

**AGENDA**  
**REGULAR MEETING**  
**January 23, 2023**  
**7:00 p.m.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**1. APPROVAL OF MINUTES** – Regular Meeting: Jan. 9, 2023. Pages 02-05

**2. PUBLIC COMMENTS**

Comments in this portion of the meeting will be held to a maximum of five (5) minutes. Scheduled requests shall be allotted fifteen (15) minutes. Requests to address the council or to be on the agenda must be given to the city clerk no later than noon (12:00) on the Wednesday preceding a scheduled council meeting (council meetings are scheduled for the second and fourth Monday of every month). Prior to making comments, please state the following: First & Last Name, Your Address and Ward.

**3. BUSINESS AND DISCUSSION ITEMS**

- 1. Childcare Consulting Agreement Page 06
- 2. Progress report on Lagoons BG Consultants - Thaniel Monaco Pages 07-11

**4. NOTICES AND HEARINGS**

**5. CONSENT AGENDA**

- 1. Fishing Access Agreement Pages 12-23

**6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3789** Pages 24-28

**7. STAFF REPORTS**

- 1. City Administrator Page 29
  - a. Chip and Seal Rocks Page 30
  - b. Skid Steer Tree Saw Pages 31-32

**8. STANDING COMMITTEE REPORTS**

- 1. Street
- 2. Water & Wastewater Treatment
- 3. Parks & Recreation
- 4. Cemetery & Airport
- 5. Police & Fire
- 6. Administration & Finance

**9. APPOINTMENTS & WAGE DETERMINATION**

- 1. **Zoning Board of Appeals** – *Dean Thomas {Chair} replacing Tony Duever Feb 2023 – Dec 2025*

**10. CITY ATTORNEY/EXECUTIVE SESSION**

- 1. Jay Fowler – Country Club Lake

**11. ROUNDTABLE DISCUSSION**

**ADJOURNMENT**

Regular Meeting  
City Hall, Marysville, Kansas-January 9, 2023

Members of the Governing Body of the City of Marysville were called to order in the regular session at 7:00 p.m. on the date and place noted above with Mayor Barnes in the chair. City Administer St. John and City Clerk Holle were also present.

After the Pledge of Allegiance, roll call was answered by the following council members: Frye, Keating, Snellings, Beikman, Goracke, Behrens, and Throm. A quorum was present. Council member Price was absent.

The minutes from the December 27<sup>th</sup> regular meeting were presented for approval. CM Throm moved; CM Snellings seconded to approve the minutes as presented. Motion carried by 7-0 voice vote.

**PUBLIC COMMENTS:**

1. **CEMETERY KIOSK.** Diane Schroller, Ward 4 asked the Council when a kiosk at the Cemetery would be completed. She was told the kiosk is in the 2023 budget and the Cemetery and Parks Supervisor is working on a plan. A Cemetery Committee meeting will be arranged.
2. **COUNTRY CLUB LAKE.** Steve Prell, 1042 Pony Express Highway presented to Council information about the Country Club Lake concerning his property.
3. **COUNTRY CLUB LAKE.** Vallery Prell, 1042 Pony Express Highway presented to Council information about the Country Club Lake concerning her property.
4. **COUNTRY CLUB LAKE.** Kris Schrater, 1040 Pony Express Highway presented to Council information about Country Club Lake concerning his property.
5. **KOESTER MUSEUM HEATING SYSTEM.** CA St. John reported the City crews have found or rebuilt 3 radiators for the Koester House Museum. We are still looking for 1 radiator. The 3 radiators have been taken to Landoll Company to be sandblasted and then will be taken to Schroller Collision to be painted. When the radiators are finished the heating system can be turned on with some modifications for the missing radiator.

**BUSINESS AND DISCUSSION ITEMS:**

1. **MARSHALL COUNTY SPORTS & RECREATION.** Jacey Rombeck representing Marshall County Sports and Recreation presented an annual report from 2022 showing participation numbers in the various activities available. She also reported they had applied ag lime to the fields and had cut the lip off the pitching mound on Feldhausen Field and added new sod.

**NOTICES AND HEARINGS:**

**CONSENT AGENDA.** The Consent Agenda was presented for consideration. CM Throm moved; CM Keating seconded to approve the Consent Agenda. Motion carried unanimously. The Consent Agenda consisted of the following:

1. Convention & Tourism request totaling \$9,100.00 as follows: Travel Industry of Kansas, annual 2023 dues and publications \$750.00; Social Media Marketing Posts, annual \$500.00; Office Supplies & Google Drive, annual \$1,000.00; Tourism Marketing Material, annual \$1,750.00; Travel Kansas! Magazine Ad, full-page \$2,100.00 less business participation of \$1,525.00 net \$525.00; Fairytales on Ice-MCAC grant for advertising, \$3,000.00.

2. Cash balances in funds as of December 31, 2022, were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through December 2022 showed unadjusted accumulated revenues in the General Fund of \$2,940,206 or 113% of budget; Water Revenue Fund, \$904,132 or 101% of budget, Sewer Revenue Fund, \$1,162,774 or 152% of budget. Unadjusted statement of expenditures in the General Fund totaled \$3,052,871 or 105% of budget, Water Revenue Fund, \$993,178 or 73% of budget, and Sewer Revenue Fund, \$973,282 or 91% of budget.
3. The Municipal Judge's Report for December showed \$1,979.67 being deposited with the City Treasurer and \$211.50 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

#### **APPROPRIATIONS ORDINANCE NO. 3789**

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$46,779.32; Water Revenue Fund, \$3,277.84; Sewage Revenue Fund, \$1,423.22; Swim Pool Sales Tax, \$918.28; Koester Block Maintenance, \$230.98; Transient Guest Tax, \$512.00; Sales Tax Improvements, \$11,500.00; making a total of \$64,641.64.
2. An appropriations ordinance was introduced and considered to honor claims against the funds of the City as audited by the Finance Committee. CM Throm moved; CM Snellings seconded to approve the appropriations ordinance totaling \$64,641.64.
3. Motion to approve the appropriations ordinance carried by 7-0 roll call vote. City Clerk Holle assigned Ordinance No. 3789.

#### **STAFF REPORTS:**

##### **CITY ADMINISTRATOR:**

1. **FINANCIALS.** CA St. John updated the Governing Body on the status of General Fund, Water Revenue Fund, Sewer Revenue Fund and Sales Tax Improvement Fund. A Capital Projects report was also included. There are some funds which are overspent due to the damage from the June storm and the insurance payments. The annual audit should begin later in January, and they address these issues.
2. **BUDGET WORKSHOP.** CA St. John said he would like to schedule a budget workshop on February 23 at 6:00 p.m. to discuss the 2023 projects.
3. **PUBLIC CHILDCARE MEETING.** CA St. John reminded the Council and the Public there will be an informational meeting at Landoll Lanes January 11 at 6:00 p.m. concerning a new childcare facility in Marysville.
4. **PONY EXPRESS SQUIRREL STATUE.** CA St. John said the Pony Express Museum would like to place their new Black Squirrel statue in the entrance way to the museum. There were no objections.

#### **STAFF REPORTS:**

#### **STREET:**

1. **STREET SWEEPER PURCHASE.** Street Supervisor Gundelfinger included in the agenda street sweeper information for the sweepers that were demonstrated to the Street Department. The current sweeper is five years old. The quotes are as follows: Global \$283,920 less sale of sweeper \$60,000; Ravo \$275,000 and would trade-in old sweeper \$30,000; Elgin \$238,900. CM Keating moved to purchase the Global sweeper from Berry Tractor Co. for \$283,920 with the outright local sale of the current sweeper for \$60,000, CM Throm seconded. Motion carried unanimously.

#### **PARKS & RECREATION:**

1. **2 MOWER PURCHASES.** Cemetery & Parks Supervisor Cercone included in the agenda quotes to purchase 2 mowers with 48" decks to mow in the Cemetery between the stones. Prices were obtained from Exmark, \$7,439; Hustlers, \$6,832, \$6,739, \$6,906, \$7,738, \$7,999; Grasshopper, \$8,000, \$7,365; John Deere, \$8,270; Bobcat, \$8,094. CM Throm moved, CM Keating seconded to purchase 2 Hustler Fastrack side discharge mowers from Blue Valley Trailer, Waterville for \$6,739 each totaling \$13,478. Motion carried unanimously. The 1996 Dixon and the 2005 Ferris will be surplus on Purple Wave.

#### **POLICE & FIRE:**

1. **2 SUV PURCHASES.** Police Chief Simpson presented bids for 2 SUVs for the Police Department. Only the Dodge Durango is available at this time. Davis Moore in Wichita quoted \$42,272.41 and Nemaha Valley Motors, Seneca quoted \$39,500.00. Upfitting from KaComm of Manhattan will cost an additional \$9,651.25 per vehicle. CM Throm moved to purchase 2 Dodge Durangos from Nemaha Valley Motors for \$39,500 each with upfitting from KaComm for \$9,621.25 each totaling \$98,382.50. CM Frye seconded. Motion carried unanimously.

#### **STANDING COMMITTEE REPORTS:**

##### **STREET:**

1. **POTHOLE ON N 16<sup>TH</sup> ST.** CM Beikman said he had several complaints about the potholes on N 16<sup>th</sup> Street near Debbie Lane. City staff said they had also received the complaints and they would repair it before the mill and overlay is completed by Hall Brothers.
2. **KEYSTONE ROAD.** Mayor Barnes asked if the City should remove the asphalt on Keystone Road and take it back to gravel until improvements can be made. CM Keating asked to wait to make a decision until the engineering proposals have been reviewed.

##### **WATER & WASTEWATER:**

1. **DRAINAGE ON 7<sup>TH</sup> ST & JACKSON.** CM Throm asked if the City has a plan to improve the drainage near the Bus Barn on 7<sup>th</sup> Street and Jackson.
2. **STORM SEWER BY NORDHUS MOTORS.** Council discussed creating a plan in 2023 to repair the storm water run off on Highway 36 near Nordhus Motors.
3. **WATER BILL REDUCTION.** CM Snellings said the Gose boys had their water softener malfunction causing a large water bill. She asked if there was any forgiveness for these types of events. Staff told her historically only the sewer portion would be reduced if the water did not go

down the sewer. In this case the water did go down the sewer, but they were informed they could bring the matter to the Water Committee if they chose to. They were also informed the City would make a payment plan for these large bills.

4. **STORM SEWER TAX.** CM Throm suggested the City look at a monthly fee to fund storm water repairs in the City. Several other cities, both large and small have started this method to fund storm sewer repairs.

**ADMINISTRATION AND FINANCE:**

1. **SURVEY ON HEALTH DEPT PROPERTY.** CM Keating said the Marshall County Commissioners talked about the land survey the City is requesting before the Health Department can be built at 6<sup>th</sup> and Broadway.
2. **GOVERNMENT DAY AT THE CAPITOL.** Mayor Barnes said he would like to go to Government Day at the Capitol on January 25<sup>th</sup> and asked if any other Council members would like to sign up.

**APPOINTMENTS:**

**CITY ATTORNEY:**

**EXECUTIVE SESSION:**

**ROUND TABLE DISCUSSION:**

1. **DOG PARK CREEK BED.** CM Frye stated the creek bed at the Dog Park has lots of trees and overgrowth. He asked if the City would contract that or if the City Crews would clean it. CA St. John said that it would be contracted.
2. **4<sup>TH</sup> OF JULY FIREWORKS.** CM Keating said the VFW would like to finance a large portion of the 4<sup>th</sup> of July Fireworks celebration. He has been in contact with a company in Inman and tentatively scheduled a fireworks display for July 8. The school district agreed to allow the use of the football stadium, but neighbors would need to be contacted. The last several years the display has been at Lakeview Complex. CM Keating and a company representative will tour sights in the near future. Another local organization is interested in bringing a band here also on that day.

There being no further business, at 8:32 p.m. CM Frye moved to adjourn, CM Behrens seconded. Motion carried unanimously.

Cindy Holle  
City Clerk

**Childcare Consulting Agreement**

**Whereas** the City of Marysville desires to support initiatives in Marysville to improve the childcare offering in Marysville and plan for the future prosperity and expanded economic activity of Marysville; and

**Whereas** Lucas Neece has experience as a project manager for an exceptional childcare facility and as a skilled city management professional;

**Therefore:**

The City of Marysville and Lucas Neece agree that Lucas will perform various consulting tasks necessary to the development of a new childcare facility in Marysville.

Payment under this agreement will be for advice, communication by text, email, phone call, and preparation of and participation in meetings. These meetings are anticipated to be roughly monthly; payment for individual meetings will be subject to approval by the City Administrator. Payment will be \$1000/meeting in Marysville, plus the City’s standard mileage reimbursement from Consultant’s residence, and when deemed necessary by Consultant, lodging. The agreement is subject to change with 1 month’s notice by written agreement of both parties.

Specific meetings planned as of the drafting of this agreement:

- 1) Community Conversation 1/11/2023
- 2) Steering Committee 1/16/2023

Signed this day, the \_\_\_\_\_ 2023 by:

\_\_\_\_\_

Austin St. John  
City Administrator, Marysville, KS

and

\_\_\_\_\_

Lucas Neece  
Consultant  
14495 W. 138th Place  
Olathe, KS 66062



## Update Memorandum

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**To:** Honorable Mayor Barnes & City Council Members  
Austin St. John, City Administrator  
Via Email: [cityadm@bluevalley.net](mailto:cityadm@bluevalley.net)

**From:** Thaniel Monaco, P.E.

**Date:** January 19, 2023

**Re:** Wastewater Treatment Improvement Update  
Project Number: 22-1177M

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### **Background Information**

This Update Memorandum is being provided to the City to provide an understanding of design progress for the Wastewater Lagoon and Wetland portion of the Project. There is also some information on the screening portion of the project but the primary focus of this memorandum and presentation will be on the CDBG Funded portion of the project, which is the new primary lagoon cell and the wetland development.

### **New Primary Lagoon Cell**

It is important to note that while the area is available for the new primary cell at the proposed 18.5+ acres, the existing ground elevations would require a tremendous amount of fill material to have the new lagoon (Cell A) match the operational level of the existing Cell 1 (NW cell now). Our office has developed numerous iterations to the configuration and operational level to minimize the overall amount of earthwork required and keeping the earthwork approximately balanced between cut & fill needs. This was done to minimize costing of the overall construction of this cell.

You will note on Sheet #4 of the Preliminary Design Drawings that the existing elevations of Existing Cell #1 = 1284.5, New Cell A = 1277.5, and Existing Cells #2&3 = 1274.5. This should not modify the operations of the influent distribution box that receives all influent flow from the Main Lift Station. Nor should it adversely affect the ultimate flow patterns through the cells after construction is complete.

### **Interconnections Between Cells**

As noted above, there will be a different operational level in the New Cell A. The connection to the influent distribution box in the northwest corner of this cell will still be

able to be completed with the original construction of that box having a future stub pipe heading east. The typical function of a primary cell will be to treat the raw wastewater as efficiently as possible to minimize the amount of solids and/or other organic material being transported to the secondary and final cells. The preliminary design indicates a control structure located in the middle of the southeast berm section of the new cell. This configuration was worked through with KDHE to provide the most reasonable amount of "travel time" between the influent and effluent.

The proposed Cell A design includes the effluent flowline from the cell to be at 1274.5, which is two feet (2') above the bottom of the new cell. This elevation also correlates with the normal operational level of Cells #2&3. But this will allow a direct connection between Cell A and existing Cell #3. We are also maintaining the current flow path from Cell #1 to Cell #3 as originally constructed and requested by KDHE during our correspondence with them on the operational conditions.

### **Wetlands Design Configuration**

The flow from the existing final cell at the lagoon site will be transported to the wetland site through utilization of the previously abandoned forcemain that was installed when the lagoons were originally constructed. The forcemain material is PVC and/or HDPE and is adequate in size to transmit the effluent from the lagoons to the wetland site. An interconnection of the mains will occur near the existing air release manhole location west of the river. We have evaluated maximum flow rates through the lagoon discharge main and feel that this system will operate effectively even though the wetland site is much lower in elevation than the lagoon effluent cell.

Due to the size (14+ acres) of the new wetland cell, our design incorporates a subdivision of the area into three approximately equal areas to provide some consideration of flow deviation and maintenance in the future. This will require some additional structures and pipe but it will also be a better way to facilitate flow into smaller areas as required. In general, the wetlands will be operated with 6" – 18" of water in them. The internal berms that separate the sub-areas will also allow some interior pedestrian access if needed for inspection. We are also incorporating a "future" connection from Control Structure #3 on the south side of the wetland cell design if wetland expansion were to be needed in the future.

### **Screening & Electrical Upgrades**

Our Principal Electrical Engineer has evaluated the existing electrical components of the Main Lift Station (MLS). City Staff had indicated some consideration of installation of



Variable Frequency Drive (VFD) components to improve pumping efficiency. It would also be a desire to minimize the pressure surges from pumping activities within the entire force main with this installation. Preliminarily it appears that this work would be feasible within the existing operations building and allowable within the KDHE-SRF program. We will have additional information on that soon regarding that portion of the design activities.

For the screening improvements we have looked at a preliminary location of the new screening channel located in the southwest corner of the existing MLS site. This location will allow both the west influent and south influent line to be rerouted and connected prior to introduction into the screening channel. Preliminary design components will provide for a main screen channel and a manual bypass channel for maintenance needs. Our office has received some preliminary information from potential screen manufacturers and will be discussing those with City Staff soon to determine what might work the best for the City in the long-term with this type of installation. The screening options may be something that we look at as a potential pre-purchase after identifying two or more “preferred” options. This may be more beneficial in the overall timing of getting the selected screen onsite for installation.

### **Next Steps**

Based on consensus of the City, we will finalize and submit these drawings and bidding documents to KDHE by the end of this week. We will need to look at the timing of advertisement for the bid letting but we will coordinate with KDHE and CDBG in relation to meeting schedule requirements pertaining to the Lagoon/Wetland project since it is dual funded with each of these entities. The screening components are only funded with KDHE-SRF funds so we will coordinate a bidding process with KDHE soon after looking at screen selection for the overall bidding documents of that portion of the work.

Please feel free to contact me ([thaniel.monaco@bgcons.com](mailto:thaniel.monaco@bgcons.com) or 785.475.7111) if you have questions or require additional information on this funding application component.

### **Attachments**

- Construction Drawings (Not For Construction)

**BERM ALIGNMENT**

Point #	Northing	Easting	Elevation	Description
1	775052.66	10238365.13	1280.50	Berm Alignment
2	775059.67	10238365.44	1282.14 (ME)	Match Existing
3	775066.37	10238353.47	1283.34 (ME)	Match Existing
4	775066.39	10238274.55	1286.24 (ME)	Match Existing
5	775066.38	10238208.14	1287.03 (ME)	Match Existing
6	775068.66	10238077.17	1287.62 (ME)	Match Existing
7	775068.65	10238078.86	1287.65 (ME)	Match Existing
8	775068.64	10238080.55	1288.02 (ME)	Match Existing
9	775668.64	10238082.23	1287.67 (ME)	Match Existing
10	775811.04	10238083.45	1287.59 (ME)	Match Existing
11	775874.40	10238085.05	1287.50 (ME)	Match Existing
12	775914.68	10238097.38	1286.39 (ME)	Match Existing
13	775961.36	10238168.16	1280.75 (ME)	Match Existing
14	775961.26	10238368.16	1280.50	Berm Alignment
15	775961.16	10238568.16	1280.50	Berm Alignment
16	775961.07	10238768.16	1280.50	Berm Alignment
17	775960.97	10238968.16	1280.50	Berm Alignment
18	775960.87	10239166.75	1280.50	Berm Alignment
19	775959.87	10239321.72	1280.50	Berm Alignment
20	775295.87	10239321.72	1280.50	Berm Alignment
21	775252.87	10239321.72	1280.50	Berm Alignment
22	775482.06	10239199.91	1280.50	Berm Alignment
23	775373.94	10239011.65	1280.50	Berm Alignment
24	775365.82	10238823.40	1280.50	Berm Alignment
25	775357.69	10238635.15	1280.50	Berm Alignment
26	775072.07	10238561.91	1280.50	Berm Alignment
27	775064.95	10238538.68	1280.50	Berm Alignment
28	775052.75	10238479.31	1280.50	Berm Alignment

ME = MATCH EXISTING

EXISTING CELL 1  
FLOOR EL: 1279.5  
WATER LEVEL: 1284.5

AREA: 13.93 ACRES @ 5'  
SLUDGE DEPTH: 10"  
EXISTING CELL 1 TO BE  
DESLEDGED AS PART OF PROJECT.  
SEE SPECIFICATION 31 20 01

EXISTING CELL 2  
FLOOR EL: 1269.5  
WL: 1274.5

EXISTING CELL 3  
FLOOR EL: 1269.5  
WL: 1274.5

**LEGEND**

Existing Fence	Existing Sign
Existing Gas Line	Existing Utility Line Riser
Existing Telephone Line	Proposed Sanitary Sewer Cleanout
Existing Storm Water	Existing Power Pole
Existing Sanitary Sewer Line	Existing Dead Man
Existing Electric Line	



**BQ CONSULTANTS**  
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Lawrence, Emporia

NO.	DATE	INITIALS	REVISIONS

REVIEW  
NOT FOR  
CONSTRUCTION  
1-19-23

MARYSVILLE, KANSAS  
LAGOON PLAN

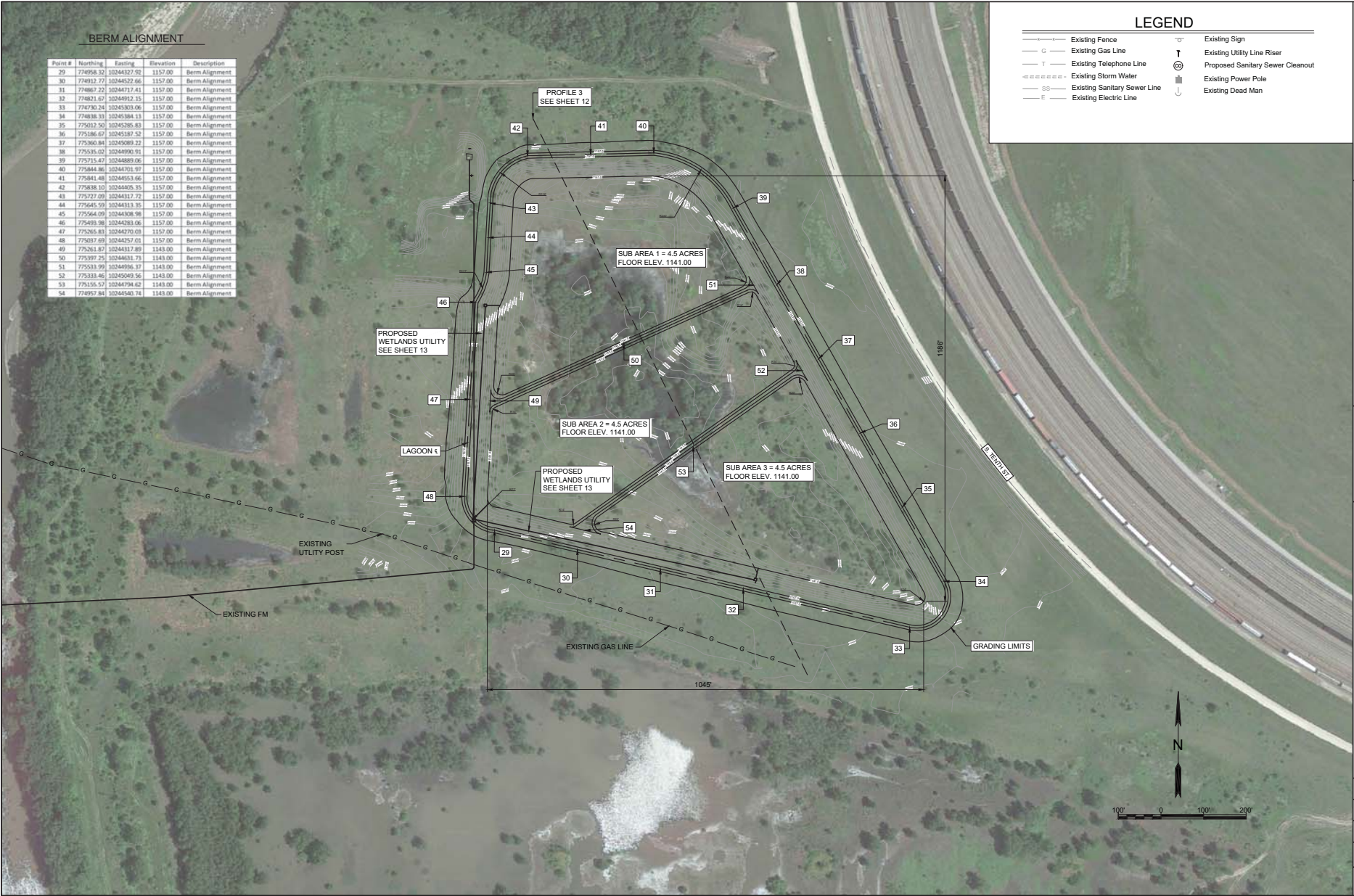
Engineer:	TEM
Drafter:	KJP
Check:	X
Date:	X
Project No.:	22-1177M
Sht. No.:	04
Total Shts.:	19

**BERM ALIGNMENT**

Point #	Northing	Easting	Elevation	Description
29	774958.32	10244127.92	1157.00	Berm Alignment
30	774912.77	10244322.66	1157.00	Berm Alignment
31	774867.22	10244517.41	1157.00	Berm Alignment
32	774821.67	10244712.15	1157.00	Berm Alignment
33	774776.12	10244906.90	1157.00	Berm Alignment
34	774730.57	10245101.64	1157.00	Berm Alignment
35	774685.02	10245296.38	1157.00	Berm Alignment
36	774639.47	10245491.12	1157.00	Berm Alignment
37	774593.92	10245685.86	1157.00	Berm Alignment
38	774548.37	10245880.60	1157.00	Berm Alignment
39	774502.82	10246075.34	1157.00	Berm Alignment
40	774457.27	10246270.08	1157.00	Berm Alignment
41	774411.72	10246464.82	1157.00	Berm Alignment
42	774366.17	10246659.56	1157.00	Berm Alignment
43	774320.62	10246854.30	1157.00	Berm Alignment
44	774275.07	10247049.04	1157.00	Berm Alignment
45	774229.52	10247243.78	1157.00	Berm Alignment
46	774183.97	10247438.52	1157.00	Berm Alignment
47	774138.42	10247633.26	1157.00	Berm Alignment
48	774092.87	10247828.00	1157.00	Berm Alignment
49	774047.32	10248022.74	1157.00	Berm Alignment
50	774001.77	10248217.48	1157.00	Berm Alignment
51	773956.22	10248412.22	1157.00	Berm Alignment
52	773910.67	10248606.96	1157.00	Berm Alignment
53	773865.12	10248801.70	1157.00	Berm Alignment
54	773819.57	10248996.44	1157.00	Berm Alignment
55	773774.02	10249191.18	1157.00	Berm Alignment
56	773728.47	10249385.92	1157.00	Berm Alignment
57	773682.92	10249580.66	1157.00	Berm Alignment
58	773637.37	10249775.40	1157.00	Berm Alignment
59	773591.82	10249970.14	1157.00	Berm Alignment
60	773546.27	10250164.88	1157.00	Berm Alignment
61	773500.72	10250359.62	1157.00	Berm Alignment
62	773455.17	10250554.36	1157.00	Berm Alignment
63	773409.62	10250749.10	1157.00	Berm Alignment
64	773364.07	10250943.84	1157.00	Berm Alignment
65	773318.52	10251138.58	1157.00	Berm Alignment
66	773272.97	10251333.32	1157.00	Berm Alignment
67	773227.42	10251528.06	1157.00	Berm Alignment
68	773181.87	10251722.80	1157.00	Berm Alignment
69	773136.32	10251917.54	1157.00	Berm Alignment
70	773090.77	10252112.28	1157.00	Berm Alignment
71	773045.22	10252307.02	1157.00	Berm Alignment
72	772999.67	10252501.76	1157.00	Berm Alignment
73	772954.12	10252696.50	1157.00	Berm Alignment
74	772908.57	10252891.24	1157.00	Berm Alignment
75	772863.02	10253085.98	1157.00	Berm Alignment
76	772817.47	10253280.72	1157.00	Berm Alignment
77	772771.92	10253475.46	1157.00	Berm Alignment
78	772726.37	10253670.20	1157.00	Berm Alignment
79	772680.82	10253864.94	1157.00	Berm Alignment
80	772635.27	10254059.68	1157.00	Berm Alignment
81	772589.72	10254254.42	1157.00	Berm Alignment
82	772544.17	10254449.16	1157.00	Berm Alignment
83	772498.62	10254643.90	1157.00	Berm Alignment
84	772453.07	10254838.64	1157.00	Berm Alignment
85	772407.52	10255033.38	1157.00	Berm Alignment
86	772361.97	10255228.12	1157.00	Berm Alignment
87	772316.42	10255422.86	1157.00	Berm Alignment
88	772270.87	10255617.60	1157.00	Berm Alignment
89	772225.32	10255812.34	1157.00	Berm Alignment
90	772179.77	10256007.08	1157.00	Berm Alignment
91	772134.22	10256201.82	1157.00	Berm Alignment
92	772088.67	10256396.56	1157.00	Berm Alignment
93	772043.12	10256591.30	1157.00	Berm Alignment
94	771997.57	10256786.04	1157.00	Berm Alignment
95	771952.02	10256980.78	1157.00	Berm Alignment
96	771906.47	10257175.52	1157.00	Berm Alignment
97	771860.92	10257370.26	1157.00	Berm Alignment
98	771815.37	10257565.00	1157.00	Berm Alignment
99	771769.82	10257759.74	1157.00	Berm Alignment
100	771724.27	10257954.48	1157.00	Berm Alignment

**LEGEND**

- Existing Fence
- Existing Gas Line
- Existing Telephone Line
- Existing Storm Water
- Existing Sanitary Sewer Line
- Existing Electric Line
- Existing Sign
- Existing Utility Line Riser
- Proposed Sanitary Sewer Cleanout
- Existing Power Pole
- Existing Dead Man



**BQ CONSULTANTS**  
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 4000 Via del Rio, P.O. Box 1000, Marquette, MS 38603  
 T: 1.766.537.7448 Web: www.bqcons.com  
 Lawrence, Emporia

NO.	REVISIONS	DATE	INITIALS

REVIEW  
NOT FOR  
CONSTRUCTION  
1-19-23

MARYSVILLE, KANSAS  
 WETLANDS PLAN

Engineer:	TEM
Drafter:	KJP
Check:	X
Date:	X
Project No.:	22-1177M
Sht. No.:	11
Total Shts.:	19



## Memo

**To:** Marysville Governing Body

**From:** Austin St. John, City Administrator

We have been asked by the state to approve this contract so that they may put our lake on their map as a fishing lake.

In a discussion with Ely Sprenkle, Ely confirmed what had been presented before and provided me with the text below. Mr. Sprenkle also stated that he would be happy to come to one of our meetings but would prefer it to be during the day.

“The Marysville Country Club Lake has been enrolled in the Community Fisheries Assistance Program through Kansas Department of Wildlife and Parks to provide angler access to the lake. It is the understanding of the local KDWP representative that approximately 100 yards of the lake shoreline is privately owned and the private property owners wish to exclude public access from this stretch of shoreline. This is an unfortunate loss to local anglers that frequent Marysville Country Club Lake. However, as by KDWP understanding of the current situation as conveyed with phone conversations from both parties, and as long as the remaining public access to the lake does not become negatively impacted by this change, then KDWP wishes to continue to have the Marysville Country Club Lake enrolled in CFAP for the foreseeable future. KDWP would suggest proper and polite signage to indicate this change to anglers that have been accustomed to accessing the entire shoreline. KDWP also requests to be provided with a map that clearly depicts property boundaries to verify what has been communicated via telephone has been properly understood by KDWP.”

Mr. Sprenkle asked if we could approve the proposed agreement as soon as possible as they are assembling their public atlas to print by early February. In our conversation, Mr. Sprenkle stressed that if at any point during the agreement the state receives an excessive number of complaints from people using the lake about harassment or other problems the state will pull their contract. The state is on the side of the anglers.

## City of Marysville

To: Governing Body

From: Cindy Holle, City Clerk

Date: 12/8/22

Re: RENEW FISHING ACCESS AGREEMENT WITH KANSAS DEPARTMENT OF  
WILDLIFE AND PARKS FISHERIES ASSISTANCE PROGRAM

---

The Kansas Department of Wildlife and Parks Fisheries Assistance Program is asking the City to renew the fisheries assistance agreement. The current agreement expires December 31, 2022. The new agreement will begin January 1, 2023 and expire December 31, 2027.

This is a continuation of the same contract we currently have.

Does the Council wish to renew the agreement?

**COOPERATOR FISHING ACCESS AGREEMENT: THE KANSAS DEPARTMENT OF WILDLIFE and PARKS COMMUNITY FISHERIES ASSISTANCE PROGRAM**

This Contract is between the Kansas Department of Wildlife and Parks, hereinafter called the **Department**, and

<u>City of Marysville</u>		
Cooperator	Contact Person	E-mail
Mailing Address	City	State      Zip Code
		<u>48-6022693</u>
Telephone Number	Fax Number	Federal ID Number

hereinafter called the **Cooperator**.

Legal description(s) of land open for public fishing access:

Name <u>Country Club Lake</u>	Name _____	Name _____	Name _____
County <u>MS</u>	County _____	County _____	County _____
Sec <u>27</u>	Sec _____	Sec _____	Sec _____
Twon <u>2S</u>	Twon _____	Twon _____	Twon _____
Rng <u>7E</u>	Rng _____	Rng _____	Rng _____
Water Acres: <u>10</u>	Water Acres: _____	Water Acres: _____	Water Acres: _____

**Lease Calculation Criteria:** At Department staff discretion, the following criteria will determine the lease amount.

- Minimum base price of \$1,030.00/ cooperator
- \$10/surface acre
- \$5/surface if motor boat angling is allowed
- \$5/surface acre if >75% of the fishable shoreline is publicly accessible
- \$5/acre if a heated fishing dock is operational
- \$5/acre for minimum quality fisheries
- \$5/acre if fish feeding program is established
- \$5/acre if Family Friendly Facility criteria is met
- \$5/acre if an approved Fish Habitat Improvement Program is in Place
- OR if annual fisheries revenue is greater than calculated value:
  - Payment will equal annual revenue for urban waters
  - A maximum of \$5,000 total on non-urban waters up to 75 acres
  - No more that \$75/acre for waters over 75 acres but less than 150 acres
  - Waters equal to or greater than 150 acres, the lease amount will be negotiated

Water contracted areas, as shown in legal descriptions above, are specifically included in the provisions of this Contract. Mark Box  if additional complete legal descriptions are attached, consisting of \_\_\_\_\_ page(s), which is hereby incorporated by reference, each of which have been initialed by the Cooperator. This agreement represents a pass-through of federal funds and is not a research and development project.

1. The Cooperator agrees to allow public fishing access on the above described tracts of water for 5 years, beginning January 1, 2023 and ending December 31, 2027 .

2. The Department agrees to pay the Cooperator an annual sum of \$ 1,030.00 , to be paid in two installments, with the first installment of 75% of total amount to be paid as set forth below and the last installment of the remaining 25% to be paid no earlier than October 1.

- WFO - First installment of 75% of total amount on or about January 31.
- Non-WFO - First installment of 75% of total amount on or about April 1.

3. On the Contracted areas the Cooperator agrees:

- (a) that the public shall have unrestricted access to said waters for the purpose of fishing;
- (b) That if motorized boating access is allowed by the Cooperator, it shall be limited to access points designated by the Cooperator and there will be no horsepower restrictions. Cooperator may restrict speed of boaters. Allowance of designated boat access through this Contract shall not be interpreted to require the Department to construct, install, or maintain any boating access facility;
- (c) not to stock fish without prior written approval from the Department;
- (d) that if the area is closed for a specific activity for more than 5 days in a calendar year, there will be a prorated payment reduction.

4. On the Contracted land, the Department agrees:

- (a) to notify the public of the exact location of the said areas (s);
- (b) to provide payment for access upon satisfactory completion of this Contract pursuant to Paragraph 2 above;

5. Should the legislature fail to provide sufficient funds, as determined by the Secretary of the Department, the Department may terminate the Contract. In the event of such a termination, written notice and proration provisions of Paragraph 8 shall apply.

6. Inadequate habitat conditions or restriction of public access to said land by the Cooperator during the Contract period may terminate, at the Department's election, all or a portion of this Contract.

7. Change in ownership of the Contracted land may terminate this Contract upon date of closing, provided the Cooperator advises the Department, in writing at least thirty (30) days in advance of the effective date of such change in ownership. Any prepaid contract payments unearned as a result of the change of ownership will be refunded by the Cooperator to the Department. The determination of the portion of unearned contract payments shall be based upon a proration of the contract period in effect prior to the change of ownership.

8. This Contract can be terminated at any time by either party upon thirty (30) days written notice. If this Contract is terminated for any reason, any prepaid contract payments deemed by the Department as unearned as a result of a termination will be refunded by the Cooperator to the Department. The determination of the portion of unearned contract payments shall be based upon a proration of the contract period in effect prior to the effective date of such termination.

9. This Contract may be amended at anytime upon written agreement by the Cooperator and the Department.

10. Failure of the Cooperator to comply with these Contract terms may, at the Department's election, be cause for Contract termination; such termination shall be in accordance with the notice and proration provisions of Paragraph 8 above.

11. The Cooperator attests by signature below that said Cooperator holds the right to grant access to the above shown land for the purpose of allowing public fishing.

12. The Cooperator understands the land will be periodically inspected by Department personnel for the purposes of monitoring anglers' conduct and to otherwise enforce all applicable laws of the state (for this latter purpose the Contracted area shall be deemed to be Department controlled land).

13. This writing and its attachments shall constitute the entire agreement between the parties. This Contract shall not be binding upon the Department until executed by the Assistant Secretary for Operations of the Department. The execution by the District Fisheries Biologist is intended to establish the local contact, who procured this Contract, and to whom questions or concerns or any other notices provided hereunder should be directed.

14. This Contract intended to be a license to give access to the Department and public and shall not be deemed a lease or any other instrument that would grant the Department a real property interest in, or title to, the Cooperator's property. The Cooperator, as a property owner, may assert immunity pursuant to K.S.A. 58-3201, et seq., for events arising from the access permitted by this Contract.

15. Cooperator agrees not to charge additional fees to anglers fishing from the shoreline or from a boat.

16. Cooperator agrees to document \$ 772.50 of operations and maintenance expenditures. If Cooperator documents operations and maintenance expenditures of more than \$ 772.50, extra consideration will be given for prioritization of the Department’s capital improvement grants.

17. Documentation of operations and maintenance expenditures, as identified in **Appendix 1**, must be submitted on Department Form CFAP-1, which shall be made available by the Department upon request, and signed by the Cooperator, or an authorized representative. The CFAP-1 form covering expenditures from January 1 to August 31 must be received by the Department no later than October 1 annually. The CFAP-1 form covering expenditures from September 1 to December 31 must be received by the Department no later than January 31 annually. In addition, the Cooperator must provide a written explanation of the expenditures submitted with each CFAP-1 form. Failure to submit reports may result in forfeiture of future lease payments and/or termination of this Contract.

18. This contract is funded in part under the CFR 15.605 U.S. Sportfish Restoration Act. The Cooperator, by signing, agrees to comply with all applicable state, federal, and local laws, regulations, ordinances, guidelines, and requirements pertaining to this program.

19. The Cooperator will comply with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Act of 2014. 2 C.F.R. 200.

20. Cooperator agrees that the Department, or its duly authorized representative, and governmental auditors shall have access for audit purposes to any and all books, documents, papers, and records that are pertinent to this Contract at any reasonable time during the Contract and retention period. Cooperator shall maintain financial records, supporting documents, and other records pertaining to all costs and expenditures incurred under this Contract for a period of three years following submission of the final expenditure report submitted in keeping with OMB A-133 and 43 CFR. If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records shall be retained until all litigation, claims, or audit findings have been resolved.

21. The Cooperator acknowledges and certifies that Cooperator is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency.

22. The provisions found in Contractual Provisions Attachment (for DA-146a), identified as **Attachment 1**, are hereby incorporated in this Contract.

23. The provisions found in the Office of Management and budget Standard Form 424b, “Assurances – Non-Construction Programs, identified as **Attachment 2**, are hereby incorporated into this Agreement.

24. The provisions of the DI-2010 form and the Standard Form LLL, "Disclosure of Lobbying Activities," shall be incorporated into this Contract and identified as **Attachment 3**.

25. Information concerning the Agreement shall be made available, upon request to any member of the public, unless otherwise excluded under the Kansas Open Records Act, K.S.A. 45-215, et seq.

26. This Contract shall supersede and replace any previous agreement entered into between the Department and the Cooperator.

\_\_\_\_\_  
Cooperator’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Fisheries Biologist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant Secretary for Operations

\_\_\_\_\_  
Date

**Attachment 1**



**CONTRACTUAL PROVISIONS ATTACHMENT**

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1<sup>st</sup> day of January, 2023.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

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

Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.





**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.</li> <li>2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.</li> <li>3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.</li> <li>4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.</li> <li>5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).</li> <li>6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation</li> </ol> | <p>Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.</p> <ol style="list-style-type: none"> <li>7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.</li> <li>8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</li> </ol> |
|---|--|

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

Standard Form 424B (Rev. 7-97) Back

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application _____ b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing _____ b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime      _____ Subawardee Tier _____, if Known:   <b>Congressional District, if known:</b>		<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:   <b>Congressional District, if known:</b>
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

**1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.**

**2. Identify the status of the covered Federal action.**

**3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.**

**4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.**

**5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.**

**6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.**

**7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.**

**8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."**

**9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.**

**10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.**

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

**11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.**

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

## Listing of eligible operations & maintenance activities

Fish feeders and feed	Fish habitat improvement
Mowing fishing access areas	Boat docks
Buoys for fish attractors	Signs
Fishing access trails	Water level management
Fishing access bridges	Public information
Restrooms for anglers	Shoreline trash pick-up
Boat ramps	
Fish cleaning stations	
Fishing piers	
Shoreline stabilization	
Local Government approved Indirect Cost Rate	

These expenses are for operations and maintenance activities only. Development projects are not eligible. Cooperators must use Department form CFAP-1 which must be signed by an authorized representative.

**JANUARY 23, 2023 -----ORDINANCE NO. 3790**

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:		
FUND		
100	GENERAL	\$ 122,223.77
200	WATER REVENUE	46,629.52
300	SEWAGE REVENUE	79,821.68
403	AIRPORT REVOLVING	18,120.00
405	SEWAGE REPLACEMENT	9,915.77
409	BOND & INTEREST #1	29,371.73
512	LIBRARY REVOLVING	9,726.35
600	SWIM POOL SALES TAX	135.00
707	KOESTER BLOCK MAINTENANCE	5,144.39
711	EMPLOYEE BENEFIT	30,803.30
715	TRANSIENT GUEST TAX	5,124.22
800	SALES TAX IMPROVEMENT	<u>38,721.20</u>
	TOTAL ORDINANCE	\$ 395,736.93



INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3790 1/23/23

Date: 01/19/2023

Time: 10:37 am

Page: 1

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ADVANCE INSURANCE COMPANY	997	LIFE INSURANCE PREMIUM-FEB	0	00/00/0000	307.22
				Vendor Total:	307.22
AFLAC-REMITTANCE PROCESS SE	528	INSURANCE PREMIUM JANUARY	0	00/00/0000	1,625.75
				Vendor Total:	1,625.75
AGLAND ELECTRIC MOTOR SERVI	858	SERVICE ALL LIFT STATION PUMPS 6 MONTH VISIT 10/13/23 + Repair spare pumps	0	00/00/0000	21,545.35
				Vendor Total:	21,545.35
AIRGAS USA, LLC	1948	ACETYLENE/OXYGEN 5 YEAR LEASE, TANK MAINTENANCE-CEMETERY	0	00/00/0000	439.32
				Vendor Total:	439.32
APPLIED CONCEPTS, INC.	1692	3 RADAR UNITS & ACCESSORIES #1006, 1007, & 1008	0	00/00/0000	9,612.00
				Vendor Total:	9,612.00
AQUA TAP	2555	3/4" CTS CORP ADAPTER-TAPPING MACHINE	0	00/00/0000	150.00
				Vendor Total:	150.00
BLUE CROSS BLUE SHIELD INSUR	0091	HEALTH INSURANCE PREMIUM-FEB + Dental	0	00/00/0000	34,846.30
				Vendor Total:	34,846.30
BLUE VALLEY DOOR CO, INC	1390	REPAIR BOTTOM PANEL&FLASHING WATER SHOP ROLL UP DOOR	0	00/00/0000	376.00
				Vendor Total:	376.00
BLUE VALLEY TECHNOLOGIES	1380	2 MOTION SENSORS INSTALLED EVIDENCE ROOM POLICE DEPT	0	00/00/0000	215.40
				Vendor Total:	215.40
BOND & INTEREST ACCOUNT #1	0066	TRANSFER WATER TOWER PROJECT	0	00/00/0000	13,250.00
				Vendor Total:	13,250.00
BOND & INTEREST ACCOUNT #1A	332	TRANSFER LAGOONS	0	00/00/0000	4,115.00
				Vendor Total:	4,115.00
BRUNA IMPLEMENT CO	0006	BRACKETS & MOUNTS-CAB FOR GRASSHOPPER 900D #5549	0	00/00/0000	104.38
				Vendor Total:	104.38
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	1,250.00
				Vendor Total:	1,250.00
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #665	49517	01/11/2023	50,450.14 H
				Vendor Total:	50,450.14
CITYCODE FINANCIAL LLC	2613	2022 ANNUAL FEE-CODE BOOK UPDATES	0	00/00/0000	1,250.00
				Vendor Total:	1,250.00
CNH CAPITAL	1783	REPAIR SWITCH ON HOT SAW	49523	01/17/2023	88.71 H
				Vendor Total:	88.71
COMMERCE BANK-COMMERCIAL (	2055	RADIATORS,JUMPER CABLES,SOLAR LIGHTS,MEALS,LODGING,ETC	49519	01/11/2023	1,989.43 H
				Vendor Total:	1,989.43
CROME LUMBER INC.	2235	PLYWOOD,REBAR,LUMBER,DECK BOARD,PKG WRAP,HANGER,ETC	0	00/00/0000	547.23
				Vendor Total:	547.23
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	15,978.79
				Vendor Total:	15,978.79
ESI	2683	RPR CLA-VALVES AT WATER PLANT & WELLS-PARTS & LABOR	0	00/00/0000	3,589.00
				Vendor Total:	3,589.00
EVANGELICAL U.C.C.	1619	RECYCLING OPERATIONS JANUARY	0	00/00/0000	150.00

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3790 1/23/23

Date: 01/19/2023

Time: 10:37 am

Page: 2

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>150.00</u>
EVERGY	1401	ELECTRICITY KOESTER APARTMENT 909 1/2 BROADWAY 12/9-1/12	0	00/00/0000	36.66
EVERGY	1401	ELECTRICITY 2101 CENTER-SWAG CHRISTMAS LIGHTS-FINAL	49518	01/11/2023	76.18 H
				Vendor Total:	<u>112.84</u>
FASTENAL	1894	BOLTS FOR STREET SWEEPER REPAIR #4004	0	00/00/0000	3.08
				Vendor Total:	<u>3.08</u>
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	3,337.00
				Vendor Total:	<u>3,337.00</u>
FIRST COMMERCE BANK	1541	SEWER VAC TRUCK LEASE PAYMENT	0	00/00/0000	43,211.45
				Vendor Total:	<u>43,211.45</u>
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	40,337.00
				Vendor Total:	<u>40,337.00</u>
HANOVER ELECTRIC, INC	0025	INSTALL CHARGE PNT, MUSEUM HEAT REPAIRS, EXHAUST FAN, & PUMP RPR	0	00/00/0000	10,863.80
				Vendor Total:	<u>10,863.80</u>
HOMETOWN LUMBER, INC.	987	WIRE BRUSH, SWITCH, PLUG-IN, MOLE POISON, ETC	0	00/00/0000	82.96
				Vendor Total:	<u>82.96</u>
IRON HORSE TRAINING & FITNESS	2821	EMPLOYEE MEMBERSHIPS	0	00/00/0000	137.00
				Vendor Total:	<u>137.00</u>
JEREMY HENDERSON	2749	JANITORIAL SERVICE CITY HALL NOVEMBER & DECEMBER	0	00/00/0000	450.00
				Vendor Total:	<u>450.00</u>
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS <i>+ optional Group Life</i>	0	00/00/0000	11,169.63
				Vendor Total:	<u>11,169.63</u>
KACM	3050	2023 MEMBERSHIP DUES-ST JOHN	0	00/00/0000	100.00
				Vendor Total:	<u>100.00</u>
KA-COM, INC.	2030	RADIOS, ACCESSORIES INSTALLED 1006, 1007, & 1008-JAG GRANT 2023 <i>+ replace siren speaker #1000</i>	0	00/00/0000	18,022.24
				Vendor Total:	<u>18,022.24</u>
KANSAS DEPT OF HEALTH & ENVI	689	TOWER REHAB/WATERLINE PROJECT LOAN PAYMENT PJT-2734	0	00/00/0000	16,234.23
				Vendor Total:	<u>16,234.23</u>
KANSAS DEPT OF HEALTH	0151	LAB SERVICES-4TH QTR 2022 COLILERT DRINKING WATER	0	00/00/0000	132.00
				Vendor Total:	<u>132.00</u>
KANSAS MUNICIPAL UTILITIES INC	0548	MEMBERSHIP FEES 2023	0	00/00/0000	1,242.00
				Vendor Total:	<u>1,242.00</u>
KANSAS ONE-CALL SYSTEM, INC	838	LOCATES DECEMBER (38)	0	00/00/0000	45.60
				Vendor Total:	<u>45.60</u>
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER MS20DM000070	0	00/00/0000	363.69
				Vendor Total:	<u>363.69</u>
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE DECEMBER	0	00/00/0000	927.33
				Vendor Total:	<u>927.33</u>
KANSAS STATE TREASURER (WIR	0094	INT-WATER TOWER REFUND BONDS 2015 0194040815358	0	00/00/0000	13,137.50
				Vendor Total:	<u>13,137.50</u>

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3790 1/23/23

Date: 01/19/2023

Time: 10:37 am

Page: 3

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
KANSAS WATER FEE	1423	WATER PROTECT/CLEAN DRINK FEES 4TH QTR 2022	0	00/00/0000	1,368.40
				Vendor Total:	1,368.40
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	2,978.28
				Vendor Total:	2,978.28
KRAMER OIL CO., INC	0035	GASOLINE, DIESEL, & PROPANE	49520	01/11/2023	4,235.04 H
				Vendor Total:	4,235.04
STEVEN ALLEN KRAUSHAAR	0974	COURT APPOINTED SERVICES TRISTEN GILLESPIE	0	00/00/0000	100.00
				Vendor Total:	100.00
KS EMPLOYMENT SECURITY FUNI	0105	CONTRIBUTIONS 4TH QTR 2022	0	00/00/0000	484.42
				Vendor Total:	484.42
LANDOLL COMPANY LLC	0093	ANGLE IRON & METAL FOR #6606	0	00/00/0000	165.13
				Vendor Total:	165.13
LEFTY'S AUTO REPAIR	1202	OIL CHANGES & AIR FILTER #1000 & #1001	0	00/00/0000	158.12
				Vendor Total:	158.12
LINK MEDIA OUTDOOR	2786	BILLBOARD RENT HWY 24-JANUARY	0	00/00/0000	200.00
				Vendor Total:	200.00
MARSHALL CO ARTS COOPERATI	1926	GRANT FOR "FAIRYTALES ON ICE" APPROVED 1/9/23	0	00/00/0000	3,000.00
				Vendor Total:	3,000.00
MARYSVILLE ADVOCATE	0017	ZONE AMEND 5TH/MAY&1348 PX HWY ORD 1915,&AD POOL HELP WANTED	0	00/00/0000	346.88
				Vendor Total:	346.88
MARYSVILLE CHAMBER & MAIN S	0013	MEMBERSHIP DUES 2023	0	00/00/0000	450.00
				Vendor Total:	450.00
MARYSVILLE FIRE DEPARTMENT	1345	FIREMENS CONTRIBUTIONS-DEC	0	00/00/0000	220.00
				Vendor Total:	220.00
MARYSVILLE HEALTH & FITNESS	1738	EMPLOYEE MEMBERSHIPS	0	00/00/0000	126.00
				Vendor Total:	126.00
MILEAGE & MEAL REIMBURSEMEN	2428	REIMBURSE MILEAGE-332 MILES EA DAY CARE MEETINGS 1/11 & 1/16 (Lucas Neece)	0	00/00/0000	434.92
				Vendor Total:	434.92
MOTOROLA SOLUTIONS	2885	3 DASH CAMERA SYSTEMS #1006, 1007, & 1008	0	00/00/0000	18,645.00
				Vendor Total:	18,645.00
NEMAHA MARSHALL R E C	1044	STREET LIGHTS, WELLS, & LIFT STATIONS + billboard	49521	01/13/2023	1,935.05 H
				Vendor Total:	1,935.05
NETWORK COMPUTER SOLUTION	2223	TECH SUPPORT-RPL U PS,SET UP LAPTOP,PRINTER SET,&AV EX-PD	0	00/00/0000	752.05
				Vendor Total:	752.05
NPG NEWSPAPERS, INC	2726	US HWY 36 PUBLICATION AD SHARE W/ CHAMBER & MUSEUMS	0	00/00/0000	1,755.00
				Vendor Total:	1,755.00
OLSSON ASSOCIATES	1950	AIRPORT RUNWAY 16/34 RUNWAY REHAB 3-20-0053-015/016	0	00/00/0000	18,120.00
				Vendor Total:	18,120.00
PITNEY BOWES RESERVE ACCOU	2477	POSTAGE FOR METER	49522	01/13/2023	1,000.00 H
				Vendor Total:	1,000.00
PITNEY BOWES, INC	0838	POSTAGE METER RENT 11/10/22-2/9/23	0	00/00/0000	142.86
				Vendor Total:	142.86

**INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR**

ORD #3790 1/23/23

Date: 01/19/2023

Time: 10:37 am

Page: 4

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
PONY EXPRESS VETERINARY CLII	452	EUTHANIZE/BOARD CATS/DOGS	0	00/00/0000	<b>72.00</b>
				Vendor Total:	<b>72.00</b>
PRAIRIE FIRE COFFEE SYSTEMS	0229	COFFEE-POLICE DEPARTMENT	0	00/00/0000	<b>105.80</b>
				Vendor Total:	<b>105.80</b>
PREMIER GMC	2853	PROGRAM KEY & FOB #2007	0	00/00/0000	<b>363.47</b>
				Vendor Total:	<b>363.47</b>
SCHROLLER COLLISION CENTER	1373	TOWING CHARGE-CHEVY MALIBU SUICIDE CASE	0	00/00/0000	<b>85.00</b>
				Vendor Total:	<b>85.00</b>
SECURITY EQUIPMENT INC	2676	KOESTER MUSEUM MONITORING/SERV AGREEMENT 2/1/23-4/30/23	0	00/00/0000	<b>487.35</b>
				Vendor Total:	<b>487.35</b>
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	<b>4,185.00</b>
				Vendor Total:	<b>4,185.00</b>
STUDER TRUCK LINE, INC	1505	FREIGHT FOR HIGHWAY SALT 78.175 TON-3 LOADS	0	00/00/0000	<b>2,188.90</b>
				Vendor Total:	<b>2,188.90</b>
TEMPS DISPOSAL SERVICE INC	0012	TRASH SERVICE DECEMBER	0	00/00/0000	<b>432.00</b>
				Vendor Total:	<b>432.00</b>
TMHC SERVICES, INC.	1907	ALCOHOL/DRUG TESTING, ADMIN FEE	0	00/00/0000	<b>120.26</b>
				Vendor Total:	<b>120.26</b>
TRUCK COMPONENT SERVICES	2628	REPLACEMENT BELTS (2) #4004 STREET SWEEPER	0	00/00/0000	<b>3,004.63</b>
				Vendor Total:	<b>3,004.63</b>
UNITED PEST CONTROL, INC	712	PEST CONTROL-POLICE BI-MONTHLY	0	00/00/0000	<b>75.00</b>
				Vendor Total:	<b>75.00</b>
US 36 HIGHWAY ASSOCIATION, IN	2085	2023 ANNUAL DUES-SILVER MEMBERSHIP	0	00/00/0000	<b>100.00</b>
				Vendor Total:	<b>100.00</b>
MEGHAN K VORACEK	2720	COURT-LEGAL SERVICES 11/14/22-1/4/23	0	00/00/0000	<b>1,111.00</b>
				Vendor Total:	<b>1,111.00</b>
WATER UTILITY RESERVE FUND	1989	TRANSFER PER BUDGET	0	00/00/0000	<b>5,000.00</b>
				Vendor Total:	<b>5,000.00</b>
				Grand Total:	<b>395,736.93</b>
				Less Credit Memos:	<b>0.00</b>
				Net Total:	<b>395,736.93</b>
				Less Hand Check Total:	<b>59,774.55</b>
				Outstanding Invoice Total :	<b>335,962.38</b>
	<b>Total Invoices:</b>	<b>85</b>			

# City Administrator's Report

1/19/2022

**1/23/2022 Council Meeting**

## **1. Chip and Seal Rocks**

The plan for this year is to do another two runs of chip and seal in addition to the street replacements and other street maintenance. For chip and seal we will need to purchase 500 cubic yards of Haydite at \$75.50 a cubic yard. The total amount would be \$37,750.

**Pages: 30**

## **2. Skid Steer Tree Saw**

Include is a quote for the purchase of a tree saw attachment for the skid steer. The attachment would assist all crews in their tree maintenance issues, which includes at the brush dump, around the levy and around the lagoons. Currently, we are looking to purchase the fixed head design for \$10,000.

**Pages: 31-32**

# City of Marysville

## Street Dept

### Seal Chips and Current Oil price

I would like to request that once again we preorder our Seal chips. It takes approx. 245 Cubic yards of seal chips per Tanker Load of oil. So, with us Planning to do 2 tanker loads of oil this year, I would like to purchase 500 C.y. of Haydite (seal rock).

The current Price is

\$ 61.50 a Cubic Yard + a \$14.00 a C.Y. Delivery charge

75.50 a Cubic yard delivered

For a total around \$ 37,750.00

Note: There is usually a small overrun on chips as they fill the Last truck out for delivery.)

For information Purposes.

Seal oil is running at \$3.05 per gallon right now (Changes with Current oil prices)

Normally we average 5400 to 5800 gallons per tanker (Gallon amount changes each load depending on the gross weight of the truck & trailer hauling it



Configured with our  
**HIGH-SPEED** or **HIGH-TORQUE** Motor...  
 Our Family of Tree Saws are Designed for  
**XTRAORDINARY PERFORMANCE**



**ALSO AVAILABLE in a FIXED HEAD DESIGN!**



**DIMENSIONS**  
 (All XTS & XSS Models)

Width	Length	Height	Weight	Boom Length
53 in. (1346 mm)	79 in. (2007 mm)	83 in. (2108 mm)	1400 lb. (635 kg)	60 in. (1524 mm)

