SANITATION FUND	ADMINISTRATIVE ADMINISTRATIVE SANITATION FUND TOTAL:	1,100.00 500.00 500.00 2,100.00
UNIFIRST CORPORATION	APRIL CHARGES	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND MAINTENANCE FUND WATER FUND SEWER FUND SANITATION FUND	GENERAL ADMINISTRATIVE FIRE PARK PARK MAINTENANCE FUND TREATMENT PLANT TREATMENT PLANT TREATMENT PLANT TREATMENT PLANT TREATMENT PLANT TOTAL:	120.08 58.12 57.60 84.40 133.76 48.92 113.63 76.44
WAXIE SANITARY SUPPLY	SUPPLIES SUPPLIES SUPPLIES	GENERAL FUND GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE TOTAL:	126.00 108.00 583.23 817.23
WOOD INSURANCE CENTER, LLC	INSURANCE INSURANCE INSURANCE INSURANCE INSURANCE	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE	61,820.41 595.74 4,964.57 565.19 17,979.00

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VENDOR NAME

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DESCRIPTION	FUND	DEPARTMENT	AMOUNT
INSURANCE	GENERAL FUND	GENERAL ADMINISTRATIVE	78,688.13
INSURANCE	GENERAL FUND	GENERAL ADMINISTRATIVE	273.50
INSURANCE	GENERAL FUND	GENERAL ADMINISTRATIVE	31,112.20
INSURANCE	GENERAL FUND	GENERAL ADMINISTRATIVE	31,628.00
INSURANCE	GENERAL FUND	GENERAL ADMINISTRATIVE	23,339.00
INSURANCE	GENERAL FUND	GENERAL ADMINISTRATIVE	18,720.00
INSURANCE	GENERAL FUND	AIRPORT	2,505.19
INSURANCE	ECONOMIC DEV SALES	ECONOMIC DEV SALES TAX	8,752.91
INSURANCE	WATER FUND	ADMINISTRATIVE	37,058.60
INSURANCE	WATER FUND	ADMINISTRATIVE	3,595.80
INSURANCE	WATER FUND	ADMINISTRATIVE	4,934.01
INSURANCE	WATER FUND	ADMINISTRATIVE	136.75
INSURANCE	WATER FUND	ADMINISTRATIVE	8,889.20
INSURANCE	WATER FUND	LAKE	870.70
INSURANCE	WATER FUND	LAKE	1,797.90
INSURANCE	WATER FUND	LAKE	2,374.39
INSURANCE	SEWER FUND	ADMINISTRATIVE	35, 622, 69
INSURANCE	SEWER FUND	ADMINISTRATIVE	12,585.30
INSURANCE	SEWER FUND	ADMINISTRATIVE	6,796.54
INSURANCE	SEWER FUND	ADMINISTRATIVE	136.75
INSURANCE	SEWER FUND	ADMINISTRATIVE	2,666.76
INSURANCE	SANITATION FUND	SANITATION FUND	20,225.93
INSURANCE	SANITATION FUND	SANITATION FUND	1,777.84
		TOTAL:	420,413.00

22,652.18	SANITATION FUND
58,833.71	SEWER FUND
62,560.56	WATER FUND
120.54	PARSONS MUSEUM
3 70,741.17	HEALTH INSURANCE RESERVE
9,989.02	ECONOMIC DEV SALES TAX
4,250.00	DRUG SEIZURE FUND
10,000.00	VEHICLE ID FUND
255,16	MAINTENANCE FUND
570.11	TOURISM
314,554.96	GENERAL FUND

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMAZON CAPITAL SERVICES, INC	SUPPLIES SUPPLIES	GENERAL FUND WATER FUND WATER FUND	GENERAL ADMINISTRATIVE LAKE LAKE TOTAL:	136.78 30.47 69.80 237.05
AMERICAN WATERWORKS ASSOCIATION	MEMBERSHIP	WATER FUND	TREATMENT PLANT TOTAL:	358.00
AMY ROSS LAW, LLC	ATTORNEY FEES ATTORNEY FEES ATTORNEY FEES	GENERAL FUND GENERAL FUND GENERAL FUND	LEGAL/MUNICIPAL COURT LEGAL/MUNICIPAL COURT LEGAL/MUNICIPAL COURT TOTAL:	296.95 106.34 67.00 470.29
AT&T	210 077 1353 266 210 072 0725 252	GENERAL FUND GENERAL FUND	POLICE TOTAL:	156,36 154.13 310.49
AT&T TELEPHONE (MAIN PB)	620 423 3612 130 3	WATER FUND	TREATMENT PLANT TOTAL:	517.04
ATCO MANUFACTURING COMPANY	SUPPLIES	SEWER FUND SEWER FUND	TREATMENT PLANT COLLECTIONS TOTAL:	279.90 418.40 698.30
BAUGHER EQUIPMENT INC	SERVICES SERVICES	GENERAL FUND GENERAL FUND	PARK TOTAL:	49.35 489.65 539.00
BEACHNER GRAIN INC	GLYSTAR PLUS GLYSTAR PLUS	GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE CEMETERY TOTAL:	18.00 36.00 54.00
BERRY TRACTOR & EQUIPMENT	PARTS	SEWER FUND	TREATMENT PLANT TOTAL:	76.49
BILLY JACKSON JR	PD CLEANING	GENERAL FUND	POLICE TOTAL:	20.00
BLACK RAIN ORDINANCE	BENELLI SUPERNOVA 12G BENELLI TACT SHOTGUN 12GA	GENERAL FUND GENERAL FUND	POLICE TOTAL:	520.30 1,657.00 2,177.30
BROOKS-JEFFREY MARKETING, INC	WEB HOSTING PACKAGE WEB PRODUCTION	GENERAL FUND GENERAL FUND	POLICE TOTAL:	197.88 67.30 265.18
CALLIE CARPENTER	REIM MILEAGE	TOURISM	TOURISM TOTAL:	86.46
CATHERINE WELDEN	BIC BUILDING CLEANING	ECONOMIC DEV SALES ECONOMIC	ECONOMIC DEV SALES TAX TOTAL:	220.00
CDL ELECTRIC COMPANY	REPAIRS	GENERAL FUND	PARK TOTAL:	5,891.50
CHASE PEST CONTROL II, LLC	SENIOR CENTER	GENERAL FUND	GENERAL ADMINISTRATIVE	85.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	85.00
CITY OF PARSONS			GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE	53.26 116.92 100.00 150.00
	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	GENERAL FUND GENERAL FUND	STREET STREET	660.96 685.71
	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	GENERAL FUND	STREET	18.33
			STREET	10.00
	VEHICLE MAINTENANCE		STREET	20.00
		GENERAL FUND	STREET	50.00
	VEHICLE MAINTENANCE		STREET	11.03
	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	GENERAL FUND GENERAL FUND	STREET	1,248.13
			STREET	10.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	10.00
			STREET	100.00
			STREET	125.00
	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	GENERAL FUND	STREET	150.00
			STREET	300.00
			STREET	200.00
	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	GENERAL FUND GENERAL FUND	STREET STREET	50.00
	VEHICLE MAINTENANCE	GENERAL FUND	STREET	1,900.00
10	VEHICLE MAINTENANCE	GENERAL FUND	STREET	250.00
7			STREET	30.00
			PARK	14.10
			PARK	31.00
	VEHICLE MAINTENANCE	GENERAL FUND	PARK Park	200.00
	ь.			210.66
				22.57
	VEHICLE MAINTENANCE	WATER FUND	DISTRIBUTION	28.80
			DISTRIBUTION	50.00
			DISTRIBUTION	20.00
			DISTRIBUTION	100.00
	VEHICLE MAINTENANCE	WATER FUND	LAKE Take	90.06
			COLLECTIONS	77.96
			ξΩ.	400.00
	VEHICLE MAINTENANCE	SANITATION FUND	SANITATION FUND	123.40
				10.00
				7.32
	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	SANITATION FUND	SANITATION FUND SANITATION FUND	150.00
	VEHICLE MAINTENANCE	SANITATION FUND	ĹΞι	50.00
			TOTAL:	11,698.44

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CMC INC	OIL RED MOLY TUBE	SANITATION FUND	SANITATION FUND TOTAL:	328.50
CONTINENTAL RESEARCH CORPORATION	FLEX FORM BACTO BRIK BACTO BRIK	MAINTENANCE FUND SEWER FUND SEWER FUND	MAINTENANCE FUND COLLECTIONS COLLECTIONS	569.16 518.31 475.00 1,562.47
CORE & MAIN LP	SUPPLIES	WATER FUND WATER FUND WATER FUND WATER FUND SEWER FUND SEWER FUND SEWER FUND SEWER FUND SEWER FUND	DISTRIBUTION DISTRIBUTION DISTRIBUTION DISTRIBUTION DISTRIBUTION COLLECTIONS COLLECTIONS COLLECTIONS COLLECTIONS TOTAL: TOTAL:	760.00 291.96 877.60 970.70 525.00 935.40 623.60 612.00 861.52 259.28
COVE PRODUCTS	DOG HOUSE DOG HOUSE	GENERAL FUND GENERAL FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE TOTAL:	1,358.00 43.00 1,401.00
DAY STAR	SUPPLIES	WATER FUND	DISTRIBUTION TOTAL:	109.34
DEERE CREDIT, INC	030-0075379-000	WATER FUND	DISTRIBUTION TOTAL:	18,738.58
EMC INSURANCE COMPANY	J.SCHIBI CLAIM	WATER FUND	ADMINISTRATIVE TOTAL:	1,000.00
O C erecy	2103 CORNING/1100 MAIN CITY MAIN STORM SIREN STREET LIGHTS SENIOR CENTER REC CENTER CORP DR WATER TREATMENT	GENERAL FUND ECONOMIC DEV SALES WATER FUND SEWER FUND	GENERAL ADMINISTRATIVE ECONOMIC DEV SALES TAX TREATMENT PLANT COLLECTIONS TOTAL:	404.97 6,802.21 204.06 13,679.50 195.67 679.10 791.38 9,870.25 12,431.02 45,058.16
EXTREME RENTAL LLC	CONCRETE DEMO HAMMER	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	1,600.00
FIRST RESPONDERS OUTFITTERS, INC	SUPPLIES SUPPLIES SUPPLIES	GENERAL FUND GENERAL FUND GENERAL FUND	POLICE POLICE POLICE TOTAL:	150.00 71.97 314.99 536.96
FOLEY INDUSTRIES, INC.	PARTS	SEWER FUND	TREATMENT PLANT TOTAL:	40.70
GALLS LLC	GUN SAFES	GENERAL FUND	POLICE	289.96

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	289.96
GLOBAL PAYMENTS INTEGRATED	CC SERV, CHG APRIL 2024 CC SERV, CHG APRIL 2024 CC SERV, CHG APRIL 2024	WATER FUND WATER FUND	ADMINISTRATIVE ADMINISTRATIVE ADMINISTRATIVE TOTAL:	2,379.06 274.59 1,673.94 4,327.59
HAWKINS, INC	PARTS	SEWER FUND	TREATMENT PLANT TOTAL:	6,120.00
HAYNES EQUIPMENT CO INC	PARTS	SEWER FUND	TREATMENT PLANT TOTAL:	238.52
J&K WINDOWSHINE	WINDOW WASHING	GENERAL FUND	POLICE TOTAL:	75.00
JOPLIN SUPPLY CO, INC	PARTS	GENERAL FUND	PARK TOTAL:	1,581.04
KAESER COMPRESSORS, INC	BLOWER BLOCK AND MISC DIAGNOSIS TRIP/AIR COMPRE BLOWER BLOCK AND MISC	SEWER FUND SEWER FUND	TREATMENT PLANT TREATMENT PLANT TREATMENT PLANT TOTAL:	546.83 1,309.25 10,417.17 12,273.25
KANSAS GAS SERVICE	112 S 17TH	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	462.83
KU EDWARDS CAMPUS	EDUCATION/SMITH EDUCATION/SILLS EDUCATION/JOHNSTON EDUCATION/LINDSEY	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND	POLICE POLICE POLICE POLICE TOTAL:	50.00 90.00 90.00 50.00
LABETTE AVENUE	HIRING ADS	GENERAL FUND	POLICE TOTAL:	378.00
LABETTE/MONTGOMERY RURAL WATER DISTRIC	WATER FEES	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	21.45
LAWSON PRODUCTS	PARTS PARTS PARTS	MAINTENANCE FUND MAINTENANCE FUND SANITATION FUND	MAINTENANCE FUND MAINTENANCE FUND SANITATION FUND TOTAL:	79.25 835.76 204.24 1,119.25
LEAGUE OF KANSAS MUNICIPALITIES	KORA PD RECORDS WEBINAR	GENERAL FUND	POLICE TOTAL:	25.00
METAL MASTERS	REPAIRS REPAIRS	SANITATION FUND SANITATION FUND	SANITATION FUND SANITATION FUND TOTAL:	232.61 279.14 511.75
MFA INCORPORATED	ROUNDUP POWERMAX	GENERAL FUND	PARK TOTAL:	10,656.53
MID WEST MINERALS INC	ROCK	WATER FUND WATER FUND	DISTRIBUTION DISTRIBUTION	683.69 2,115.28

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	ROCK	WATER FUND	DISTRIBUTION TOTAL:	934.30
MIKE CARPINO FORD PARSONS	REPAIRS	GENERAL FUND	POLICE TOTAL:	194.44
MONIQUE REDMOND	BOND RETURN	GENERAL FUND	NON-DEPARTMENTAL TOTAL:	200.00
MUNICIPAL SUPPLY, INC OF WICHITA	PARTS 18" RAISED METER PIT RING 18" RAISED METER PIT RING 18" RAISED METER PIT RING SUPPLIES REPLACING SEWER AT HOSPIT	WATER EUND WATER EUND WATER FUND WATER FUND SEWER FUND	DISTRIBUTION DISTRIBUTION DISTRIBUTION DISTRIBUTION COLLECTIONS COLLECTIONS TOTAL:	1,107.39 1,100.10 3,667.00 2,566.90 1,156.00 2,630.74 12,228.13
NORTHERN TOOL & EQUIPMENT	PARTS	GENERAL FUND	PARK TOTAL:	334.88
O'BRIEN ROCK CO., INC.	FLOWABLE/FUEL FLOWABLE/FUEL	WATER FUND SEWER FUND	DISTRIBUTION COLLECTIONS TOTAL:	2,512.00 680.00 3,192.00
O'REILLY AUTOMOTIVE	13815 13815 13815 13815 13815 13815	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND MAINTENANCE FUND MAINTENANCE FUND MAINTENANCE FUND MAINTENANCE FUND	POLICE STREET PARK PARK MAINTENANCE FUND MAINTENANCE FUND MAINTENANCE FUND	21.99 62.98 9.99 90.46 8.80 174.38
22	13815 13815 13815 13815 13815 13815 13815 13815		러러	1,293.88 14.23 94.23 85.54 9.21 49.67 46.35 29.99 29.99 34.78
OLSSON ASSOCIATES	INSPECTIONS	WATER FUND	LAKE TOTAL:	1,142.61
PACE ANALYTICAL SERV INC	WEEKLY MONTHLY/WEEKLY	SEWER FUND SEWER FUND	TREATMENT PLANT TREATMENT PLANT TOTAL:	677.90 901.90 1,579.80
PARSONS HOSPITALITY HOLDING, LLC	APRIL 2024 COMM DEV DISC	TOURISM	TOURISM TOTAL:	2,339.72 2,339.72
PITNEY BOWES INC	POSTAGE MACHINE	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	477.66

05-02-2024 12:48 AM	COMMISSION RE	PORT	PAGE:	9
VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PITTCRAFT, LLC	PLAQUE/ ROBERTS	GENERAL FUND	POLICE TOTAL:	60.70
PR DIAMOND PRODUCTS, INC	SUPPLIES	SEWER FUND	COLLECTIONS TOTAL:	654.00
QUILL CORPORATION	SUPPLIES SUPPLIES SUPPLIES	GENERAL FUND GENERAL FUND GENERAL FUND	POLICE POLICE POLICE TOTAL:	232.00 140.01 601.98 973.99
R & F FARM SUPPLY INC	PARTS PARTS PARTS	GENERAL FUND WATER FUND SEWER FUND	PARK TREATMENT PLANT TREATMENT PLANT TOTAL:	267.98 59.00 139.73 466.71
RAY & STEVES CAR WASH	SERVICES	WATER FUND	DISTRIBUTION TOTAL:	93.00
RON THOMANN	CLASS PAYMENT	SEWER FUND	COLLECTIONS TOTAL:	2,150.00
SALINA BLUEPRINT	SERVICES	GENERAL FUND	ENGINEERING TOTAL:	178.72
SEK AUTO SALES INC	REPAIRS TIRES	WATER FUND SANITATION FUND	DISTRIBUTION SANITATION FUND TOTAL:	27.99 1,784.76 1,812.75
SERV &	SERVICES SERVICES	GENERAL FUND GENERAL FUND	POLICE TOTAL:	550.00 550.00 1,100.00
SETH HARRISON	SEWER MITI 2720 CLARK	EPA COMPLIANCE	EPA COMPLIANCE TOTAL:	1,760.00
SHANDA LOFGREN	SERVICES/COOKIES	GENERAL FUND	GENERAL ADMINISTRATIVE TOTAL:	310.00
STATE TREASURER	APRIL 2024 MONTHLY FEES	GENERAL FUND	LEGAL/MUNICIPAL COURT TOTAL:	1,532.00
T H ROGERS LUMBER CO	SUPPLIES	GENERAL FUND	PARK TOTAL:	65.96
THOMPSON BROTHERS SUPPLIES INC	SUPPLIES SUPPLIES SUPPLIES	GENERAL FUND GENERAL FUND MAINTENANCE FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE MAINTENANCE FUND TOTAL:	2,493.90 32.25 78.62 2,604.77
TIMOTHY H WASS	SERVICES SERVICES	MAINTENANCE FUND WATER FUND	MAINTENANCE FUND LAKE TOTAL:	50.42 202.21 252.63
TODD K MEDLOCK	SERVICES SERVICES	WATER FUND WATER FUND	TREATMENT PLANT TREATMENT PLANT	1,123.14 278.82

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	BASIN#2 DO PROBE REPLCMNT SERVICES	SEWER FUND SEWER FUND	TREATMENT PLANT TREATMENT PLANT TOTAL:	614.16 391.48 2,407.60
TREIBER FINISHING	ABORETUM WINDMILL BASE 22ND AND BELMONT 3105 WILSON	PARK SALES TAX FUN WATER FUND SEWER FUND	PARK SALES TAX FUN PARK SALES TAX FUND WATER FUND COLLECTIONS TOTAL:	1,100.00 2,500.00 500.00 4,100.00
TREY REASONER	BOOT REIM	WATER FUND	DISTRIBUTION TOTAL:	100.00
VOLMER'S TRUCK AND TIRE	REPAIRS REPAIRS	GENERAL FUND SANITATION FUND	STREET SANITATION FUND TOTAL:	1,462.51 10,285.93 11,748.44
WAXIE SANITARY SUPPLY	SUPPLIES	GENERAL FUND	GENERAL ADMINISTRATIVE	126.00
WOOD INSURANCE CENTER, LLC	POLICY TBD POLICY S344194 POLICY PR 00154725 POLICY TBD POLICY TBD POLICY TBD	GENERAL FUND GENERAL FUND GENERAL FUND WATER FUND SEWER FUND SANITATION FUND	GENERAL ADMINISTRATIVE GENERAL ADMINISTRATIVE AIRPORT ADMINISTRATIVE ADMINISTRATIVE SANITATION FUND TOTAL:	4,969.75 660.00 4,299.00 4,969.75 4,969.75 24,838.00

223,209.14	GRAND TOTAL:
1,760.00	EPA COMPLIANCE
18,549.88	SANITATION FUND
52,317.10	SEWER FUND
64,039.94	WATER FUND
1,100.00	PARK SALES TAX FUND
1,222.04	ECONOMIC DEV SALES TAX
2,511.58	MAINTENANCE FUND
2,426.18	TOURISM
79,282.42	GENERAL FUND

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# 2024 HAY BID TABULATION Project 2024-05

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Ed	Brown		62.00	62.00	45.00	62.00	62.00	45.00	62.00			62.00
Joe	Linnebur							17.67				
Allen	Baker					18.25		22.50				22.50
Eil	Gilpin		44.50	44.50			50.05					
John	Simmons					22.20						
Harry	Cormeny 2nd											45.00
Mike	Dillinger		44.00		35.00		35.00					
Randy	Roberts		61.28	61.28	18.21		61.28			,		16.22
			\$	\$	\$	\$	\$	\$	٠			s
BIDDER'S NAME:		Lake Parsons	Elks Shelter (35 acre)	No. of Kiwanis (85 acre)	Below Dam (12 acre)	Lions Shelter (35 acre)	Camping Area (30 acre)	So of Galesburg (5 acre)	So of Lake Care (32 acre)	i i	I'II-CITY AIRDOR	Tract   &    (91.07 acres)



# Memorandum

City of Parsons

Engineering/Public Works Department

TO:

Debbie Lamb, City Manager

FROM:

Darrell Moyer, Director of Engineering/Public Works

**DATE:** 

May 6, 2024

RE:

Innovative Masonry Restoration Services Pay Request #5 for Project

2023-04, Municipal Building Masonry Renovation

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

Pay Request #5 on Project 2023-04 in the amount of \$258,190.39 to Innovative Masonry Restoration Services for Municipal Building Masonry Repairs.

# **Information**

Innovative Masonry Restoration submitted an invoice for Pay Request #4 for masonry services through 3/31/2024. The invoice total is \$258,190.39.

# **Action Requested**

Approve payment #4 to Innovative Masonry Restoration for masonry services through 3/31/2024. The invoice is \$258,190.39.

Darrell Moyer

City Engineer/Director of Public Works

#### **AIA Type Document Application and Certification for Payment**

Overland Park, KS 66214-2619

Page 1 of 10

TO (OWNER): City of Parsons 112 South 17th Street Parsons, KS 67357

PROJECT: Parsons Municipal Building 112 S. 17th Street Parsons , KS 67357

APPLICATION NO: 5 PERIOD TO: 3/31/2024

DISTRIBUTION TO:

FROM (CONTRACTOR): Innovative Masonry Restoration 16264 Lakeside Ave SE

VIA (ARCHITECT): Don McMican 10251 Goddard St.

**ARCHITECT'S** PROJECT NO: OWNER ARCHITECT CONTRACTOR

Prior Lake, MN 55372

CONTRACT FOR: Project 2023-04 Municipal Building Exter

**CONTRACT DATE: 6/26/2023** 

# CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM		\$	1,031,500.00
2. Net Change by Change Orders		\$	204,475,00
3. CONTRACT SUM TO DATE (Line 1 + 2). $\odot$		\$	1,235,975.00
4. TOTAL COMPLETED AND STORED TO DA	TE	\$	720,829.07
5. RETAINAGE:			
a. 10.00 % of Completed Work	\$	72,082.91	
b% of Stored Material	\$	0.00	
Total retainage (Line 5a + 5b)		s	72,082.91
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	/3/·····	\$	648,746.16
7. LESS PREVIOUS CERTIFICATES FOR PAY (Line 6 from prior Certificate)		\$	390,555.77
8. CURRENT PAYMENT DUE			
9. BALANCE TO FINISH, INCLUDING RETAIN (Line 3 less Line 6)	AGE	587,228.84	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	
Total changes approved in previous months by Owner	204,475.00	0.00	
Total approved this Month	0.00	0.00	
TOTALS	204,475.00	0.00	
NET CHANGES by Change Order	204,475.00		

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR	Innovative Masonry Restoration
	16264 Lakeside Ave SE Prior Lake, MN 55372

My Commission Expires January 31, 2025

By: Jim Dolby	- Killy		Date: 04/09	/2024	
State of: MN	/ Principal				
County of: Dakota					
Subscribed and Sy	orn to before me this	9th	Day of	April	20 24
Notary Public:	iased Heron	6		NE L GROSSMAN ublic - Minnesota	7

#### ARCHITECT'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED...... \$ 258,190.39

In Accordance with the Contract Documents, based on on-site observations and the data com-prising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

(Attach explanation if amount certified differs from the ar	nount applied. Initial all figures on this
Application and on the Continuation Sheet that are chan	ged to conform to the amount certified.)
ARCHITECT: Donald of Mr Mican	Date: 4/25/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# Memorandum

City of Parsons

Engineering/Public Works Department

TO:

Debbie Lamb, City Manager

FROM:

Darrell Moyer, Director of Engineering/Public Works

DATE:

April 22, 2024

RE:

Pay Request No.4 from Transystems for Professional Services for

Tolen Creek Trail

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

# Pay Request No. 4 Transystems for Professional Services for Tolen Creek Trail

<u>Information</u> Transystems submitted in Pay Request No.4 for professional services for Tolen Creek Trail. Invoice # 0004431430 for \$17,811.028 for service through March 22, 2024.

# **Action Requested**

Approve payment of Pay Request No. 4 to TranSystems in the amount of \$17,811.28

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

Parsons, KS 67357

#### Client:

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

Reference:

Invoice Date: 3/29/2024
Project No: P112220004
Invoice No: INV-0004431430

Project Name: Design for Tolen Creek Trail

For professional services rendered through March 22, 2024 for the above referenced project.

Staff Type	Name	Rate	Hours	Amount
Labor				
Construction Services IV	Jon L. Johnson	225.00	11.00	\$2,475.00
Civil Engineer 3	Chad C. Banka	178.00	3.00	\$534.00
Civil Engineer 5	Shawn D. Turner	389.00	16.00	\$6,224.00
Industry Specialist III	Christopher L. Hall	157.00	53.00	\$8,321.00
Total Labor			83.00	\$17,554.00
Reimbursables				
Mileage - Personal Vehicle				\$257.28
Total Reimbursables				\$257.28
Invoice Total				\$17,811.28

**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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# TRANSYSTEMS



115 S. Sixth Street Suite B Independence, KS 67301 Tel 620 331 3999 Fax 620 331 4082

www.transystems.com



April 17, 2024

Darrell Moyer City of Parsons 112 S. 17th Street PO Box 1037 Parsons, KS 67357

RE: Design for Tolen Creek Trail

m & 42h\_

Dear Darrell:

Enclosed find our invoice in the amount of \$17,811.28 for services through March 22, 2024.

Should you have any questions or comments, please contact me.

Very Truly Yours,

Jon L. Johnson Project Manager

#### Memorandum

City of Parsons

Engineering/Public Works Departments

TO:

Debbie Lamb, City Manager

FROM:

Darrell Moyer, Director of Engineering

**DATE:** 

April 23, 2024

RE:

City/State Agreement KDOT No. 179-22, Project No. 59-50 KA-

3901-01 Bridge Replacement

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

#### <u>City/State Agreement KDOT No. 179-22, Project No. 59-50 KA-3901-01</u> <u>Bridge Replacement Project</u>

The City/State Agreement encompasses project to replace the bridge on US 59 located 1.1 mile North of US-400 in Parsons, KS. KDOT is undertaking the Project and shall be solely responsible for the payment of Project costs for all work phases including Preliminary Engineering, Right of Way, Utility Adjustments, Construction Engineering, and Construction. Costs for this Project will be paid using state funds.

There is no local match required.

#### **Action Requested**

Authorize Mayor's signature on City/State Agreement. No. 179-22, Project No59-50 KA-3901-01.

Darrell Moyer

Director of Engineering

PROJECT NO. 59-50 KA-3901-01 STP-A390(101) BRIDGE REPLACEMENT CITY OF PARSONS, KANSAS

#### PROJECT AUTHORIZATION AGREEMENT

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

#### **RECITALS:**

- A. The Secretary has authorized a bridge replacement project, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of roadways and bridges in the State of Kansas.
- C. Because the Project Limits extend into the corporate city limits of Parsons, Kansas, the Parties desire to set forth their responsibilities and understanding of the Project through execution of this Agreement.

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

#### **ARTICLE I**

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

- 1. "Agreement" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. "City" means the City of Parsons, Kansas, with its place of business located at 112 S. 17<sup>th</sup> Street, Parsons, KS 67357.
- 3. "City Connecting Link" means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.
- 4. "Construction" means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading, or similar work upon real property.
- 5. "Consultant" means any engineering firm or other entity retained to perform consulting or design services for the Project.

- 6. "Contractor" means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
- 7. "Design Plans" means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
- 8. "Effective Date" means the date this Agreement is signed by the Secretary's designee.
- 9. "KDOT" means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
- 10. "Letting" or "Let" means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
- 11. "Non-Participating Costs" means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
- 12. "Participating Costs" means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
- 13. "Parties" means the Secretary of Transportation and KDOT, individually and collectively, and the City.
- 14. "Project" means replacement of Bridge No. 999905900500151 (KDOT Bridge No. 015) on US-59 located 1.1 mile north of US-400 / Main Street in Parsons, Kansas, and is the subject of this Agreement.
- 15. "Project Limits" means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
- 16. "Right of Way" means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
- 17. "Secretary" means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
- 18. "Utilities" or "Utility" means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

#### ARTICLE II

#### **SECRETARY RESPONSIBILITIES:**

- 1. Payment of Costs. The Secretary is undertaking the Project and shall be solely responsible for the payment of Project costs for all work phases including Preliminary Engineering, Right of Way, Utility Adjustments, Construction Engineering, and Construction (which includes the costs of all Construction Contingency Items.) Costs for this Project will be paid using state funds. There is no local match required.
- 2. <u>Right of Way Acquisition</u>. In the name of the Secretary, the Secretary will perform appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. All costs for Right of Way as shown on the Design Plans will be paid for with state funds. The Secretary will receive and disburse all funds directly to the parties involved in acquisition of Right of Way.
- 3. <u>Design, Letting, and Administration</u>. The Secretary will prepare the Design Plans, Let the contract for the Project and administer the Construction of the Project, and administer the payments due the Contractor. Except as otherwise provided, all Construction items included in the Design Plans shall be paid for with state funds.
- 4. General Indemnification. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, et seq.), including but not limited to the exceptions and maximum liability provisions, the Secretary shall defend, indemnify, hold harmless, and save the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, or subcontractors. The Secretary shall not be required to defend, indemnify, hold harmless, and save the City for negligent acts or omissions of the City or its authorized representatives or employees.
- 5. <u>Indemnification by Contractors</u>. The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the contractor's agent, subcontractors, or suppliers. If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

#### 6. <u>Utilities</u>.

- (a) <u>Utility Relocation</u>. The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing utilities that have to be installed, moved or adjusted will be located or relocated in accordance with the current version of the <u>KDOT Utility Accommodation Policy</u> (UAP), as amended or supplemented.
- (b) Cost of Relocation.

- (i) If the City has a population of less than 2,501 (based on the U.S. Bureau of Census- 2010 Census), the Secretary agrees to be responsible for the expense to remove or adjust City owned Utilities located on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The payment of such expense by the Secretary shall be by a separate Utility adjustment agreement between the Secretary and the City.
- (ii) If the City has a population of more than 2,500 (based on the U.S. Bureau of Census-2010 Census), the Utility owners shall be responsible for the expense to remove or adjust all Utility facilities on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The expense of removal or adjustment of Utilities located on private easements shall be reimbursed to the Utility owners by the Secretary. The payment of such expense by the Secretary shall be by separate Utility adjustment agreement between the Secretary and the Utility owners.

#### **ARTICLE III**

#### **CITY RESPONSIBILITIES:**

- 1. <u>Legal Authority</u>. By signature on this Agreement, the signatory certifies he or she has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
- 2. <u>Project Authorization.</u> The City authorizes and agrees to the Project and the Secretary is empowered by the City to take all steps reasonable and necessary to complete the Project.

#### 3. Right of Way.

- a. Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, including any land owned or controlled by a land bank formed under K.S.A. § 12-5901, et seq. lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing and maintaining the Project. The Secretary shall not participate in the cost of the City's Right of Way or easements, including any land owned or controlled by a land bank formed under K.S.A. § 12-5901, et seq., unless the Secretary determines the City will incur an unnecessary hardship. If the Secretary requests, the Citty shall execute the appropriate deeds and easements transferring its property rights to the Secretary. If so requested, the City acknowledges the execution and transferring of the deeds and easements by the City to the Secretary is an obligation of the City for this Agreement and Construction of the Project.
- b. Cooperation in Right of Way Acquisition. The City acknowledges the Secretary may be performing appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. The City will cooperate in that purpose, as necessary, for completion of the Project.



- 4. Removal of Encroachments. The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.
- 5. <u>Future Encroachments</u>. Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than of the distance permitted by the National Fire Code.
- 6. Parking Control. The County shall prohibit parking of vehicles within the Project Limits and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.
- 7. Access Control. The County will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the County other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.
- 8. Accounting. Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the County shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the County to any party outside of the Secretary and all costs incurred by the County not to be reimbursed by the Secretary.
- 9. General Indemnification. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, et seq.) as applicable, the City shall defend, indemnify, hold harmless, and save the Secretary and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or its authorized representatives or employees.

#### ARTICLE V

#### **GENERAL PROVISIONS:**

- 1. <u>Incorporation of Project Documents</u>. The final Design Plans are by this reference made a part of this Agreement as if set forth in their entirety herein.
- 2. <u>Traffic Control</u>. The Parties agree to the following with regard to traffic control for the Project:



- (a) <u>Temporary Traffic Control</u>. The Secretary shall determine in consultation with the City the manner in which traffic is to be handled during Construction. Before the final Design Plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the City and the Secretary, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the City and the Secretary shall approve such revisions before they become effective.
- (b) Permanent Traffic Control. The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary.
- 3. <u>City Connecting Link</u>. The Parties have a current agreement covering routine maintenance of the City Connecting Link and it is the Parties' intention that it shall remain in full force and effect. The mileage set out in the City Connecting Link maintenance agreement is not affected by this Agreement.
- 4. <u>Civil Rights Act</u>. The "<u>Special Attachment No. 1</u>: Civil Rights Act, Rev. 01.24.23" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
- 5. <u>Contractual Provisions</u>. The provisions found in the current version of "<u>Special Attachment No. 2</u>, Contractual Provisions Attachment (Form DA-146a)", which is attached hereto, are incorporated into, and made a part of this Agreement.
- 6. <u>Termination</u>. If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.
- 7. <u>Headings</u>. All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
- 8. <u>Binding Agreement</u>. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office. The City shall not transfer or assign this Agreement or any rights that accrue thereunder without prior written approval from the Secretary.
- 9. No Third-Party Beneficiaries. No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
- 10. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Agreement No. 179-22 Project No. 59-50 KA-3901-01 Bureau of Road Design

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

The signature page immediately follows this paragraph.

Agreement No. 179-22 Project No. 59-50 KA-3901-01 Bureau of Road Design

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

ATTEST:		CITY OF PARSON	S, KANSAS
CITY CLERK	(Date)	Mayor	(Date)
(SEAL)			

Agreement No. 179-22 Project No. 59-50 KA-3901-01 Bureau of Road Design

Kansas Department of Transportation Secretary of Transportation

By:	
Greg M. Schieber, P.E.	(Date)
Deputy Secretary and	` ,
State Transportation Engineer	

Approved as to form:

## KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ATTACHMENT

#### **PREAMBLE**

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

#### **CLARIFICATION**

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

#### ASSURANCE APPENDIX A

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

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

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

#### ASSURANCE APPENDIX E

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

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

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

#### CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

- 1. <u>Terms Herein Controlling Provisions</u>: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. <u>Kansas Law and Venue</u>: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. <u>Disclaimer Of Liability</u>: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
- 5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

#### Memorandum

City of Parsons Economic Development Dept.

**TO:** Debbie Lamb, City Manager

FROM: Jim Zaleski, Economic Development Director

**CC:** Robyn Baker, City Clerk

**Date:** April 29, 2024

**RE:** Request for Retail Recruitment Grant

Please place the following item on the City Commission agenda for approval at the May 6, 2024 city commission meeting.

#### **Project History**

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

#### **Action Request**

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

#### Memorandum

City of Parsons Utilities Department

**TO:** Debbie Lamb, City Manager

**DATE:** April 30, 2024

RE: Pay Request No. 9, 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 May 6, 2024 meeting:

#### Pay Request No. 9, 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 21st 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 \$10,200.00 for work completed through 3/30/24.

#### **Funding Source**

**EPA** Compliance Funds

#### **Action Request**

Approve and authorize payment for Pay Request No. 9, in the amount of \$10,200.00 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. 1200612111 4/15/2024 3/30/2024 10374043

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

Invoice Period	through	03/30/24

	i2	Fee	% Complete		Fee Earned To Date	-	Previously Invoiced		Current Amount Due
Professional Engineering Services									
Task 1 - Project Management	\$	12,000.00	84%	s	10.080.00	s	10.000.00	s	60.00
Task 2 - Final Design - 21st Street Basins (N&S)	\$	162,000,00	75%	\$	121,500.00	5	113,400.00	5	8,100.00
Task 3 - Survey & Final Design - Rosewood	\$	53,000.00	72%	S	38,160.00	5	37,100.00	\$	1.060.00
Task 4 - Final Design - Downtown	\$	48,000.00	_72%	S	34,560.00	\$	33,600.00	\$	960.00
Overall Project	\$	275,000.00	74%	\$	204,300.00	\$	194,100.00	\$	10,200,00
TOTAL AMOUNT DUE THIS INVOICE								\$	10,200.00

TOTAL FEE	\$ 275,000.00
TOTAL AMOUNT BILLED TO DATE	\$ 204,300.00
TOTAL FEE REMAINING	\$ 70,700.00
Approved By: Eric Farrow, P.E.	

#### Memorandum

City of Parsons Utilities Department

TO:

Debbie Lamb, City Manager

FROM:

Derek Clevenger, Director of Utilities

DATE:

April 30, 2024

RE:

Pay Request No. 8, Trekk Design Group, LLC Project 2022-10

**Lead Service Line Inventory** 

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

## Pay Request No. 8, Trekk Design Group, LLC Project 2022-10 Lead Service Line Inventory

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

The attached pay request is for Invoice No. 24-000091 for work completed through 4/17/24 in the amount of \$46,798.11.

Remaining balance is \$79,519.47.

#### **Funding Source**

State Revolving Loan Funds

#### **Action Request**

Approve Pay Request No. 8 in the amount of \$46,798.11 to Trekk Design Group, LLC.

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



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

Invoice number

24-000091

Date

04/17/2024

Project 22-0499 Parsons KS Lead Service Inventory

Services through 03/31/2024

1.2 - Project Administration				
Labor Fees				
		Hours	Rate	Billed Amoun
Project Administrator	_	4.25	95.00	403.75
Industry Specialist I		14.25	160.00	2,280.00
Senior Professional Engineer		8.00	212.00	1,696.00
	Phase subtotal	0.00	212.00	4,379.75
1.3 - Progress Meetings	1 Hase subtotal			4,379.70
Labor Fees				
Lubol 1 000				Dille
		Hours	Rate	Billed Amoun
Industry Specialist I	-	8.50	160.00	1,360.00
2.1-2.2 - Public Outreach and Education				.,
Labor Fees				
				Billed
		Hours	Rate	Amoun
Industry Specialist I	,—	12.50	160.00	2,000.00
Office Technician II		6.25	85.00	531.25
	Phase subtotal		·	2,531.25
2.3 - Appointment Phone Calls and Email Replies				•
Labor Fees				
				Billed
	-	Hours	Rate	Amount
Field Manager		15.00	122.00	1,830.00
1.1 - Field - Lead Service Inventory				
Labor Fees				
				Billed
		Hours	Rate	Amount
Field Manager		50.00	122.00	6,100.00
Field Technician II		217.50	95.00	20,662.50
Industry Specialist I		1.25	160.00	200.00
EXPENSES				
				Billed
Mobilizations		Units	Rate	Amount
Mobilizations	<b>-</b> .	3.00	1,500.00	4,500.00
	Phase subtotal			31,462.50

**Invoice Summary** 

5	0

Prior

Billed

197,839.17

This Invoice

46,798.11

Total

Billed

244,637.28

Remaining

79,519.47

Contract

**Amount** 

324,156.75

Total

Remaining

Percent

24.53

#### Memorandum

City of Parsons Economic Development Dept.

TO:

Debbie Lamb, City Manager

FROM:

Jim Zaleski, Economic Development Director

CC:

Robyn Baker, City Clerk

Date:

April 29, 2024

RE:

Chamber of Commerce MOU

Please place the following item on the City Commission agenda for approval at the May 6, 2024 city commission meeting.

#### **Project History**

The Parsons Chamber of Commerce currently rents at no cost the former east branch location of Labette Bank, currently owned by the City. Additional subsidy has been requested by the Chamber as has been done in past years. The submitted MOU outlines that subsidy as follows for 2024. \$10,000 in direct operational subsidy, \$8,000 in additional "Gold" sponsorship opportunities and limited 50/50 assistance on utilities.

This new MOU also allows for a direct "presenting" sponsorship of the annual Fourth of July Fireworks in the amount of \$10,000.

#### **Action Request**

To approve the agreement between the City of Parsons and the Parsons Chamber of Commerce under the terms of the outlined and included MOU



#### **Parsons Chamber of Commerce Memorandum of Understanding**



This agreement is entered into this day of	2024, between The City of Parsons
Convention and Visitors Bureau, a municipal corporation, here	rafter referred to as "Bureau" and the
Parsons Chamber of Commerce, hereafter referred to as "Cham	iber." This understanding will be in effect
beginning on January 1 and ending on December 31, 2024.	5

#### Agreement Summary:

This agreement between the Bureau and the Chamber is for the fulfillment services, management of the 24-hour visitor information center and carrying out fulfillment duties on behalf of the Bureau. Such duties include but are not limited to storage of brochures, maps, guides and other informational collateral as provided by the Bureau or an independent source. This includes the ordering of material, stocking, cleaning and upkeep of the 24-hour visitor center and subsequent visitor information racks throughout the city and region.

#### Additional Services provided by Chamber:

- a. The Chamber will provide reasonable on-site storage to keep the necessary brochures, guides, maps and other collateral to fulfill customer requests, fulfillment needs and the stocking of information rack brochures.
- b. The Chamber will receive, process, package and forward all requests for collateral and/or information from potential visitors via e-mail, walk-in, or other means directly to the requesting party. (direct postage fees to be paid by Bureau)
- c. The Chamber will provide an individual to visit and stock visitor information racks during regular business hours on a specified schedule set by the Chamber. Rack locations include but are not limited to Holiday Inn Express, Quality Inn, Best Western Hotel, Stockyards Travel Plaza and others as decided upon.
- d. There will be no additional processing, storage or set-up fees beyond actual expenses for fulfillment, printing, postage, phone services, etc.
- e. Additional tourism liaison duties between the state tourism office and the information locations in Parsons for the proper ordering, receiving and subsequent stocking of those statewide materials provided through the Kansas State Tourism Office.
- f. As part of this liaison position the chamber will provide input and data to the state tourism web site to promote attractions and events throughout Parsons and Labette County.

#### Facility:

The Chamber will rent from the Bureau the facility located at 506 Main Street, Parsons, KS. Said lease shall be in effect during the term of this agreement. Consideration for said lease shall be the duties performed by Chamber under the terms of this Memorandum of Understanding. The Chamber will be responsible for general upkeep, maintenance, and small repairs, except that the Bureau agrees to reimburse Chamber for up to 50% of the cost of said upkeep, maintenance, and small repairs in amount





#### Parsons Chamber of Commerce Memorandum of Understanding



#### Facility (continued):

not to exceed \$1,000.00. Chamber will be responsible for all utilities except that the Bureau agrees to reimburse Chamber for one half of all utilities (water/sewer, gas and electric) in an amount not to exceed \$3,000.00 for the term of the lease, although the Chamber reserves the right to request reimbursement in excess of \$3,000.00 if exigent circumstances warrant said request. Bureau is not obligated to grant said request. The responsibility for the cost of large repairs and unexpected costs will be negotiated between the parties on a case-by-case basis with both parties being expected to share in the cost of said items unless agreed otherwise. Any amount due under the terms of this paragraph shall be billed quarterly and any amounts paid by Bureau to Chamber herein are considered separate from any other payments or subsidies paid by Bureau to Chamber in other parts of this Memorandum of Understanding not related to the rental of the facility.

#### 2024 Subsidy Payment Schedule:

The Bureau will pay the Chamber two \$5,000.00 payments upon being invoiced in July and October, for an annual total of \$10,000.00. This subsidy shall be consideration for the duties performed herein, except that it shall not count towards any other sums owed by Bureau to Chamber described in other parts of this Memorandum of Understanding.

#### **Bureau to Provide:**

- a. The Bureau will continue with the responsibility of the visual look and aesthetic value of all information distribution locations including the visitors' center located in the chamber offices; this includes cost and upkeep of all brochure racks, furniture and displays. (Daily maintenance and stocking to be done by the Chamber as described above)
- b. The Bureau will provide background information and training as requested by the Chamber to allow for the efficient and effective answering of inquiries from visitors.
- c. The Bureau will provide or assume the financial responsibility of all printed material including but not limited to guides, brochures and bags. Maps and business locator information will continue to be the responsibility of the Chamber.

#### Chamber Additional Funds:

The Bureau agrees to pay \$8,000.00 per year, paid in two installments, to be considered a "Gold" level sponsor in the Chamber sponsored events described in Addendum A. Chamber shall invoice the Bureau for said payment at the same time it invoices the Bureau for its 2024 subsidy payments.



#### Parsons Chamber of Commerce Memorandum of Understanding



#### Fireworks Subsidy:

The Bureau agrees to provide in addition to the other sums described herein, \$10,000 to be paid upon invoice for the annual city-wide fireworks display to be coordinated by the Chamber with assistance from city services on July 4, 2024. The Chamber agrees to the following items:

- 1. The branding of the event will now read, "City of Parsons Fireworks Display" on all collateral and printed material associated with the event.
- 2. Additional sponsors, including the Chamber, may receive subsequent promotion in printed material as subordinate or "supporting sponsors".
- 3. Fiscal year 2025 and beyond support will be dependent (if available from the vendor) upon a multi-year contract signed in 2024 providing subsequent lower pricing and/or additional product from the supplier.
- 4. Fiscal year 2025 and beyond support will be dependent (if available from the vendor) upon an early payment clause in the contract signed in 2024 also providing subsequent lower pricing and/or additional product from the supplier.
- 5. The Bureau will pay for the printing costs of any banners, or other promotional material containing the "City of Parsons Fireworks Display" message on them. This will be done at the Bureau's discretion and this payment will be in addition to the \$10,000 subsidy.

Both Parties agree to this negotiate this agreement annually, with the Chamber providing the following year funding request to the City no later than September 1.

Eric Strait, Mayor City of Parson	ıs	

### Á LA CARTE SPONSORSHIPS



# CHOOSE WHAT EVENTS YOU SPONSOR BASED ON YOUR INTERESTS AND BUDGET

#### GOLF TOURNAMENT APRIL 27

Platiaum \$5,000,00 Gold \$2,500,00 Silver \$1,000,00 Brottze \$500,00 bole soorso: \$100.00

#### FIREWORKS JULY 4

Platinum \$2,500.00 Gold \$1,500.00 Silver \$1,000.00 Bronze \$500

#### MOONLIGHT MADNESS AUGUST 23

P)grimum \$5,000,00 Gold \$2,500.00 Säver \$1,000,00 Bronze \$500

#### PK FESTIVAL OF ART OCTOBER 5

Planatio \$2,500,60 Gold \$1,500.00 Silver \$1,000.00 Bronze \$500

# VETERANS DAY PARADE NOVEMBER 11

Platmam \$1,000,00 Gold \$750,00 Silver \$500.00 Bronze \$250

#### CHRISTMAS PARADE DECEMBER 5

Zutinum \$2,500,00 Gold \$1,500.00 Silver \$1,000,00 Bronze \$500

#### HOMETOWN HOLIDAY DECEMBER 14

Platinum \$2,500.00 Gold \$1,500.00 Silver \$1,000.00 Bronze \$500

#### 2025 ANNUAL BANQUET JANUARY 25

Platimum \$5,000.00 Gold \$2,500.00 Silver \$1,000.00 Brouze \$500

#### WEBSITE ADVERTISING

Premium \$2,500.00 Category \$1,000.00 Banner Ad \$500.00 Logo \$100.00 INDIVIDUAL SPONSORSHIPS ARE IN ADDITION TO ANNUAL CHAMBER DUES.

#### Memorandum

City of Parsons Economic Development Dept.

TO:

Debbie Lamb, City Manager

FROM:

Jim Zaleski, Economic Development Director

CC:

Robyn Baker, City Clerk

Date:

April 29, 2024

RE:

23 acres supplemental engineering

Please place the following item on the City Commission agenda for approval at the May 6, 2024 city commission meeting.

#### **Project History**

Changes to the 23 acres development planned along Queens Road include additional land both north and south of the original footprint. The quote to expand the engineering to include topographical survey, relocation of the retention pond, the potential addition of another retention pond, upgraded plat, updated storm water, drainage and new calculation of potential cost have been recalculated and an additional \$33,581 has been bid on the project.

#### **Action Request**

To approve the agreement between the City of Parsons and BG Consultants under the new terms of the supplemental agreement provided by BG Consultants.

Supplemental Agreement No. 1
to
Agreement – Consultant-Client
Between
City of Parsons, KS and BG Consultants, Inc.
For
Preliminary Plat – Northeast Subdivision
Kay Lane Extension to Queens Road
Parsons, Kansas

The purpose of this Supplement No. 1 is to modify the scope of services of the original contract. City of Parsons, KS, hereinafter called the CLIENT, and BG Consultants, Inc., hereinafter called the CONSULTANT, were parties to the original AGREEMENT. This agreement is a supplement to the AGREEMENT between the CLIENT and the CONSULTANT dated February 20, 2023.

#### SECTION I - SCOPE OF SERVICES

Under the terms of Supplemental Agreement No. 1, the CLIENT and CONSULTANT agree to modify the AGREEMENT as follows:

Add the following section to Exhibit 1:

#### **ADDITIONAL PRELIMINARY PLATTING SERVICES**

The CLIENT has requested additional Preliminary Platting services by adjusting the north line of the development approximately 200 feet north and 100 feet south. Reference the figure named Preliminary Plat 12-5-23 More Lots. The scope of the work is as follows:

- 1. Provide additional topographic survey to the north and south of the existing survey. The additional survey extents will be approximately 1600'x250' to the north and 500'x200' to the south.
- 2. Update the lot layout, sanitary sewer layout, waterline layout and storm sewer layout.
- 3. Update preliminary grading for the layout.
- 4. Update the storm water evaluation and drainage technical memo. An additional detention basin may be needed at the northwest portion of the development.
- 5. Update the Engineer's Opinion of Probable Costs.
- 6. The survey crew will be scheduled upon request from the CLIENT only.

#### **SECTION II - COMPENSATION**

For the scope of services listed above, the CLIENT agrees to pay the CONSULTANT a Lump Sum fee of \$33,581 for the additional scope of services.

Billing procedures and all other items pertaining to compensation are as described in the AGREEMENT.

#### **SECTION III – OTHER MATTERS**

	od that all terms of the original AGREEMENT, not ment No. 1, shall remain unchanged and in full force.
IN WITNESS WHEREOF, the par day of	ties have executed this Supplement No. 1 on this, 2024.
<u>City of Parsons, KS</u> CLIENT	BG Consultants, Inc. CONSULTANT
By	ByBruce Boettcher, P.E.
Title	Title Vice President
Date	Date _April 12, 2024

#### Memorandum City of Parsons

TO: Debbie Lamb, City Manager

FROM: Bob Spinks, Chief of Police

CC:

Date: April 24, 2024

**RE:** Acceptance of 5-Year Subscription to Omnigo for Police RMS

#### **BACKGROUND INFORMATION:**

Omnigo is the police department's records management and computer aided dispatch provider. This past year, the department upgraded the core modules in the software package to enhance our lock-up booking process, and case tracking and assignment for the Investigations Division. Omnigo also provides our internal email system, crime mapping and personnel records tracking. There are several other agencies in our region that are Omnigo customers, which means we can access their data bases which is extremely valuable from a criminal investigations point of view.

Omnigo is a records management system (RMS) provider for about 500 medium sized agencies across the US with a focus in the Midwest. They are based out St Louis (MO).

Omnigo has been our RMS provider for nearly a decade, and we see no better or more economical option for managing our records and dispatch function on the horizon.

Omnigo, like many law enforcement vendors, is trying to migrate their customers to 5-year subscriptions instead of the traditional year-to-year pricing. We would anticipate a rising annual cost if we stayed with the current year-to-year pricing, probably in the neighborhood of no less than 10% increases that could accelerate to as much as 20% annually.

Our current 2023 billing for Omnigo RMS services was \$25,870.49 County 911 paid \$6,336.04 for a total of \$32,206.53. County 911 pays a percentage of the cost for the RMS that touches the 911 System. That proportional payment will continue into the future. We negotiate that County contribution annually.

#### **DISCUSSION/ANALYSIS:**

Omnigo is proposing a 5-year RMS subscription that would total \$198,176.60.

2024	2025	2026	2027	2028	Total Cost Over 5 years
\$34,461.10	\$36,873.21	\$39,454.58	\$42,216.28	\$45,171.43	\$198,176.60
+2,254.57	+ \$2,412.11	\$2,581.37	\$2,761.70	\$2,955.15	

**NOTE:** County 911 will continue to provide a proportional payment toward our RMS based on the CAD that touches the 911 system. Those dollars come from the 911 telephone tax.

#### **BUDGET IMPLICATIONS:**

The funding for this project will come from annual budgeted general fund dollars in the police budget.

#### **ACTION REQUESTED:**

The Parsons Police Department has done its due diligence in trying to evaluate and select the most cost-effective system and has found no other viable option to the Omnigo RMS product.

Authorize the City Manager to accept the proposed 5-year subscription for police records management services from Omnigo.



Page 2 of 2



Omnigo Software, LLC 10430 Baur Blvd. Saint Louis, MO 63132 US www.Omnigo.com Phone: (800) 814-4843

Bill To PARSONS POLICE DEPARTMENT (KS) Robert Spinks rspinks@parsonspd.com 217 North Central Avenue Parsons, Kansas 67357 United States

Prepared By: Preparer Email: Quote Number: Created Date: Offer Valid Through: Subscription Term (Months): Subscription Start Date:

Shannon Dandridge shannon.dandridge@omnigo.com Q-40805-1 2/17/2024 11:28 AM 3/18/2024

2/1/2024

Ship To PARSONS POLICE DEPARTMENT (KS) Robert Spinks rspinks@parsonspd.com 217 North Central Avenue Parsons, Kansas 67357 United States

Subscriptions	Qty	Unit Price	Total Sale Price
ITI - Records Management (RMS)	120.00	\$2,680.41	\$64,329.84
Year 1	24.00	\$466.10	\$11,186.40
Year 2	24.00	\$498.72	\$11,969.28
Year 3	24.00	\$533.64	\$12,807.36
Year 4	24.00	\$570.99	\$13,703.76
Year 5	24.00	\$610.96	\$14,663.04
ITI - Records Management (RMS)	20.00	\$0.00	\$0.00
Year 1	4.00	\$0.00	\$0.00
Year 2	4.00	\$0.00	\$0.00
Year 3	4.00	\$0.00	\$0.00
Year 4	4.00	\$0.00	\$0.00
Year 5	4.00	\$0.00	\$0.00
ITI - Mobile Patrol	90.00	\$0.00	\$0.00
Year 1	18.00	\$0.00	\$0.00
Year 2	18.00	\$0.00	\$0.00
Year 3	18.00	\$0.00	\$0.00
Year 4	18.00	\$0.00	\$0.00
Year 5	18.00	\$0.00	\$0.00
ITI - Computer Aided Dispatch Workstations	10.00	\$26,316.58	\$52,633.16
Year 1	2.0	\$4,576.21	\$9,152.42
Year 2	2.0	\$4,896.54	\$9,793.08
Year 3	2.0	\$5,239.30	\$10,478.60
Year 4	2.0	\$5,606.05	\$11,212.10
Year 5	2.0	\$5,998.48	\$11,996.96
ITI - Computer Aided Dispatch Workstations	10.00	\$0.00	\$0.00
Year 1	2.0	\$0.00	\$0.00
Year 2	2.0	\$0.00	\$0.00

Subscriptions	Qty	Unit Price	Total Sale Price
Year 3	2.0	\$0.00	\$0.00
Year 4	2.0	\$0.00	\$0.00
Year 5	2.0	\$0.00	\$0.00
ITI - CAD E911	5.00	\$13,685.11	\$13,685.11
Year 1	1.00	\$2,379.71	\$2,379.71
Year 2	1.00	\$2,546.30	\$2,546.30
Year 3	1.00	\$2,724.53	\$2,724.53
Year 4	1.00	\$2,915.25	\$2,915.25
Year 5	1.00	\$3,119.32	\$3,119.32
ITI - Jail Management (JMS)	100.00	\$0.00	\$0.00
Year 1	20.00	\$0.00	\$0.00
Year 2	20.00	\$0.00	\$0.00
Year 3	20.00	\$0.00	\$0.00
Year 4	20.00	\$0.00	\$0.00
Year 5	20.00	\$0.00	\$0.00
ITI - JMS Livescan Cross Match	5.00	\$13,685.10	\$13,685.10
Year 1	1.00	\$2,379.71	\$2,379.71
Year 2	1.00	\$2,546.29	\$2,546.29
Year 3	1.00	\$2,724.54	\$2,724.54
Year 4	1.00	\$2,915.25	\$2,915.25
Year 5	1.00	\$3,119.31	\$3,119.31
ITI NCIC - Kansas	5.00	\$13,685.10	\$13,685.10
Year 1	1.00	\$2,379.71	\$2,379.71
Year 2	1.00	\$2,546.29	\$2,546.29
Year 3	1.00	\$2,724.54	\$2,724.54
Year 4	1.00	\$2,915.25	\$2,915.25
Year 5	1.00	\$3,119.31	\$3,119.31
ITI RMS - KS KLER	5.00	\$13,685.10	\$13,685.10
Year 1	1.00	\$2,379.71	\$2,379.71
Year 2	1.00	\$2,546.29	\$2,546.29
Year 3	1.00	\$2,724.53	\$2,724.53
Year 4	1.00	\$2,915.25	\$2,915.25
Year 5	1.00	\$3,119.32	\$3,119.32
ITI - Map - Google Maps	5.00	\$16,528.96	\$16,528.96
Year 1	1.00	\$2,874.23	\$2,874.23
Year 2	1.00	\$3,075.43	\$3,075.43
Year 3	1.00	\$3,290.71	\$3,290.71
Year 4	1.00	\$3,521.06	\$3,521.06
Year 5	1.00	\$3,767.53	\$3,767.53
ITI NIBRS - Kansas	5.00	\$9,944.23	\$9,944.23
Year 1	1.00	\$1,729.21	\$1,729.21
Year 2	1.00	\$1,850.25	\$1,850.25

Subscriptions	Qty	Unit Price	Total Sale Price
Year 3	1.00	\$1,979.77	\$1,979.77
Year 4	1.00	\$2,118.36	\$2,118.36
Year 5	1.00	\$2,266.64	\$2,266.64
ITI - Policy Manual	5.00	\$0.00	\$0.00
Year 1	1.00	\$0.00	\$0.00
Year 2	1.00	\$0.00	\$0.00
Year 3	1.00	\$0.00	\$0.00
Year 4	1.00	\$0.00	\$0.00
Year 5	1.00	\$0.00	\$0.00
ITI - Asset / Fleet Management	5.00	\$0.00	\$0.00
Year 1	1.00	\$0.00	\$0,00
Year 2	1.00	\$0.00	\$0.00
Year 3	1.00	\$0.00	\$0.00
Year 4	1.00	\$0.00	\$0.00
Year 5	1.00	\$0.00	\$0.00
Omnigo Eversure: Continuous Training, Consulting, and Support	5.00	\$0.00	\$0.00
Year 1	1.0	\$0.00	\$0.00
Year 2	1.0	\$0.00	\$0.00
Year 3	1.0	\$0.00	\$0.00
Year 4	1.0	\$0.00	\$0.00
Year 5	1.0	\$0.00	\$0.00
		TOTAL:	\$198,176.60

Subscription Name	Description
ITI - Records Management (RMS)	Includes Use of Force, Incident Reporting, Summons, Racial Profiling
ITI - Mobile Patrol	View CAD event data and respond to it on any device ( For non RMS customers)
ITI - Computer Aided Dispatch Workstations	CAD + Dispatch Monitor
ITI - CAD E911	CAD E911
ITI - Jail Management (JMS)	Specify # of jail beds
ITI - JMS Livescan Cross Match	JMS Livescan Cross Match
ITI NCIC - Kansas	ITI NCIC - Kansas
ITI RMS - KS KLER	RMS - KS KLER
ITI - Map - Google Maps	Map - Google Maps
ITI NIBRS - Kansas	ITI NIBRS - Kansas
ITI - Policy Manual	Policy Manual
ITI - Asset / Fleet Management	Asset / Fleet Management
Omnigo Eversure: Continuous Training, Consulting, and Support	Continuous Training, Consulting, and Support

First Invoice Total	\$34,461.10
Second Year	\$36,873.21

Third Year	\$39,454.58
Fourth Year	\$42,216.28
Fifth Year	\$45,171.43
Grand Total	\$198,176.60

Prices shown above do not include any taxes that may apply. Any applicable taxes will be invoiced. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authorities governing the "Ship To" location provided by the Customer on this Sales Order Form. Payment terms are 30 days from invoice date. Payments accepted via check, ACH or wire transfer. Amounts in USD. Pricing quoted herein is subject to an annual increase for each year of the contracted term.

This Sales Order Form is governed by the terms of the Omnigo Master Subscription
Agreement, which can be found at: www.omnigo.com/master-subscription-agreement or such other definitive agreement entered into by and between Omnigo and a customer governing such Sales Order.

Signature:	 Signature Date:	
Name (Print):	 Title:	
Is a PO required for purchase?	 PO Number, if issued:	

# Memorandum City of Parsons Planning & Zoning Department

TO:

Debbie Lamb, City Manager

FROM:

Laura Moore, Planning and Zoning Administrator

DATE:

May 1, 2024

RE:

Request for Zoning Classification Change

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

#### Ordinance No. 6558 Zoning Classification Change

#### **Information**

The Planning Commission conducted a Public Hearing on April 16, 2024 for a request from Davis & Sterling Group LLC to change the zoning district classification from R-1 Single-Family Residential District to C-3 Service Commercial District. The vote was unanimous to recommend to the Parsons City Commission the approval of the requested zoning change.

#### **Action Requested**

Adopt Ordinance No. 6558 and authorize Mayor's signature.



#### ORDINANCE NO. 6558

AN ORDINANCE CHANGING THE ZONING DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF PARSONS, KANSAS, UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY AS ORIGINALLY APPROVED BY ORDINANCE NO. 5957.

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

SECTION 1. Having received a recommendation from the Parsons City Planning Commission and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City as originally approved by Ordinance No. 5957, the zoning district classification of the property legally described herein is changed as follows:

Change of zoning district classification from R-1 Single-Family Residential District to C-3 Service Commercial District

Lots 1 & E1/2 of Lot 2, Block 180, Parsons 4<sup>th</sup> Addition, City of Parsons, Labette County, Kansas (Davis & Sterling Group LLC, Owner/Petitioner)

General location: 112 N 13th Street

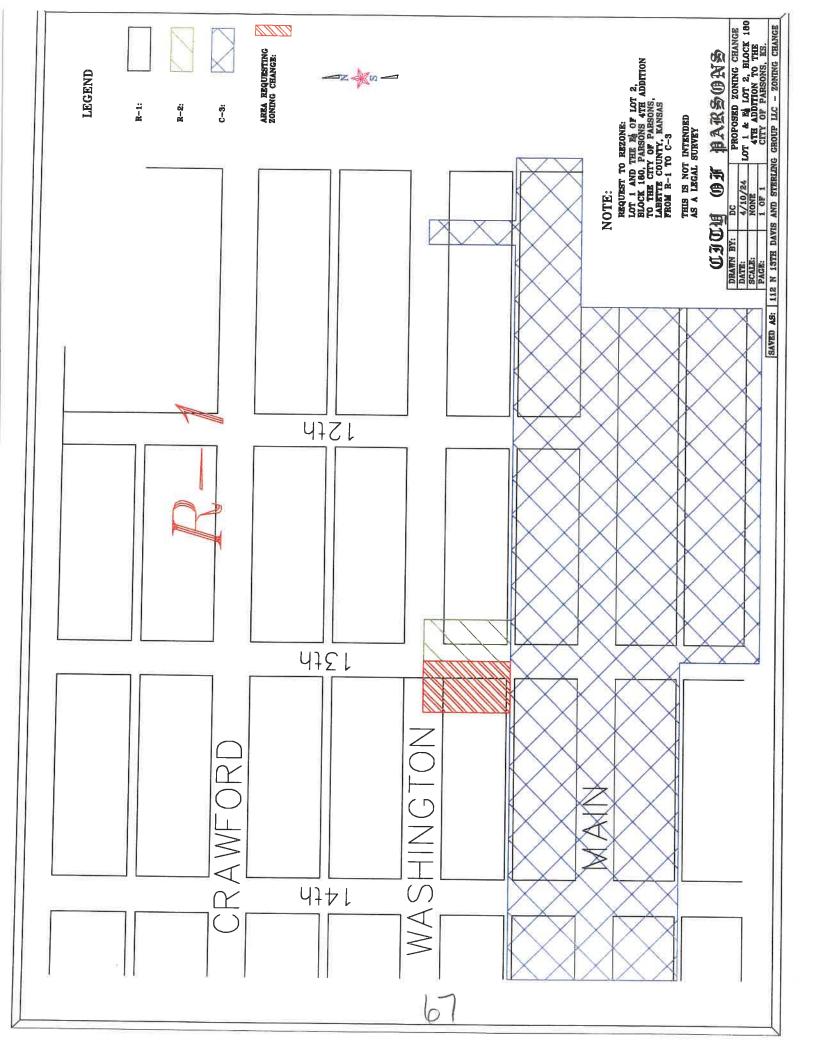
SECTION 2. Upon the taking effect of this Ordinance, the above zoning change shall be entered and shown on the Official Zoning Map (s) as previously adopted by reference and said map(s) is hereby reincorporated as a part of the Zoning Regulations as amended.

SECTION 3. This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official city newspaper.

PASSED THIS 6th day of May, 2024.

ATTEST:	Eric Strait, Mayor	
Robyn Baker, City Clerk	_	





**FACTORS** 

Petitioner: <u>Davis-Sterling Group (Brad & Jessica Rush)</u>
Location: <u>112 N 13th</u>
Current Classification: <u>R-1 Single-Family Residential District</u> Request: <u>C-3 Service Commercial District</u>

1. v	Factor		2
	What are the existing uses of property and their character and condition on the subject property and in the surrounding neighborhood?	Agree	Disagree
0 9 2 0 0	COMMENTS: The current property has an upstairs apartment and vacant commercial area downstairs. This property was considered non-conforming with current zoning regulations. The lower half of the structure was previously used as a commercial business. Since the lower half of the property has been vacant for more than 12 months the structure reverts to the current zoning district of the area.		
2. V	What is the current zoning of the subject property and that of the surrounding neighborhood in relationship to the requested change in zoning classification?		
008	COMMENTS: Current zone is R-1 Single-Family District. The surrounding neighborhood area is C-3 Service Commercial District on the south, R-1 Single-Family Residential District on the north and west, and R-2 Two-Family Residential District east of the property in question.		
3, Is	Is the length of time that the subject property has remained undeveloped or vacant as zoned a factor in the consideration for a change in zoning?		
0 0 5	COMMENTS: No. The current owner would like to have the ability to rent the space to commercial businesses like in the past or the opportunity to use it has a housing rental unit which is applicable in the C-3 Service Commercial District.		
, 4 V <u>e</u>	Would the requested change in zoning correct an error in the application of these regulations as applied to the subject property?		
	COMMENTS: Yes		

Item	Factor		
v.	Is the change in zoning requested because of changed or changing conditions in the area of the subject property and, if so, what is the nature and significance of such changed.	Agree	Disagree
	COMMENTS: No		
6.	Do adequate sewage disposal and water supply and all other necessary public facilities including street access exist or can they be provided to serve the uses that would be permitted on the subject property if the change in zoning was approved?		
	COMMENTS: Yes		
7.	Would the subject property need to be platted or replatted or in lieu of dedications made for rights-of-way, easements, access control or building setback lines if the change in zoning was approved?		
Y	COMMENTS: No		
<b>%</b>	Would a screening plan be necessary for existing and/or potential uses of the subject property if the change in zoning was approved?		
	COMMENTS: Yes, screening shall be provided if needed along all lot lines adjacent to residential districts, except when separated y a street or alley.		
9.	Is the general amount of suitable vacant land or buildings available or not available for development that currently has the same zoning district classification as is requested for the subject property?		
	COMMENTS: No, the suitable vacant land or buildings with C-3 Service Commercial District zoning is limited.		
10.	In the event that the subject property is requested for business or industrial uses, are such uses needed to provide more services or employment opportunities?		
	COMMENTS: Yes, the business could provide more services and employment opportunities.		
11.	Is the subject property suitable for the current zoning to which it has been restricted?		
	COMMENTS: Yes		



Item	Factor	Agrand	
12.	If the change in zoning was approved, would the uses which would be permitted on the subject property be compatible with the uses permitted on other property in the neighborhood?	aa law	Disagree
	COMMENTS: Yes, the area south of the alley is zoned C-3 Service Commercial District and the property has been used as a business for many years.		
13.	Would the change in zoning or special use permit as requested be consistent with the purpose of the zoning district classification and the intent and purpose of these regulations?		
	COMMENTS: Yes		
4.	Is the request for the zoning change in conformance with the Comprehensive Plan and does it further enhance the implementation of the Plan?		
	COMMENTS: Yes, it follows the zoning regulations as approved in June 2002.		
15.	What is the nature of the support or opposition of the requested change in zoning?		
	COMMENTS: There was no ex parte or communication for support or opposition to the proposed change in zoning as of 4/15/24.		
16.	Are there any informational materials or recommendations available from professional persons knowledgeable on this request which would be helpful in its evaluation?		
	COMMENTS: No		
17.	Does the relative gain to the public health, safety and general welfare outweigh the loss in value or the hardship imposed upon the applicant by not approving the requested special use?		
	COMMENTS: No		
OF ALL			

Of those factors considered as relevant to the requested change in zoning district classification or boundary, not all factors need to be given equal consideration by the Planning Commission in deciding upon its recommendation.

MINUTES PLANNING COMMISSION/BOARD OF ZONING APPEALS CITY COMMISSION ROOM APRIL 16, 2024, 5:30 P.M.

**MEMBERS PRESENT:** Sharon Kendrick, Lowell Wells, Charles Gross, and Greg Chalker **MEMBERS ABSENT:** Richard Babcock, Ron Holsteen, and Aaron Heady

CITIZENS PRESENT: Larry Smith, Jason Schaaf, Gary Marks, Jessica Rush and City Commissioner Leland Crooks

CITY STAFF PRESENT: Laura Moore

- I. Chairman Sharon Kendrick called the Parsons Planning Commission meeting to order and led in the Pledge of Allegiance. A quorum was determined by roll call.
- II. Lowell Wells moved to approve the agenda as presented. Greg Chalker seconded the motion. Voting on roll call, Kendrick Yes; Wells Yes; Gross Yes; Chalker Yes. Motion carried.
- III. Lowell Wells moved to approve the minutes of the Parsons Planning Commission/Board of Zoning Appeals meetings held March 19, 2024. Charles Gross seconded the motion. Voting on roll call, Kendrick – Abstain; Wells – Yes; Gross – Yes; Chalker – Abstain. Motion did not carry.
- IV. New Business Planning Commission
  - A. A Public Hearing was held on the request for a proposed change of zoning district classification from R-1 Single-Family Residential District to C-3 Service Commercial District and described as follows:

Lot 1 & E 1/2 of Lot 2, B lock 180, 4<sup>th</sup> Addition to the City of Parsons, Labette County, KS (Davis & Sterling Group, LLC, Owner/Petitioner) – 112 N 13<sup>th</sup>

Laura Moore introduced the project and explained that the property was a multi-use structure when the city's zoning regulations were adopted in 2002. The two-story building had commercial on the first floor, and residential on the second floor. The property was considered an approved nonconforming property. However, since the 1<sup>st</sup> floor commercial use has been vacant for over a year property the property reverted to the sounding area zoning, which is R-1 Single-Family Residential and the reason for the rezoning request.

Jessica Rush stated she and her husband just recently purchased the building and called to inquire what they could do with the property. Mrs. Rush said she would like to have the flexibility to rent the property to either commercial or residential, and rezoning the property would give them some options to meet the needs of the community.

Chairman Kendrick opened the public hearing for comment. None received, the Public Hearing was closed. Chairman Kendrick asked if any ex parte contact or communication had been reported, none received. Laura Moore read the factors as part of the evaluation of the zoning change request. Planning Commission Board agreed with the factors read.

Greg Chalker moved to recommend to the City Commission to approve the request for the zoning change from R-1 Single-Family Residential District to C-3 Service Commercial District. Lowell Wells seconded the motion. Voting on roll call, Kendrick – Yes; Wells – Yes; Gross – Yes; Chalker – Yes. Motion carried.

B. A Public Hearing was held on the request for the vacation of the following platted street and described as follows:

All of the part of Ash Street located West of the West right-of-way line of 26<sup>th</sup> Street, Parkview Addition, City of Parsons, Labette County, Kansas

Larry Smith stated he thought the street had already been vacated and had been using it as a place to park his RV. Mr. Smith said he found out the street was not vacated when he called up for a building permit to place a carport to cover his RV. Mr. Smith stated that he had been maintaining the platted street as his own since 1962. Mr. Smith said that he had already ordered the carport not knowing that this would be an issue.

Laura Moore stated that she sent communication to all the utility companies to let them know and comment on the vacated street request and has not received any communication so there are no utilities in the undeveloped platted street.

Chairman Kendrick opened the public hearing for comment. None received, the Public Hearing was closed. Chairman Kendrick asked if any ex parte contact or communication had been reported, none received.

The Subdivision Regulations Article 10 Section 103-2 was reviewed for compliance.

Greg Chalker moved to recommend to the City Commission to approve the vacation of the platted street as described on the agenda. Charles Gross seconded the motion. Voting on roll call, Kendrick – Yes; Wells – Yes; Gross – Yes; Chalker – Yes. Motion carried.

- V. Greg Chalker moved to recess the Parsons Planning Commission Meeting and convened the Board of Zoning Appeals meeting. Lowell Wells seconded the motion. Voting on roll call, Kendrick Yes; Wells Yes; Gross Yes; Chalker Yes. Motion carried.
- VI. New Business Board of Zoning Appeals
  - A. A Public Hearing was held on the request for a front-yard variance for the construction of a privacy fence on property zoned as R-1 Single-Family Residential District described as follows:

W50' Lot 2, Block 136, 2<sup>nd</sup> Addition to the City of Parsons, Labette County, KS (Jason & Heidi Schaaf, Owner/Petitioner) – 1413 Belmont

Jason Schaaf stated that he and his wife have lived at the residence for about 2 ½ years. Mr. Schaaf said that they have a temporary wire paneling fence for their dog but would like a little nicer 6' wood privacy fence and a better fence to put their dog out more. Mr. Schaaf thought the fence overall would look nicer on the property. Mr. Schaaf stated he would like to stay in the same area as the current wire fence but would make sure he stays two feet east of the sidewalk.

Chairman Kendrick opened the public hearing for comment, none received. Chairman Kendrick asked if any ex parte communication or contact had been reported, none received. The Public Hearing was closed to review the standards in Article 10 Section 107D 1-2. Laura Moore read each standard and the Board agreed this request met the requirements.

# PLANNING COMMISSION/BZA MINUTES APRIL 16, 2024 Page | 3

Lowell Wells moved to approve the front-yard variance as requested as long as they maintain two feet off the side walk remains. Greg Chalker seconded the motion. Voting on roll call, Kendrick – Yes; Wells – Yes; Gross – Yes; Chalker – Yes. Motion carried.

- VII. Greg Chalker moved to adjourn the Board of Zoning Appeals Meeting and reconvene the Parsons Planning Commission meeting. Charles Gross seconded the motion. Voting on roll call, Kendrick Yes; Wells Yes; Gross Yes; Chalker Yes. Motion carried.
- VIII. Zoning Diagnostic Report & Zoning Regulations Review Nothing to report this month.
  - IX. Chairman Comments The next regular scheduled meeting will be May 21, 2024.
  - X. There being no further business to come before the Planning Commission, Chairman Kendrick moved to adjourn. Lowell Wells seconded the motion. Voice vote passed unanimously.

The meeting was adjourned at 6:10 p.m.

Respectfully Submitted:	Approved:		
Laura Moore, Secretary	Sharon Kendrick, Chairman		

# Memorandum City of Parsons Planning & Zoning Department

TO:

Debbie Lamb, City Manager

FROM:

Laura Moore, Planning Administrator

DATE:

May 1, 2024

RE:

Ordinance No. 6559 Vacating Street

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

Ordinance No. 6559 Vacating Street

#### **Information**

April 16, 2024, the Planning Commission conducted a Public Hearing to review the request from Larry Smith to vacate a portion of a platted street on Ash Street located West of 26<sup>th</sup> Street, (See attached aerial). All utility companies were notified with no opposition received to the closure. Ordinance No. 6559 retains easements for ingress and egress, reconstruction and maintenance of all existing and future utilities and appurtenances. The vacation is being requested to accommodate a request from the property owner on both sides of the platted street. No public comments were received. Vote was unanimous to approve request as presented.

#### **Action Requested**

Adopt Ordinance No. 6559 and authorize Mayor's signature.

(Published in the Parsons Sun May xx, 2024)

#### **ORDINANCE NO. 6559**

AN ORDINANCE vacating a platted street on Ash Street located West of 26th Street in the City of Parsons, Labette County, Kansas and described as follows:

All of that part of Ash Street located West of the West right-of-way line of 26<sup>th</sup> Street, Parkview Addition, City of Parsons, Labette County, Kansas. (Larry Smith, Petitioner).

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

SECTION 1. That street in the City of Parsons, Kansas, as described above shall be vacated and closed subject to easements for ingress and egress, reconstruction and maintenance of all existing and future utilities and appurtenances there to, and to the provisions and limitations of the laws of Kansas, and,

SECTION 2. The City Clerk is hereby directed to file a certified copy of the Ordinance with the Office of the County Clerk and the Register of Deeds of Labette County, Kansas for entry into the transfer records of the Register of Deeds of Labette County, Kansas.

SECTION 3. This Ordinance shall take effect and be in force from and after its publication in the official city newspaper.

	PASSED AND APPROVED THIS	6th	_ DAY OF _	May	, 2024.		
			Eric Strait, Mayor				
ATTI	EST:						
Roby	n Baker, City Clerk						

# Labette County GIS



Labelto County User Soutce Esti Mazar Earthstar Seographics, IGN, and the GIS User Community LESA, USDA, I Missouri Dept. of Conservation, Est. HERE, Garnini, USGS, 11GA, EPA, USDA, 14PS J

Source. Est, Mazer, Earthster Geographics. 13M, and the Gas User Community

0.04

0.02

Green: Band 2

RoadCenterline

Parcels

AddressPoints NG911\_Imagery\_2021

Red: Band 1

Blue: Band 3

0:09 km