

# **Parsons City Commission**

**Regular Session**

**Monday, July 3, 2023 at 6:00 p.m.**

**Municipal Building**

- I. CALL TO ORDER. PLEDGE OF ALLEGIANCE.**
- II. PRAYER – Doug Baty – Westside Christian 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 – 5)**

**Information:** City Commission Minutes for June 21, 2023 and June 29, 2023.

**Recommendation:** Approve and authorize the President of the Board's signature.

**B. Accounts Payable Appropriation Ordinance No. 363 (Pages 6 – 18)**

**Information:** Ordinance making appropriations for the payment of certain claims for the City of Parsons, Kansas. Total amount \$428,525.69.

**Recommendation:** Approve and authorize the President of the Board's signature.

**C. Approve Olsson Associates Master Agreement for Professional Services (Pages 19 – 31)**

**Information:** This is a master agreement for professional services from Olsson and Associates. Individual work orders will be approved as needed as described in the master agreement.

**Recommendation:** Approve and authorize the President of the Board's signature on agreement.

**D. Indigent Defense Agreement – Cliff Lee (Pages 32 – 34)**

**Information:** Clifford Lee is an attorney providing court appointed legal counsel for Parsons Municipal Court. His firm is requesting that he have a written contract for providing these services. The appointed attorney fee charged to defendants is \$200.00. The contract rate will be \$200.00 per case.

**Recommendation:** Approve and authorize the President of the Board's signature on the agreement.

**E. Vacant Lot Program (Pages 35 – 37)**

**Information:** The City Commission previously approved a program whereby property owners whose land is adjacent to a vacant city lot can request the City's lot be deeded to them as long as they agree to pay the property taxes and mow said lot. Two tracts have been requested under this program.

Charles and Dorothy Gross request the lot (2331 Morgan Ave.) West of their property at 0 Morgan.

Donald D. Dixon and Christine M. Dixon request the lot located at 2231 Belmont, located West of their property at 2225 Belmont.

**Recommendation:** Approve and authorize the President of the Board's signature on the Quit Claim Deeds.

**F. Pay Request #2 for Hinman Construction, Project 2023-05, at 2103 Corning (Pages 38 – 39)**

**Information:** Pay Request #2 for Hinman Construction, Project 2023-05, Labor & Materials used from June 1, 2023 to June 28, 2023 for Law Enforcement Training Facility at 2103 Corning, for a total for \$65,800.00.

**Recommendation:** Approve Pay Request #2 to Hinman Construction.

**G. Americans with Disabilities Act Anniversary Celebration (Pages 40 – 41)**

**Information:** Olivia Francisco of SKIL is requesting the closure of the Parking Lot behind SKIL and 18<sup>th</sup> Street between Main and Washington Ave., on the east side of SKIL from 7:00 a.m. to 3:00 p.m. on July 26, 2023. They are also requesting use of electricity and water to be on for the event as well as picnic tables, extra trash cans and barricades to block traffic.

**Recommendation:** Approve request for closure of parking lot and 18<sup>th</sup> Street and provision of electrical and water service as well as picnic tables, extra trash cans and barricades to block traffic.

**CONSENT DOCKET ENDS**

**VI. 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.

**VII. STAFF COMMENT**

**VIII. CITY COMMISSION COMMENTS**

**IX. ADJOURN**

MINUTES  
PARSONS CITY COMMISSION  
June 21, 2023

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

Present: Commissioner Shaw  
Commissioner Crooks  
Commissioner Bolinger  
Commissioner Strait

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

Consent Docket as follows:

City Commission Minutes

Approved and authorized minutes for the June 5, 2023 and June 15, 2023 meetings.

Accounts Payable Appropriation Ordinance No. 362

Approved and authorized an ordinance making appropriations for the payment of certain claims for the City of Parsons, Kansas. Total amount \$402,007.62.

Pay Request to DGM Consultants, P.A. for Professional Services for Project 2023-04, Municipal Building Masonry Repairs

Approved payment to DGM Consultants for professional services through May 19, 2023 in the amount of \$7,927.84.

Parsons Chamber of Commerce July 4<sup>th</sup> Fireworks Celebration

Approved the request for street closures from the Parsons Chamber of Commerce for the annual July 4<sup>th</sup> Fireworks Celebration event on July 4, 2023, from 5:00 p.m. to 10:30 p.m. The street closure will be at the northeast road/entrance of Marvel park for the safety of the public. Public restrooms at Marvel park and Forest Park will be open for public use until 10:30 p.m.

Parsons Chamber of Commerce 5<sup>th</sup> Friday Celebration in June, 2023

Approved the request for street closures from the Parsons Chamber of Commerce for the 5<sup>th</sup> Friday Celebration for Downtown on Friday, June 30, 2023 from 5:00 p.m. to 9:00 p.m. They are requesting street closure on main from Central Ave. to 17<sup>th</sup> Street and 18<sup>th</sup> Street going North half a block and South to Broadway Ave. They also requested power cords, junction boxes, trash cans and the mobile stage.

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

### Old Business

#### Agreement – Eva Dudek, d/b/a Parsons Pet Hospital

Commissioner Bolinger moved, Commissioner Crooks seconded to approve and authorize the Mayor's signature on the agreement from Eva Dudek with the following changes to the agreement for Parsons Pet Hospital:

##### Section 3. Billing

Dog Housing - \$22.00 per day, increase to \$25.00 per day

Cat Housing - \$17.00 per day, increase to \$20.00 per day

Dog Euthanization and Cremation - \$55.00 increase to \$70.00

Cat Euthanization and Cremation - \$40.00 increase to \$50.00

Standard fees for all other vet care, as approved.

Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse – yes.

### New Business

#### Request for D.V. Reed Trust Fund

Commissioner Shaw moved, Mayor Cruse seconded to approve and authorize the submission of the request for \$25,000.00 for Labette County Emergency Assistance Center to the Labette County District Court for approval. Labette County Emergency Assistance Center submitted a request for \$25,000.00 from the D. V. Reed Trust Fund to help to continue assisting residents of Parsons in need. Every household in emergency need is served to the best of our ability and knowledge. Many are in a crisis and unable to properly evaluate available resources to fit their specific needs. The request would be used to assist with rent, utilities, emergency shelter, gas, food and medical costs to individuals who meet the requirements. The current balance of the fund is \$36,220.89. Past year distributions have been 2020 \$35,000.00, 2019 \$25,000.00, 2018 \$20,000.00 and 2017 \$15,000 .00. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse – yes.

#### Main Street Food Truck Reservation Policy

Mayor Cruse moved, Commissioner Bolinger seconded to approve the Main Street Food Truck Reservation Policy. The purpose of this document is to create a policy that treats all applicants equally and not only benefits the food trucks looking to provide services to our residents but to streamline the process so it runs smoothly no matter what food vendor is requesting the location or what city employee accepts the reservations. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse – yes.

June 21, 2023

Request for Acceptance of the Offer for 17.9 Acres of Land in the Flynn Industrial Park through Signature of the offered LOI

Commissioner Strait moved, Commissioner Crooks seconded to approve and authorize the signature of the Mayor on the letter of intent and direct staff to move forward with the sale. After negotiations with Old Dominion corporate offices there was an offer made on 17.9 acres of land immediately north of the Old Dominion location in the Flynn Industrial Park. An offer of \$179,700 has been made for the property through a proposed letter of intent from Old Dominion. Staff believes this is a fair offer and suggests that the City sign the LOI and instruct staff to move forward with the sale of the property. A completed contract would be brought back to the commission for final approval. Suggested placement of the funds would go into both the UP Fund and the Economic Development Fund for future land development needs across the City. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse – yes.

Award Bid for Project 2023-04 Municipal Building 2023 Exterior Repairs

Commissioner Bolinger moved, Commissioner Shaw seconded to award bid for Project 2023-04 Municipal Building 2023 Exterior Repairs to the lowest bidder, Innovative Masonry Restoration with a bid of \$1,031,500.00. Bids were received on May 11, 2023 at 2:00 p.m. from 3 (three) contractors. Restoration and Waterproofing presented a bid for \$1,925,000.00 with a completion date of 555 days after start; MTS Contracting presented a bid for \$1,137,000.00 with a completion date of 330 days after start; Innovative Masonry Restoration presented a bid of \$1,031,500.00 with a completion date of 240 days. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse – yes.

Contract with Munireg

Commissioner Bolinger moved, Mayor Cruse seconded to table until next meeting the contract between the City of Parsons and Munireg to help with the implementation of the vacant structure regulations. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse – yes.

Ordinance

Ordinance No. 6537 – Amending Vacant Structure Fees

Commissioner Bolinger moved, Mayor Cruse seconded to table Ordinance No. 6537 amending Ordinance No. 6521 so fees to register Vacant Structures will match the contract with Munireg until next meeting. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse – yes.

Ordinance No. 6538 – Allow the use of funds out of the Industrial Fund

Commissioner Shaw moved, Commissioner Crooks seconded to approve and authorize the Mayor's signature on Ordinance No. 6538. The Economic Development Department requested approval of Ordinance No. 6538 which would allow the use of funds out of the Industrial Fund which is currently at a balance of \$410,218 to create an industrial retention incentive package for assistance in the expansion of Magnum Systems. The amount results in approximately 10% of their capital expense with projections of 15 to 20 jobs over the next 18

June 21, 2023

months and the signing of a three-year lease to keep the company expansion within city limits. The amount requested is \$30,000. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse – yes.

Resolution

Resolution No. 3451 – Renew Public Safety Sales Tax

Commissioner Bolinger moved, Commissioner Strait seconded to approve and authorize the Mayor's signature on Resolution No. 3451 to approve the submission to the qualified electors of the City of Parsons the proposition of renewing the levy of one-half of one percent (0.5%) Retailers Sales Tax in the City of Parsons to remain in effect for a term of 10 years to expire December 31, 2033. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse – yes.

Departmental Reports

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

Comments were heard from Vicki Pribble.

Comments were heard from City Staff and City Commissioners.

Commissioner Bolinger moved, Commissioner Strait seconded that we adjourn at 7:04 p.m. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait – yes; Cruse – yes.

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Eric Strait, President of the Board

Attest:

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Robyn Baker, City Clerk

MINUTES  
PARSONS CITY COMMISSION  
June 29, 2023

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

Present: Commissioner Shaw  
Commissioner Crooks  
Commissioner Bolinger  
Absent: Mayor Cruse

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

The commission reviewed the agenda for July 3, 2023.

Old Business

Contract with Munireg

Commissioner Crooks moved, Commissioner Bolinger seconded to approve and authorize the President of the Board's signature on a contract between the City of Parsons and Munireg to help with the implementation of the vacant structure regulations. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait - yes.

Ordinance

Ordinance No. 6537 – Amending Vacant Structure Fees

Commissioner Bolinger moved, Commissioner Crooks seconded to approve and authorize the President of the Board's signature on Ordinance No. 6537 amending Ordinance No. 6521 so fees to register Vacant Structures will match the contract with Munireg. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger – yes; Strait - yes.

Comments were heard from Vicki Pribble.

Comments were heard from City Staff and City Commissioners.

Commissioner Bolinger moved; Commissioner Crooks seconded that we adjourn at 4:49 p.m. Approved on roll call. Shaw – yes; Crooks – yes; Bolinger- yes; Strait - yes.

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Eric Strait, President of the Board

Attest:

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Robyn Baker, City Clerk

**ACCOUNTS PAYABLE APPROPRIATION ORDINANCE NO. 0363**

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

Accounts Payable – June 22, 2023	\$ 268,117.17
Accounts Payable – June 29, 2023	<u>160,408.52</u>
	\$ 428,525.69

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 3<sup>rd</sup> day of July 2023.

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Eric Strait, President of the Board

Attest:

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Robyn Baker, City Clerk

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMAZON CAPITAL SERVICES, INC	SUPPLIES	GENERAL FUND	CITY MANAGER	92.42
	SUPPLIES	KIWANIS TRAIN FUND	KIWANIS TRAIN FUND	51.97
			TOTAL:	144.39
AT & T MOBILITY	ACCT 287310825299	GENERAL FUND	POLICE	1,623.92
			TOTAL:	1,623.92
AT&T	831 001 0649 817	GENERAL FUND	GENERAL ADMINISTRATIVE	485.82
	831 001 0608 026	GENERAL FUND	GENERAL ADMINISTRATIVE	2,503.07
	831 001 0649 817	GENERAL FUND	FIRE	194.22
	831 001 0608 026	GENERAL FUND	FIRE	1,001.22
	831 001 0649 817	GENERAL FUND	PARK	32.37
	831 001 0608 026	GENERAL FUND	PARK	166.87
	831 001 0649 817	GENERAL FUND	AUDITORIUM ARTS CENTER	32.37
	831 001 0608 026	GENERAL FUND	AUDITORIUM ARTS CENTER	166.87
	831 001 0649 817	WATER FUND	ADMINISTRATIVE	64.74
	831 001 0649 817	WATER FUND	ADMINISTRATIVE	97.11
	831 001 0608 026	WATER FUND	ADMINISTRATIVE	333.74
	831 001 0608 026	WATER FUND	ADMINISTRATIVE	500.61
	831 001 0649 817	SEWER FUND	ADMINISTRATIVE	32.37
	831 001 0608 026	SEWER FUND	ADMINISTRATIVE	166.87
			TOTAL:	5,778.25
AT&T TELEPHONE (MAIN PB)	620 421 7075 501 8	GENERAL FUND	POLICE	277.18
	620 421 7060 719 3	GENERAL FUND	POLICE	2,376.75
			TOTAL:	2,653.93
BLUE CROSS BLUE SHIELD OF KANSAS	GROUP 96081	HEALTH INSURANCE R	HEALTH INSURANCE RESER	69,779.74
			TOTAL:	69,779.74
BROOKS-JEFFREY MARKETING, INC	SERVICES	GENERAL FUND	POLICE	197.88
	SERVICES	GENERAL FUND	POLICE	69.30
			TOTAL:	267.18
CDL ELECTRIC COMPANY	SERVICES	GENERAL FUND	POLICE	173.25
	SEWER MITI 1430 CRAWFORD	EPA COMPLIANCE	EPA COMPLIANCE	2,160.00
			TOTAL:	2,333.25
COMMENCO INC	RADIO REPAIR	PUB SAFETY SALES T	PUB SAFETY SALES TAX	773.75
			TOTAL:	773.75
DAVID WHITE	PAYROLL CHECK	GENERAL FUND	CEMETERY	253.40
			TOTAL:	253.40
DESTINATION MARKETING ASSOCIATION INTE	MEMBERSHIP DUES	TOURISM	TOURISM	653.00
			TOTAL:	653.00
EVERGY	REC CENTER	GENERAL FUND	GENERAL ADMINISTRATIVE	2,264.80
	MUSEUM	GENERAL FUND	GENERAL ADMINISTRATIVE	262.00
	2103 CORNING	GENERAL FUND	GENERAL ADMINISTRATIVE	150.15
	CITY MAIN	GENERAL FUND	GENERAL ADMINISTRATIVE	85.14
			TOTAL:	2,762.09
FURTHER	GROUP 008459	HEALTH INSURANCE R	HEALTH INSURANCE RESER	28.20
			TOTAL:	28.20

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HAWKINS, INC	SUPPLIES	WATER FUND	TREATMENT PLANT	2,970.80
			TOTAL:	2,970.80
HAYNES EQUIPMENT CO INC	PUMP PARTS	WATER FUND	TREATMENT PLANT	972.62
			TOTAL:	972.62
HIGHER CALLING TECHNOLOGIES LLC	MONTHLY SUB	GENERAL FUND	GENERAL ADMINISTRATIVE	1,235.50
	MONTHLY OFFICE SUB	GENERAL FUND	GENERAL ADMINISTRATIVE	1,466.50
	MONTHLY ADOBE	GENERAL FUND	CITY MANAGER	27.99
	MONTHLY SUB PD	GENERAL FUND	POLICE	792.50
	MONTHLY OFFSITE BACKUP PD	GENERAL FUND	POLICE	199.00
	PD MONTHLY ADOBE	GENERAL FUND	POLICE	139.95
			TOTAL:	3,861.44
JIM ZALESKI	REIM MILEAGE/HOTEL	ECONOMIC DEV SALES	ECONOMIC DEV SALES TAX	798.28
			TOTAL:	798.28
JOHN E. LATZER	SUMMER INTERN	ECONOMIC DEV SALES	ECONOMIC DEV SALES TAX	2,000.00
			TOTAL:	2,000.00
KANSAS GAS SERVICE	301 N 30TH	GENERAL FUND	GENERAL ADMINISTRATIVE	109.94
	401 S 18TH	GENERAL FUND	GENERAL ADMINISTRATIVE	55.55
	2103 CORNING AVE #A	GENERAL FUND	GENERAL ADMINISTRATIVE	48.22
	1209 CORP DR #MAIN	ECONOMIC DEV SALES	ECONOMIC DEV SALES TAX	45.28
	1209 CORP DR #101	ECONOMIC DEV SALES	ECONOMIC DEV SALES TAX	48.22
	1209 CORP DR #102	ECONOMIC DEV SALES	ECONOMIC DEV SALES TAX	129.46
	1209 CORP DR #104	ECONOMIC DEV SALES	ECONOMIC DEV SALES TAX	44.14
			TOTAL:	480.81
KANSAS RURAL WATER ASSN	J.WALKER CONFINED SPACES	SEWER FUND	TREATMENT PLANT	90.00
	R.BIAS CONFINED SPACES	SEWER FUND	COLLECTIONS	90.00
	R. BIAS TRENCH	SEWER FUND	COLLECTIONS	90.00
	B.BLAIR CONFINED SPACE	SEWER FUND	COLLECTIONS	90.00
	B.BLAIR TRENCH	SEWER FUND	COLLECTIONS	90.00
			TOTAL:	450.00
KANSAS TOURISM	SERVICES	TOURISM	TOURISM	240.00
			TOTAL:	240.00
KEITH JONES	REFUND ON ACCOUNT	WATER FUND	ADMINISTRATIVE	494.70
			TOTAL:	494.70
KEITH REYNOLDS	INS REIMBURSEMENT	GENERAL FUND	GENERAL ADMINISTRATIVE	953.54
	INS REIMBURSEMENT	INSURANCE PROCEEDS	INSURANCE PROCEEDS FUN	16,931.25
			TOTAL:	17,884.79
LABETTE HEALTH	MEALS 4/1/23-4/30/23	GENERAL FUND	POLICE	1,003.56
	MEALS 5/1/23-5/31/23	GENERAL FUND	POLICE	1,088.00
			TOTAL:	2,091.56
LAFORGE & BUDD CONSTRUCTION CO, INC	CORNING STORMWATER LIFT	AMERICAN RESCUE PL	AMERICAN RESCUE PLAN	74,490.47
			TOTAL:	74,490.47
LASSEN PRINTING SERVICES	SERVICES	GENERAL FUND	LEGAL/MUNICIPAL COURT	369.50
			TOTAL:	369.50

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MCCARTY'S OFFICE SUPPLY	ANNEX COPIER FEE	GENERAL FUND	POLICE	48.92
			TOTAL:	48.92
MD DISC GOLF	KATY DAYS SPONSORSHIP	TOURISM	TOURISM	100.00
			TOTAL:	100.00
MID WEST MINERALS INC	ROCK	GENERAL FUND	STREET	1,519.90
	ROCK	GENERAL FUND	STREET	149.87
	ROCK	GENERAL FUND	STREET	1,587.69
			TOTAL:	3,257.46
MIKE CARPINO FORD PARSONS	#25 OIL CHANGE/FILTER REP	GENERAL FUND	POLICE	130.33
			TOTAL:	130.33
MUNICIPAL H2O	FIVE YEAR RMP REGIST UPD	WATER FUND	TREATMENT PLANT	2,500.00
			TOTAL:	2,500.00
NORTHERN SAFETY CO INC	PARTS	GENERAL FUND	CEMETERY	557.66
			TOTAL:	557.66
PETE'S OF ERIE, INC	FUEL	GENERAL FUND	CITY MANAGER	65.50
	FUEL	GENERAL FUND	POLICE	27.16
	FUEL	GENERAL FUND	POLICE	50.75
	FUEL	GENERAL FUND	POLICE	51.70
	FUEL	GENERAL FUND	POLICE	38.91
	FUEL	GENERAL FUND	POLICE	39.41
	FUEL	GENERAL FUND	POLICE	45.25
	FUEL	GENERAL FUND	POLICE	29.48
	FUEL	GENERAL FUND	POLICE	40.00
	FUEL	GENERAL FUND	POLICE	34.89
	FUEL	GENERAL FUND	POLICE	30.03
	FUEL	GENERAL FUND	POLICE	73.04
	FUEL	GENERAL FUND	POLICE	38.60
	FUEL	GENERAL FUND	POLICE	28.67
	FUEL	GENERAL FUND	POLICE	39.37
	FUEL	GENERAL FUND	POLICE	40.20
	FUEL	GENERAL FUND	STREET	120.01
	FUEL	GENERAL FUND	STREET	40.00
	FUEL	WATER FUND	DISTRIBUTION	62.81
	FUEL	SEWER FUND	TREATMENT PLANT	80.49
	FUEL	SANITATION FUND	SANITATION FUND	146.22
	FUEL	SANITATION FUND	SANITATION FUND	60.02
			TOTAL:	1,182.51
PUBLISHING CONCEPTS, LLC	SERVICES	TOURISM	TOURISM	335.75
			TOTAL:	335.75
QUILL CORPORATION	SUPPLIES	GENERAL FUND	POLICE	311.84
	SUPPLIES	GENERAL FUND	POLICE	9.79
			TOTAL:	321.63
SCREEN VISION MEDIA	ADS	GENERAL FUND	POLICE	200.00
			TOTAL:	200.00
SEK AUTO SALES INC	SERVICES	GENERAL FUND	POLICE	100.00
	#6 TIRE REPAIR	GENERAL FUND	POLICE	22.99

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SETH HARRISON	SEWER MITI 3105 DIRR	EPA COMPLIANCE	EPA COMPLIANCE	122.99
	SEWER MITI 27 WILLOW	EPA COMPLIANCE	EPA COMPLIANCE	1,360.00
			TOTAL:	576.00
				1,936.00
SOUTHERN UNIFORM & TACTICAL	BADGES	GENERAL FUND	POLICE	689.50
			TOTAL:	689.50
THAT'S GREAT NEWS	PLAQUES	GENERAL FUND	POLICE	260.70
			TOTAL:	260.70
TOM DAVIS AUTO GROUP	#19 SERVICES	GENERAL FUND	POLICE	644.24
			TOTAL:	644.24
TOM HIZEY CONSTRUCTION	SEWER MITI 1606 CHESSE	EPA COMPLIANCE	EPA COMPLIANCE	1,520.00
			TOTAL:	1,520.00
TREIBER FINISHING	13TH & CORNING	KIWANIS TRAIN FUND	KIWANIS TRAIN FUND	16,951.00
	CENTRAL & GABRIEL AVE	STORMWATER UTILITY	STORMWATER UTILITY	6,300.00
	GABRIEL AVE	STORMWATER UTILITY	STORMWATER UTILITY	8,000.00
	CENTRAL AVE	STORMWATER UTILITY	STORMWATER UTILITY	9,500.00
	CENTRAL & GABRIEL AVE	STORMWATER UTILITY	STORMWATER UTILITY	13,000.00
	20TH & GABRIEL AVE	STORMWATER UTILITY	STORMWATER UTILITY	4,100.00
			TOTAL:	57,851.00
WAXIE SANITARY SUPPLY	SUPPLIES	GENERAL FUND	GENERAL ADMINISTRATIVE	84.00
	SUPPLIES	GENERAL FUND	GENERAL ADMINISTRATIVE	385.41
			TOTAL:	469.41
WOOD INSURANCE CENTER, LLC	POLICY #8D52335	GENERAL FUND	GENERAL ADMINISTRATIVE	1,143.10
	POLICY #8D52335	WATER FUND	ADMINISTRATIVE	326.60
	POLICY #8D52335	SEWER FUND	ADMINISTRATIVE	97.98
	POLICY #8D52335	SANITATION FUND	SANITATION FUND	65.32
			TOTAL:	1,633.00
XANDER GABBERT	JUNE 2ND AND JUNE 10TH	PARSONS MUSEUM	PARSONS MUSEUM	200.00
			TOTAL:	200.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
01	GENERAL FUND	28,577.66		
15	TOURISM	1,328.75		
22	PUB SAFETY SALES TAX	773.75		
27	ECONOMIC DEV SALES TAX	3,065.38		
33	AMERICAN RESCUE PLAN	74,490.47		
37	HEALTH INSURANCE RESERVE	69,807.94		
38	INSURANCE PROCEEDS FUND	16,931.25		
39	KIWANIS TRAIN FUND	17,002.97		
42	PARSONS MUSEUM	200.00		
50	WATER FUND	8,323.73		
55	SEWER FUND	827.71		
65	STORMWATER UTILITY	40,900.00		
70	SANITATION FUND	271.56		
75	EPA COMPLIANCE	5,616.00		
GRAND TOTAL:				268,117.17

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMAZON CAPITAL SERVICES, INC	SUPPLIES	SEWER FUND	TREATMENT PLANT	67.93
			TOTAL:	67.93
ATCO MANUFACTURING COMPANY	FORMULA 411	SEWER FUND	COLLECTIONS	885.00
			TOTAL:	885.00
BANK OF COMMERCE-PARSONS	LOAN 50025559	PUB SAFETY SALES T	PUB SAFETY SALES TAX	5,021.06
			TOTAL:	5,021.06
BARDAVON	PRE EMP TEST	GENERAL FUND	POLICE	75.00
	PRE EMP TEST	GENERAL FUND	CEMETERY	75.00
			TOTAL:	150.00
BEST WESTERN PARSONS INN	FOR KEVIN THOMAS/RM 109-A	TOURISM	TOURISM	86.92
			TOTAL:	86.92
CALLIE CARPENTER	CELL PHONE	TOURISM	TOURISM	50.00
			TOTAL:	50.00
CAPITAL ONE	ACCT 628394	GENERAL FUND	GENERAL ADMINISTRATIVE	52.36
	ACCT 628394	GENERAL FUND	CITY MANAGER	41.68
	ACCT 628394	GENERAL FUND	CITY MANAGER	11.24
	ACCT 628394	GENERAL FUND	POLICE	16.34
	ACCT 628394	GENERAL FUND	POLICE	56.00
	ACCT 628394	GENERAL FUND	POLICE	48.96
	ACCT 628394	GENERAL FUND	POLICE	207.42
	ACCT 628394	GENERAL FUND	POLICE	43.76
	ACCT 628394	GENERAL FUND	POLICE	213.96
	ACCT 628394	GENERAL FUND	POLICE	9.96
	ACCT 628394	GENERAL FUND	POLICE	110.41
	ACCT 628394	GENERAL FUND	PARK	79.00
	ACCT 628394	GENERAL FUND	AUDITORIUM ARTS CENTER	76.36
	ACCT 628394	GENERAL FUND	CEMETERY	156.40
	ACCT 628394	MAINTENANCE FUND	MAINTENANCE FUND	21.44
	ACCT 628394	WATER FUND	TREATMENT PLANT	99.13
	ACCT 628394	SEWER FUND	TREATMENT PLANT	54.85
	ACCT 628394	SEWER FUND	TREATMENT PLANT	16.08
	ACCT 628394	SANITATION FUND	SANITATION FUND	42.90
			TOTAL:	1,358.25
CHRIS GODDARD	MUSIC IN THE PARK	GENERAL FUND	GENERAL ADMINISTRATIVE	1,000.00
			TOTAL:	1,000.00
CITY OF PARSONS	PETTY CASH	GENERAL FUND	CEMETERY	75.00
	PETTY CASH	WATER FUND	DISTRIBUTION	28.27
	PETTY CASH	SEWER FUND	TREATMENT PLANT	17.58
	PETTY CASH	SEWER FUND	TREATMENT PLANT	29.41
	PETTY CASH	SEWER FUND	TREATMENT PLANT	29.62
	PETTY CASH	SEWER FUND	TREATMENT PLANT	8.98
	PETTY CASH	SANITATION FUND	SANITATION FUND	14.09
	PETTY CASH	SANITATION FUND	SANITATION FUND	14.04
			TOTAL:	216.99
CLASS LTD	TRANSPORTATION	GENERAL FUND	GENERAL ADMINISTRATIVE	2,749.95
			TOTAL:	2,749.95

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CONRAD FIRE EQUIPMENT INC	PUMP PANEL DISPLAY E3	GENERAL FUND	FIRE	529.32
			TOTAL:	529.32
CORE & MAIN LP	PARTS	WATER FUND	DISTRIBUTION	368.75
	PARTS	WATER FUND	DISTRIBUTION	779.70
	CREDIT PARTS	WATER FUND	DISTRIBUTION	134.70
			TOTAL:	1,013.75
DEBBIE LAMB	CELL PHONE	GENERAL FUND	CITY MANAGER	50.00
			TOTAL:	50.00
DEERE CREDIT, INC	ATTN	SEWER FUND	COLLECTIONS	129.90
			TOTAL:	129.90
DENNIS DODD	CELL PHONE	GENERAL FUND	POLICE	50.00
			TOTAL:	50.00
DGM CONSULTANTS PA	CONSULTING SERVICES	PUB SAFETY SALES T	PUB SAFETY SALES TAX	7,927.84
			TOTAL:	7,927.84
DILLON MCILVAIN	BOOTS	WATER FUND	DISTRIBUTION	100.00
			TOTAL:	100.00
EXTREME RENTAL LLC	RENTAL	WATER FUND	TREATMENT PLANT	10.00
			TOTAL:	10.00
FWS NORTH AMERICA, INC	TIRES	SANITATION FUND	SANITATION FUND	1,042.00
			TOTAL:	1,042.00
GALAXY AIR SERVICES	SERVICES	GENERAL FUND	AIRPORT	4,292.00
			TOTAL:	4,292.00
HIGHER CALLING TECHNOLOGIES LLC	SUPPORT AGREEMENT	GENERAL FUND	GENERAL ADMINISTRATIVE	850.00
			TOTAL:	850.00
JASON LUDWIG	CELL PHONE	GENERAL FUND	POLICE	50.00
			TOTAL:	50.00
JIM ZALESKI	CELL PHONE	TOURISM	TOURISM	50.00
			TOTAL:	50.00
JOCKS NITCH	SHORTS/SHOES/CLAIBOURN	GENERAL FUND	FIRE	113.58
			TOTAL:	113.58
JOHNSON CONTROLS FIRE PROTECTION LP	NASPO SERVICE AGREEMENT	GENERAL FUND	POLICE	1,099.00
			TOTAL:	1,099.00
KANSAS EMPLOYMENT SECURITY FUND	UNEMPLOYMENT 2ND QTR	GENERAL FUND	GENERAL ADMINISTRATIVE	50.05
	UNEMPLOYMENT 2ND QTR	GENERAL FUND	CITY MANAGER	104.37
	UNEMPLOYMENT 2ND QTR	GENERAL FUND	LEGAL/MUNICIPAL COURT	15.40
	UNEMPLOYMENT 2ND QTR	GENERAL FUND	ENGINEERING	47.98
	UNEMPLOYMENT 2ND QTR	GENERAL FUND	POLICE	430.10
	UNEMPLOYMENT 2ND QTR	GENERAL FUND	FIRE	230.94
	UNEMPLOYMENT 2ND QTR	GENERAL FUND	STREET	123.72
	UNEMPLOYMENT 2ND QTR	GENERAL FUND	PARK	53.37
	UNEMPLOYMENT 2ND QTR	GENERAL FUND	AUDITORIUM ARTS CENTER	38.06

## VENDOR NAME

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
UNEMPLOYMENT 2ND QTR	GENERAL FUND	CEMETERY	22.22
UNEMPLOYMENT 2ND QTR	TOURISM	TOURISM	26.64
UNEMPLOYMENT 2ND QTR	MAINTENANCE FUND	MAINTENANCE FUND	25.74
UNEMPLOYMENT 2ND QTR	WATER FUND	TREATMENT PLANT	54.17
UNEMPLOYMENT 2ND QTR	WATER FUND	DISTRIBUTION	49.84
UNEMPLOYMENT 2ND QTR	WATER FUND	LAKE	20.86
UNEMPLOYMENT 2ND QTR	SEWER FUND	TREATMENT PLANT	59.31
UNEMPLOYMENT 2ND QTR	SEWER FUND	COLLECTIONS	47.61
UNEMPLOYMENT 2ND QTR	SEWER FUND	ADMINISTRATIVE	17.76
UNEMPLOYMENT 2ND QTR	SANITATION FUND	SANITATION FUND	96.81
		TOTAL:	1,514.95
1100 MAIN	GENERAL FUND	GENERAL ADMINISTRATIVE	130.78
1800 BELMONT	GENERAL FUND	GENERAL ADMINISTRATIVE	44.14
112 S 17TH	GENERAL FUND	GENERAL ADMINISTRATIVE	99.07
200 HEACOCK	GENERAL FUND	GENERAL ADMINISTRATIVE	251.98
GAS BILL	GENERAL FUND	GENERAL ADMINISTRATIVE	320.69
1831 WASHINGTON	GENERAL FUND	POLICE	44.14
GAS BILL	WATER FUND	DISTRIBUTION	618.31
		TOTAL:	1,509.11
CELL PHONE	GENERAL FUND	CITY MANAGER	50.00
		TOTAL:	50.00
CELL PHONE	GENERAL FUND	CITY MANAGER	50.00
		TOTAL:	50.00
INCENTIVE	INDUSTRIAL FUND	INDUSTRIAL FUND	30,000.00
		TOTAL:	30,000.00
CELL PHONE	GENERAL FUND	POLICE	50.00
		TOTAL:	50.00
SENIOR CENTER CLEANING	GENERAL FUND	GENERAL ADMINISTRATIVE	500.00
		TOTAL:	500.00
SENIOR CENTER CLEANING	GENERAL FUND	GENERAL ADMINISTRATIVE	759.77
		TOTAL:	759.77
CELL PHONE	GENERAL FUND	AUDITORIUM ARTS CENTER	50.00
		TOTAL:	50.00
REPAIRS	SANITATION FUND	SANITATION FUND	280.00
		TOTAL:	280.00
TS05393158 0001	HEALTH INSURANCE R	HEALTH INSURANCE RESER	1,274.05
		TOTAL:	1,274.05
MAY 2,17,31 LAWN MAINT	ECONOMIC DEV SALES	ECONOMIC DEV SALES TAX	330.00
JUNE 13 AND 27TH	ECONOMIC DEV SALES	ECONOMIC DEV SALES TAX	220.00
		TOTAL:	550.00
#113 OIL CHG AND TIRE	GENERAL FUND	POLICE	61.62
		TOTAL:	61.62
DEVICE PROGRAMMING	GENERAL FUND	POLICE	300.00

KANSAS GAS SERVICE

KAREN WHEAT

LAURA MOORE

MAGNUM SYSTEMS, INC

MARTI SHIELDS

MARTIN'S CLEANING CREW. LLC

MARY BROOKS

MATT HOISINGTON

METAL MASTERS

METLIFE

MICHAEL KREWSON

MIKE CARPINO FORD PARSONS

MOTOROLA SOLUTIONS, INC

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MUNICIPAL SUPPLY, INC OF WICHITA	PARTS	SEWER FUND	COLLECTIONS	300.00
			TOTAL:	561.75
PACE ANALYTICAL SERV INC	MONTHLY WEEKLY	SEWER FUND	TREATMENT PLANT	846.20
	WEEKLY	SEWER FUND	TREATMENT PLANT	635.10
	SLUDGE	SEWER FUND	TREATMENT PLANT	1,350.10
	MONTHLY WEEKLY	SEWER FUND	TREATMENT PLANT	846.20
			TOTAL:	3,677.60
PARSONS RECREATION COMMISSION	CHEM/MAINTENANCE/ SUPPLIE	PARK SALES TAX FUND	PARK SALES TAX FUND	803.43
			TOTAL:	803.43
QUILL CORPORATION	SUPPLIES	GENERAL FUND	CITY MANAGER	213.13
	SUPPLIES	GENERAL FUND	POLICE	203.92
			TOTAL:	417.05
ROBERT SPINKS	CELL PHONE	GENERAL FUND	POLICE	50.00
	REIMBURSEMENT/TRAINING	GENERAL FUND	POLICE	30.20
			TOTAL:	80.20
ROBYN BAKER	CELL PHONE	GENERAL FUND	GENERAL ADMINISTRATIVE	50.00
			TOTAL:	50.00
ROSS ALBERTINI	CELL PHONE	GENERAL FUND	LEGAL/MUNICIPAL COURT	50.00
	REIM MILEAGE	GENERAL FUND	LEGAL/MUNICIPAL COURT	220.08
			TOTAL:	270.08
SCHIBI HEATING AND AIR	SERVICES	SEWER FUND	COLLECTIONS	85.00
			TOTAL:	85.00
SEK AUTO SALES INC	TIRE MOUNT	SANITATION FUND	SANITATION FUND	67.99
	TIRES	SANITATION FUND	SANITATION FUND	1,637.59
			TOTAL:	1,705.58
SOUTHERN UNIFORM & TACTICAL	NAMETAG/POUSER	GENERAL FUND	POLICE	24.90
	UNIFORMS/EQUIP/POUSER	GENERAL FUND	POLICE	1,097.35
	UNIFORMS/ROBERTS	GENERAL FUND	POLICE	338.12
			TOTAL:	1,460.37
SPARKLIGHT	ACCT 110475167	GENERAL FUND	POLICE	142.45
			TOTAL:	142.45
STEVEN PASSWATER	REPAIRS	GENERAL FUND	POLICE	135.00
	KEYS	WATER FUND	DISTRIBUTION	4.50
			TOTAL:	139.50
THOMPSON BROTHERS SUPPLIES INC	RENTAL	SANITATION FUND	SANITATION FUND	143.50
			TOTAL:	143.50
TIMOTHY H WASS	SERVICES	SANITATION FUND	SANITATION FUND	9.06
			TOTAL:	9.06
TODD K MEDLOCK	FILTER FEED PUMP	WATER FUND	TREATMENT PLANT	11,581.79
			TOTAL:	11,581.79

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TOM SHAW	INSURANCE	HEALTH INSURANCE R	HEALTH INSURANCE RESER	374.05
			TOTAL:	374.05
TREIBER FINISHING	14TH AND WASHINGTON	STREETS SALES TAX	STREETS SALES TAX FUND	12,480.00
	14TH AND WASHINGTON	WATER FUND	DISTRIBUTION	12,480.00
	14TH AND WASHINGTON	STORMWATER UTILITY	STORMWATER UTILITY	12,480.00
			TOTAL:	37,440.00
U.S. POSTAL SERVICE	POSTAGE	WATER FUND	ADMINISTRATIVE	900.00
	POSTAGE	SEWER FUND	ADMINISTRATIVE	500.00
	POSTAGE	SANITATION FUND	SANITATION FUND	500.00
			TOTAL:	1,900.00
UNIFIRST CORPORATION	JUNE CHARGES	GENERAL FUND	GENERAL ADMINISTRATIVE	29.75
	JUNE CHARGES	GENERAL FUND	GENERAL ADMINISTRATIVE	29.75
	JUNE CHARGES	GENERAL FUND	GENERAL ADMINISTRATIVE	29.75
	JUNE CHARGES	GENERAL FUND	GENERAL ADMINISTRATIVE	29.75
	JUNE CHARGES	GENERAL FUND	GENERAL ADMINISTRATIVE	29.75
	JUNE CHARGES	GENERAL FUND	GENERAL ADMINISTRATIVE	8.70
	JUNE CHARGES	GENERAL FUND	GENERAL ADMINISTRATIVE	8.70
	JUNE CHARGES	GENERAL FUND	GENERAL ADMINISTRATIVE	8.70
	JUNE CHARGES	GENERAL FUND	GENERAL ADMINISTRATIVE	8.70
	JUNE CHARGES	GENERAL FUND	GENERAL ADMINISTRATIVE	8.70
	JUNE CHARGES	GENERAL FUND	GENERAL ADMINISTRATIVE	8.70
	JUNE CHARGES	GENERAL FUND	FIRE	14.35
	JUNE CHARGES	GENERAL FUND	FIRE	14.35
	JUNE CHARGES	GENERAL FUND	FIRE	14.35
	JUNE CHARGES	GENERAL FUND	FIRE	14.35
	JUNE CHARGES	GENERAL FUND	FIRE	14.35
	JUNE CHARGES	GENERAL FUND	STREET	100.35
	JUNE CHARGES	GENERAL FUND	STREET	100.35
	JUNE CHARGES	GENERAL FUND	STREET	100.65
	JUNE CHARGES	GENERAL FUND	STREET	100.65
	JUNE CHARGES	GENERAL FUND	STREET	100.35
	JUNE CHARGES	GENERAL FUND	STREET	100.35
	JUNE CHARGES	GENERAL FUND	PARK	14.40
	JUNE CHARGES	GENERAL FUND	PARK	14.40
	JUNE CHARGES	GENERAL FUND	PARK	14.40
	JUNE CHARGES	GENERAL FUND	PARK	14.40
	JUNE CHARGES	GENERAL FUND	PARK	14.40
	JUNE CHARGES	GENERAL FUND	PARK	29.75
	JUNE CHARGES	GENERAL FUND	PARK	29.75
	JUNE CHARGES	GENERAL FUND	PARK	29.75
	JUNE CHARGES	GENERAL FUND	PARK	29.75
	JUNE CHARGES	GENERAL FUND	PARK	49.50
	JUNE CHARGES	GENERAL FUND	PARK	30.25
	JUNE CHARGES	GENERAL FUND	CEMETERY	14.95
	JUNE CHARGES	GENERAL FUND	CEMETERY	14.95
	JUNE CHARGES	GENERAL FUND	CEMETERY	14.95
	JUNE CHARGES	GENERAL FUND	CEMETERY	14.95
	JUNE CHARGES	GENERAL FUND	CEMETERY	14.95
	JUNE CHARGES	MAINTENANCE FUND	MAINTENANCE FUND	54.64
	JUNE CHARGES	MAINTENANCE FUND	MAINTENANCE FUND	54.64
	JUNE CHARGES	MAINTENANCE FUND	MAINTENANCE FUND	54.64
	JUNE CHARGES	MAINTENANCE FUND	MAINTENANCE FUND	54.64
	JUNE CHARGES	MAINTENANCE FUND	MAINTENANCE FUND	54.64
	JUNE CHARGES	WATER FUND	TREATMENT PLANT	11.50
	JUNE CHARGES	WATER FUND	TREATMENT PLANT	11.50
	JUNE CHARGES	WATER FUND	TREATMENT PLANT	11.50

VENDOR NAME

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
JUNE CHARGES	WATER FUND	TREATMENT PLANT	11.50
JUNE CHARGES	WATER FUND	TREATMENT PLANT	11.50
JUNE CHARGES	WATER FUND	TREATMENT PLANT	73.55
JUNE CHARGES	WATER FUND	TREATMENT PLANT	48.80
JUNE CHARGES	WATER FUND	TREATMENT PLANT	48.80
JUNE CHARGES	WATER FUND	TREATMENT PLANT	48.80
JUNE CHARGES	WATER FUND	TREATMENT PLANT	48.80
JUNE CHARGES	WATER FUND	DISTRIBUTION	116.15
JUNE CHARGES	WATER FUND	DISTRIBUTION	54.00
JUNE CHARGES	WATER FUND	DISTRIBUTION	54.00
JUNE CHARGES	WATER FUND	DISTRIBUTION	54.00
JUNE CHARGES	WATER FUND	DISTRIBUTION	54.30
JUNE CHARGES	WATER FUND	LAKE	17.60
JUNE CHARGES	WATER FUND	LAKE	17.60
JUNE CHARGES	WATER FUND	LAKE	17.60
JUNE CHARGES	WATER FUND	LAKE	17.60
JUNE CHARGES	SEWER FUND	TREATMENT PLANT	27.51
JUNE CHARGES	SEWER FUND	TREATMENT PLANT	27.51
JUNE CHARGES	SEWER FUND	TREATMENT PLANT	27.51
JUNE CHARGES	SEWER FUND	TREATMENT PLANT	27.51
JUNE CHARGES	SEWER FUND	TREATMENT PLANT	14.80
JUNE CHARGES	SEWER FUND	TREATMENT PLANT	14.80
JUNE CHARGES	SEWER FUND	TREATMENT PLANT	14.80
JUNE CHARGES	SEWER FUND	TREATMENT PLANT	15.40
JUNE CHARGES	SEWER FUND	TREATMENT PLANT	101.82
JUNE CHARGES	SANITATION FUND	SANITATION FUND	71.61
JUNE CHARGES	SANITATION FUND	SANITATION FUND	71.61
JUNE CHARGES	SANITATION FUND	SANITATION FUND	71.61
JUNE CHARGES	SANITATION FUND	SANITATION FUND	71.61
JUNE CHARGES	SANITATION FUND	SANITATION FUND	71.61
TOTAL:			2,759.22
UNIVAR			
CAUSTIC SODA	WATER FUND	TREATMENT PLANT	7,178.65
PERMANGANATE X2 350GAL	WATER FUND	TREATMENT PLANT	3,901.92
PERMANGANATE X2 350GAL	WATER FUND	TREATMENT PLANT	3,901.92
CAUSTIC SODA/PREMANGANATE	WATER FUND	TREATMENT PLANT	7,055.19
CAUSTIC SODA/PREMANGANATE	WATER FUND	TREATMENT PLANT	7,744.72
TOTAL:			29,782.40
WESTON HORN			
MUSIC IN THE PARK	GENERAL FUND	GENERAL ADMINISTRATIVE	1,000.00
TOTAL:			1,000.00
WILDCATE EXTENSION DISTRICT			
SOIL SAMPLES	SEWER FUND	TREATMENT PLANT	82.50
TOTAL:			82.50
XANDER GABBERT			
JUNE 22ND MOWING/MUSEUM	PARSONS MUSEUM	PARSONS MUSEUM	100.00
TOTAL:			100.00

VENDOR NAME

DEPARTMENT

DESCRIPTION

FUND

AMOUNT

===== FUND TOTALS =====			
01	GENERAL FUND	20,598.35	
06	INDUSTRIAL FUND	30,000.00	
15	TOURISM	213.56	
18	MAINTENANCE FUND	320.38	
22	PUB SAFETY SALES TAX	12,948.90	
27	ECONOMIC DEV SALES TAX	550.00	
28	PARK SALES TAX FUND	803.43	
29	STREET'S SALES TAX FUND	12,480.00	
37	HEALTH INSURANCE RESERVE	1,648.10	
42	PARSONS MUSEUM	100.00	
50	WATER FUND	57,489.72	
55	SEWER FUND	6,570.05	
65	STORMWATER UTILITY	12,480.00	
70	SANITATION FUND	4,206.03	
GRAND TOTAL:		160,408.52	

Memorandum  
City of Parsons  
Utilities Department

**TO:** Debbie Lamb, City Manager

**FROM:** Derek Clevenger, Director of Utilities DC

**DATE:** June 28, 2023

**RE:** **Approve Olsson Associates Master Agreement for Professional Services**

Please include the following item on the City Commission consent agenda for consideration at the July 3, 2023 meeting:

**Approve and authorize the Mayor's signature on Master Agreement for Professional Services**

This is a master agreement for professional services from Olsson and Associates. Individual work orders will be approved as needed as described in the master agreement.

**Funding**

Water and Wastewater Funds

**Action Request**

Approve Engineering Agreement for Olsson Associates for Professional Services.



## **MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

March 14, 2023

City of Parsons, Kansas  
Attn: Derek Clevenger  
112 S. 17<sup>th</sup> St.  
P.O. Box 1037  
Parsons, KS 67357

Re: **MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

Dear Mr. Clevenger:

It is our understanding that the City of Parsons, Kansas ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Master Agreement for Professional Services, Olsson's General Provisions, and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement").

The purpose of the Agreement is to provide the Client and Olsson with an operating agreement covering on-going services provided to Client. Upon request for services from the Client, Olsson will send to the Client a proposed **Work Order** for approval by Client. The Work Order will include the project location, anticipated start and completion dates, project description, compensation, and the Scope of Services. Olsson will commence work on individual projects upon receipt of a signed Work Order. An example of a Work Order is attached for your reference.

Olsson has acquainted itself with the information provided by Client relative to the Master Agreement and based upon such information offers to provide the services described in each Work Order. Client warrants that it is either the legal owner of the property to be improved by each Work Order or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached hereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Master Agreement and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide Client the Scope of Services for Projects as specified in each project Work Order. Olsson shall invoice Client for all services as outlined in each project Work Order. Olsson's services may vary for each project. Olsson shall not commence work on any Work Order without Client's prior approval in writing.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

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## SCHEDULE FOR SERVICES

Details of the schedule for each project will be outlined in the Work Order.

## COMPENSATION

Compensation for each project will be outlined in the Work Order. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of the invoice date.


## TERMS AND CONDITIONS OF SERVICE


We have discussed with you the risks, rewards and benefits of the Agreement and the Agreement will represent the entire understanding between Client and Olsson with respect to any project subject to a Work Order. The Agreement may only be modified in writing signed by both parties.

Unless otherwise set forth in writing, Client's designated representative shall be \_\_\_\_\_.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson, 550 E. St. Louis Street, Springfield, Missouri 65806. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

## OLSSON, INC.

By   
Clayton Cristy, PE, Senior Project Manager

By   
Jerry Jesky, PE, Senior Engineer

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

## City of Parsons, Kansas

By \_\_\_\_\_  
Signature

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

## Attachments

Work Order (Example)

General Provisions

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**(Example - Do Not Use - See Master Agreement Work Order)**

**WORK ORDER**

This exhibit dated \_\_\_\_\_ is hereby attached to and made a part of the Master Agreement for Professional Services dated \_\_\_\_\_ between \_\_\_\_\_ ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

**GENERAL**

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

**PROJECT DESCRIPTION AND LOCATION**

Project will be located at: \_\_\_\_\_  
Project Description: \_\_\_\_\_

(Scope of Services, Schedule for Services, and Compensation shall be defined on a case by case basis.)

**TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project representative shall be \_\_\_\_\_.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of \_\_\_\_\_ days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By \_\_\_\_\_  
Type Name Here (Optional)

By \_\_\_\_\_  
Type Name Here (Optional)

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

**NAME OF CLIENT**

By \_\_\_\_\_  
Signature  
Print Name \_\_\_\_\_

Title \_\_\_\_\_ Dated: \_\_\_\_\_

Attachments  
(If Applicable)

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated March 14, 2023 between City of Parsons, KS ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

#### **SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## **SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation**

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

### **6.2 Arbitration or Litigation**

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

### 6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

## SECTION 7—MISCELLANEOUS

### 7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### 7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

### **7.3 Opinion of Probable Cost**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

### **7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

### **7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

### **7.6 Standard of Care**

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

### **7.7 Force Majeure**

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

### **7.8 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

### **7.9 Confidentiality**

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

#### **7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

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the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

#### **7.11 Controlling Law and Venue**

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

#### **7.12 Subconsultants**

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

#### **7.13 Assignment**

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

#### **7.14 Indemnity**

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

#### **7.15 Limitation on Damages**

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract

and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

#### **7.16 Entire Agreement/Severability**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

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Memorandum  
City of Parsons  
Legal Department

**TO:** Deborah Lamb, City Manager  
**FROM:** Ross Albertini, City Attorney  
**CC:**  
**Date:** June 27, 2023  
**RE:** Indigent Defense Agreement - Lee

Please include the following item on the City Commission agenda for consideration at the July 3, 2023, meeting:

Clifford Lee is an attorney providing court appointed legal counsel for Parsons Municipal Court. His firm is requesting that he have a written contract for providing these services. The appointed attorney fee charged defendants is \$200.00. The contract rate will be \$200.00 per case.

**Action Request.**

Approve the agreement.

## Indigent Defense Agreement

This Agreement made between the City of Parsons, Kansas, a body corporate, existing under the laws of the State of Kansas, hereinafter referred to as "City," and Kansas Legal Services- Pittsburg, herein referred to as "KLS".

Whereas, the City desires an Attorney who the Municipal Court may appoint for Indigent Defense; and

Whereas, the parties hereto believe it to be prudent to memorialize their agreement with respect to the duties of the parties; and

Whereas, the parties hereto have entered into an agreement with respect to compensation, as set forth below.

Now therefore, in consideration of the promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TERM. The terms and conditions contemplated by this agreement shall begin on the day of signing and shall continue in perpetuity unless otherwise terminated as provided herein. This contract may be terminated by any of the parties hereto upon providing 14 days written notice to the other party that this agreement is to terminate at the end of such 14-day period. Any such notice shall be given in writing and sent to the following addresses:

City:	Parsons Court Clerk 112 S. 17th St. Parsons, KS 67357
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KLS:	Kansas Legal Services 408 N. Walnut PO Box 1509 Pittsburg, KS 66762
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2. DUTIES. KLS shall devote sufficient amounts of business time and attention to the practice of law on behalf of Indigent Defendants needing representation in Parsons Municipal Court for Traffic and Misdemeanor charges. KLS shall act in accordance with the code of professional responsibility and with the ethics of the legal profession and all federal, state, and local laws and regulations governing the practice of law.

3.       COMPENSATION OF KLS. For all services rendered Kansas Legal Services shall be paid as follows:
  - a.   \$200.00 per case;
4.       RELATIONSHIP OF THE PARTIES. Nothing contained in this agreement shall be construed to constitute KLS as an employee of the City, nor shall either party have any authority to bind the other outside the terms set out in this agreement.
5.       SUCCESSORS AND ASSIGNS. None of the parties hereto may assign this agreement without the prior written consent of both other parties to this agreement.

In witness whereof, the parties have executed this agreement on the date adjacent to each of their signatures.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Strait, President of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clifford W. Lee  
Managing Attorney

Memorandum  
City of Parsons  
Legal Department

**TO:** Deborah Lamb, City Manager  
**FROM:** Ross Albertini, City Attorney  
**DATE:** June 28, 2023  
**RE:** **Vacant Lot Program**

Please include the following item on the City Commission consent agenda for the July 3, 2023 meeting:

**Information**


The City Commission previously approved a program whereby property owners whose land is adjacent to a vacant city lot can request the City's lot be deeded to them as long as they agree to pay the property taxes and mow said lot. Two tracts have been requested under this program.

Charles and Dorothy Gross request the lot (2331 Morgan Ave) West of their property at 0 Morgan.

Donald D. Dixon and Christine M. Dixon request the lot located at 2231 Belmont, located West of their property at 2225 Belmont.

**Action Requested**

Approve the Quit Claim Deeds with Mayor's signature on the deeds.



---

Ross Albertini  
City Attorney  
RA/jv

## QUIT CLAIM DEED

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Parsons, a Kansas Municipal Corporation, of the first part, and Donald D. Dixon, Jr. and Christine M. Dixon, husband and wife, as joint tenants with full right of survivorship, of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of One dollar, receipt whereof is hereby acknowledged, has sold and/or gifted and by these presents does remise, release and QUIT CLAIMS unto the said party of the second part, their heirs and assigns, all that tracts or parcels of land situated in the County of Labette and State of Kansas, described as follows to-wit:

Lots Seventeen (17) and Eighteen (18), all in Block Thirty-eight (38), Original town of the City of Parsons, Labette County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first party therein, TO HAVE AND TO HOLD all and singular the above-described premises, together with the appurtenances, unto the said part of the second party, its heirs and assigns, forever.

\_\_\_\_\_  
Eric Strait, President of the Board

Attest:

\_\_\_\_\_  
Robyn Baker, City Clerk

STATE OF KANSAS,  
COUNTY OF LABETTE, SS:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Eric Strait and Robyn Baker, who are personally known to me to be the same persons who executed the within instrument of writing.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

NO REAL ESTATE VALIDATION QUESTIONNAIRE: EXCEPTION 4

## QUIT CLAIM DEED

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Parsons, a Kansas Municipal Corporation, of the first part, and Charles Gross and Dorothy Gross, husband and wife, as joint tenants with full right of survivorship, of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of One dollar, receipt whereof is hereby acknowledged, has sold and/or gifted and by these presents does remise, release and QUIT CLAIMS unto the said party of the second part, their heirs and assigns, all that tracts or parcels of land situated in the County of Labette and State of Kansas, described as follows to-wit:

The South Seventy-five (75) feet and the West One Hundred (100) feet of Lot Three (3), Block Ninety-eight (98), Original town of the City of Parsons, Labette County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first party therein, TO HAVE AND TO HOLD all and singular the above-described premises, together with the appurtenances, unto the said part of the second party, its heirs and assigns, forever.

\_\_\_\_\_  
Eric Strait, President of the Board

Attest:

\_\_\_\_\_  
Robyn Baker, City Clerk

STATE OF KANSAS,  
COUNTY OF LABETTE, SS:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Eric Strait and Robyn Baker, who are personally known to me to be the same persons who executed the within instrument of writing.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

NO REAL ESTATE VALIDATION QUESTIONNAIRE: EXCEPTION 4

# Memorandum

City of Parsons

Engineering/Public Works

**TO:** Debbie Lamb, City Manager

**FROM:** Darrell Moyer, Director of Engineering & Public Works

**DATE:** June 28, 2023

**RE:** Payment request #2 for Hinman Construction, Project 2023-05, Labor & Materials used 6/1/23-6/28/23 for Law Enforcement Training facility at 2103 Corning.

Please include the following item on the City Commission consent agenda for consideration at the July 3, 2023, City Commission Meeting:

## **Payment Request #2 Hinman Construction Project 2023-05**

### **Information**

Payment request #2 for Hinman Construction, Project 2023-05, Labor & Materials used 6/1/23-6/28/23 for Law Enforcement Training facility at 2103 Corning, for a total of \$65,800.00.

### **Recommendation**

Approve

---

Darrell Moyer  
Director of Engineering/Public Works

# Greg Hinman Construction

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

## Invoice

#PD2  
6/28/2023

### Bill To:

City of Parsons  
112 South 17TH  
Parsons, KS 67357

### Project:

Renovations for police simulator at 2103  
Corning.

Payment Request No. 2

For Period From 6/1/2023 To 6/28/2023

1. Insulation and Sound Deadening		\$6,500.00
2. Sheetrock Hanging		\$4,500.00
3. Sheetrock Taping and Finishing		\$5,700.00
4. Interior Painting		\$3,000.00
5. Ceilling Grid		\$5,000.00
6. HVAC		\$25,500.00
7. Electrical		\$23,000.00
3. Adjusted Contract Amount		\$138,000.00
4. Amount of Work Completed to Date		70%
5. Total to Date		\$95,200.00
6. Less: Amount Retained		\$9,520.00
7. Less: Previous Payment		\$19,800.00
8: Amount Due This Request		\$65,800.00

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# CITY OF PARSONS, KANSAS

## ENGINEERING DEPARTMENT

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

112 S. 17<sup>TH</sup> Street • PO BOX 1037

Parsons, Kansas 67357

620-421-7020

Date 6/14/23

Company/Organization SKIL Resource Center

Name Olivia Francisco Phone No. 620-421-5502

Address 1801 Main Email Oliviaf@SKILonline.com  
Parsons, KS 67357

Please check all that apply:

☒ Sidewalk

☒ Alley

☒ Street

☐ Other - Explain

Purpose of Closure: ADA celebration

Location: FROM main to  
18th St. to Washington, behind SKIL office, Hospice, All Seasons Floral  
(main)

Closure Date: 7/26/26 Closure Time: 3pm

Open Date: 7/26/26 Open Time: 7am

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PO Box 957 • 1801 Main • Parsons, KS 67357

More Resources for People with Disabilities

[www.skilonline.com](http://www.skilonline.com)

To: City Manager –Debbie Lamb

From: SKIL Resource Center

Date: 06/13/23

RE: ADA Celebration July 26, 2023 11am to 2pm

Hello Debbie,

I am the IL Coordinator at the SKIL office in Parsons. SKIL is having their annual ADA Celebration this year on July 26 from 11am to 2pm behind the SKIL building. I was asked to reach out to you, to inform you what our plans are and what we will need from the City of Parsons.

I have completed the "City of Parsons application for public right of way closure".

We will have tables/booths set up in the street, east side of SKIL on 18<sup>th</sup> street between Main and Washington Ave.

1. We will need access to water. We plan to have a water slide/inflatables set up on the street on the east side of SKIL on 18<sup>th</sup> street, between Main and Washington Ave.
2. We will need access to electricity to the West side of the building and back parking lot to work our PA system.
3. We need picnic tables, extra trash cans and barricades to block traffic.

If you have any questions, please call Olivia 620-421-5502

Thank you,  
Olivia Francisco

HI

Local Phone 620-421-5502 • Toll Free 800-688-5616 • TDD 620-421-0983