

AGENDA
REGULAR MEETING
February 28, 2022
7:00 p.m.

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

1. APPROVAL OF MINUTES – Regular Meeting: February 14, 2022. Pages 02-06

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. Library Story Walk – MHS Kays & Mandy Cook | Page 07 |
| 2. Bonus for Convention & Tourism Director – Mandy Cook | Page 08 |
| 3. Black Squirrel Budget Proposal – Toby Carrig | Pages 09-10 |
| 4. Marysville Chamber/Main Street Lease Agreement –
Kate Tommer, Sarah Kessinger | Pages 11-14 |
| 5. 2 nd Agreement for Purchase & Delivery of 16 Fiberglass Squirrels | Pages 15-17 |
| 6. North 11 th Rd to North St Mill & Overlay Quote - Hall Bros | Pages 18-19 |
| 7. Nebraska Snow Equipment Snowplow Estimate | Pages 20-21 |
| 8. Bids for 47 Acres of Crop Land at Municipal Airport | Page 22 |
| 9. Bids for 62 Acres of Hay at Municipal Airport | Page 23 |
| 10. Bids for Levee Mowing | Page 24 |
| 11. Flush Tanks Proposal | Pages 25-27 |
| 12. ADA Ramps Proposal | Pages 28-31 |

4. NOTICES AND HEARINGS

5. CONSENT AGENDA

- | | |
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| 1. Convention & Tourism Funds Request | Page 32 |
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6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3767 Pages 33-37

7. STAFF REPORTS

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| 1. Water/Wastewater | |
| a. Sewer Truck Report & Possible Options | Page 38-39 |
| 2. Parks / Cemetery | |
| a. Bagger Mower Quotes | Pages 40-53 |

8. STANDING COMMITTEE REPORTS

- | | |
|-------------------------------------|---------|
| 1. Street | |
| 2. Water & Wastewater Treatment | |
| 3. Parks & Recreation | |
| a. Tennis Court Improvement Project | Page 54 |
| 4. Cemetery & Airport | |
| 5. Police & Fire | |
| 6. Administration & Finance | |

9. APPOINTMENTS & WAGE DETERMINATION

10. CITY ATTORNEY/EXECUTIVE SESSION

- | | |
|-------------------------------------|---------|
| 1. Memorandum Tennis Courts Project | Page 55 |
|-------------------------------------|---------|

11. ROUNDTABLE DISCUSSION

ADJOURNMENT

Regular Meeting
City Hall, Marysville, Kansas-February 14, 2022

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

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

The minutes from the January 24th regular meeting were presented for approval. CM Throm moved, CM Price seconded to approve the minutes as presented. Motion carried by 7-0 voice vote.

PUBLIC COMMENTS:

BUSINESS AND DISCUSSION ITEMS:

1. **AIRPORT BUILDING REHABILITATION.** At the City Staff request Inline Construction presented a proposal to install guttering and downspouts on the Airport Building to divert water from the doors. The proposal also included painting the ceiling and walls, painting the interior and exterior doors, and adding new weather stripping to the outside doors. Inline will remove the base trim so a new epoxy floor can be installed. CM Frye moved to approve the bid with Inline Construction for \$5,825.40 for improvements to the Airport Building, CM Throm seconded. Motion carried unanimously.
2. **SEWER TRUCK LEASE PURCHASE.** The amortization schedule and the lease purchase agreement with First Commerce Bank was presented. The interest rate is fixed at 2.82% on the \$400,000 purchase price. The first payment will be July 28, 2022, and the final payment is due January 28, 2027. Early payoff is allowed. CM Throm moved to approve Resolution 2022-01 accepting the lease purchase agreement with First Commerce Bank, CM Behrens seconded. Motion carried unanimously.
3. **OVERLAY QUOTE NORTH 11TH ROAD.** Hall Brothers submitted a proposal for \$160,657.50 to edge mill and overlay 11th Road north from Highway 36 to North Street. The City is planning to install new water service lines along this road. The Council asked for a timeline for the water project so it can be completed before the road is overlaid. The Council also asked for Hall Brothers to get a quote for painting the stripes and pedestrian lane. Council tabled the road until more information could be gathered for the next Council Meeting.
4. **OVERLAY QUOTE NORTH 16TH STREET.** Hall Brothers submitted a proposal for \$99,740.75 to edge mill and overlay N 16th Street from North Street to Jayhawk Road. CM Throm moved to approve the proposal for \$99,740.75 to overlay N 16th Street, CM Beikman seconded. Motion carried unanimously.
5. **CITY HALL SERVER.** Quotes from Networks Plus and Network Computer Solutions were presented to purchase a server for City Hall. CC Holle said the difference in the quotes were mostly if the City purchased the QNAP backup system outright or paying a third party a monthly charge for the service. CM Behrens said the office staff has developed a working relationship with Network Computer Solutions so it should be a smooth transition to purchase the server from NCS. CM Behrens moved to purchase the server from Network Computer Solutions for \$15,742.22, CM Throm seconded. Motion carried 6-1 with CM Beikman voting no.

6. **POLICE DEPARTMENT SERVER.** Quotes from Networks Plus and Network Computer Solutions for a new server at the Police Department were presented. CC Holle reported CA St. John would recommend both servers (the City Hall and the Police Department) be purchased from the same company to simplify the process. CM Behrens moved to purchase the server for the Police Department from Network Computer Solutions for \$14,306.25, CM Throm seconded. Motion carried 6-1 with CM Beikman voting no.
7. **ICE MACHINE AT NEW FIRE STATION.** A quote from Latta Plumbing was presented for a water-cooled ice machine for \$5,475.00 including freight. A reverse osmosis with tank was also quoted at \$280.00 each for two 5-gallon systems or \$480.58 for an 18-gallon system. After Council discussion they decided to move the ice machine from Fire Station #2 to the new fire station and possibly purchase the larger reverse osmosis system. CM Price will contact Latta Plumbing about moving the ice machine.
8. **FIRE STATION APPROVAL.** Thaniel Monaco Vice President of BG Consultants presented a memorandum to credit the City for a portion of Change Order #8 a bottle filler water fountain \$683.00. Also Change Order #6 fire truck fill lines that were sized incorrectly \$6,065.00. CM Throm moved to accept the offer from BG Consultants to credit the City a total of \$6,748.00, CM Frye seconded. Motion carried unanimously. CM Throm moved to accept the Fire Station at 405 N 20th Street and pay the remaining invoices. CM Beikman seconded. Motion carried unanimously.
9. **TRAFFIC SIGNAL UPGRADE.** Phillips Southern Electric Co. submitted a proposal to repair the traffic signals at 8th and Center and 10th and Center. This proposal for \$39,000.00 will replace the electronics in the existing traffic signals. Phillips Southern Electric Co. also submitted a proposal for \$129,430.00 to upgrade the traffic signals with video detections and crosswalk push buttons. The upgrades will be performed on existing poles, arms, underground conduits, etc. It may take up to 180 days for material. CM Throm moved to accept the proposal for \$129,430.00 from Phillips Southern Electric Co. to upgrade the traffic signals with video at 8th and Center and 10th and Center, CM Behrens seconded. Motion carried 5-2 with CM Keating and CM Beikman voting no. This project will be paid from Sales Tax.
10. **USD 364 REQUEST TENNIS COURT REPLACEMENT.** Pam Dankenbring School Board President requested the City build 8 tennis courts in the City Park where there are presently 6 courts in disrepair. USD 364 will not invest any funds in the project, but they do pay rent for the 4 months they use the courts for the tennis teams. Pam said Chad and Joy Kramer has generously offered to pay \$350,000.00 toward the project which is estimated at \$700,000 for the top surface of post stress concrete on the courts with lights and fencing. The Kramer's would like the project for at least 6 courts to be completed by August 2022. The base under the tennis courts would need to be assessed and repaired as well as removal of the existing surface at an additional cost. If 8 courts are built the train, depot, sod house and little red schoolhouse would also need to be removed at additional cost. An ad hoc committee was set up to further discuss this process. The committee will consist of Pam Dankenbring, Darren Schroeder, Chad & Joy Kramer, and the City's Park & Recreation Committee consisting of Parker Price, Keith Beikman, and Kyle Goracke.

NOTICES AND HEARINGS:

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

1. Alcohol Consumption-Sarah Hormann, February 26, 2022, at Lee Dam Art Center.
2. DELPHI Drawdown #7 final airport payment.
3. City Clerk's Report for January showed \$61,359.50 collected in receipts with a like amount being deposited with the City Treasurer.
4. Cash balances in funds as of January 31, 2022, were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through January 2022 showed unadjusted accumulated revenues in the General Fund of \$984,565 or 38% of budget; Water Revenue Fund, \$64,659 or 7% of budget, Sewer Revenue Fund, \$461,483 or 60% of budget. Unadjusted statement of expenditures in the General Fund totaled \$126,436 or 4% of budget, Water Revenue Fund, \$46,087 or 3% of budget, and Sewer Revenue Fund, \$29,057 or 3% of budget.
5. Municipal Judge's Report for January showed \$2,830.43 being deposited with the City Treasurer and \$164.50 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

APPROPRIATIONS ORDINANCE NO. 3766

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$203,967.25; Water Revenue Fund, \$36,159.55; Sewage Revenue Fund, \$47,524.64; Street & Highway Fund, \$45,237.60; Bond & Interest Acct #1A, \$24,689.78; Library Revolving Fund, \$18,292.20; Library, \$120,578.55; Library Employee Benefits, \$24,435.58; Swim Pool Sales Tax \$220,437.41; Koester Block Maintenance, \$393.14; Employee Benefits, \$16,173.36; Transient Guest Tax, \$6,921.49; Sales Tax Improvements, \$27,966.52; making a total of \$792,777.07.
2. An appropriations ordinance was introduced and considered to honor claims against the funds of the City as audited by the Finance Committee. CM Frye moved, CM Throm seconded to approve the appropriations ordinance totaling \$792,777.07.
3. Motion to approve the appropriations ordinance carried by 7-0 roll call vote. City Clerk Holle assigned Ordinance No. 3766.

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.

WATER DEPARTMENT:

1. **PICKUP AND TOOLBOX PURCHASE.** The Water Department is budgeted to purchase a new pickup for the department. Unfortunately, in October of 2021 the major companies stopped fleet orders for 2022. Any new fleet order would be for 2023. WS Bargman built a retail truck online and Premier GMC, Beatrice, NE quoted \$45,500 (Chevy); Nemaha Valley Motors, Seneca, KS quoted \$52,340 (Dodge) and Honeyman Ford, Seneca, KS quoted \$47,058 (Ford) for retail models of ¾ ton pickups. Truck #2568 will be surplus. After council discussion, CM Throm moved to purchase a Chevy ¾ ton pickup from Premier GMC for \$45,500, CM Behrens seconded. Motion carried 5-2 with CM Keating and CM Beikman voting no. A toolbox for the bed of the pickup was also presented. The Council agreed to allow the department to purchase a truck bed toolbox with roll out drawers. If the toolboxes are more than \$5,000, the request will be brought back to Council.

STREET DEPARTMENT:

1. **BOBCAT PLANER PURCHASE.** The Street Department presented a quote for a Bobcat Planer with a fast cut drum and a smooth cut drum from KanEquip. CM Price moved to purchase the planer with a smooth cut all-purpose drum and an extra set of teeth for \$25,134.05, CM Frye seconded. Motion carried 5-1-1 with CM Keating voting no and CM Beikman abstaining (he works for KanEquip). CM Beikman reported the planer will work on most skid steers but not the Gehl.
2. **SNOWBLADE PURCHASE.** Quotes were presented for a Western Pro straight blade from Nebraska Snow Equipment for \$5,852.02; a Western MVP 3 v-pow from Nebraska Snow Equipment for \$6,946.38 and a Boss DXT v-pow from Ty's Outdoor Power & Service for \$11,052.50. After discussion the Council indicated, they would like to purchase the v-pow from Nebraska Snow Equipment with some additional upgrades and asked staff to get an updated quote for the v-pow from Nebraska Snow Equipment. The new quote will be presented at the next council meeting.

STANDING COMMITTEE REPORTS:

STREET:

1. **ALLEY 10TH TO 11TH ON ALSTON.** CM Throm said there were some large holes in the alley.
2. **GUTTER BY BOY SCOUT CABIN.** CM Beikman reported the gutter in front of the Boy Scout Cabin had collected a large amount of sand so the water could not flow properly.

WATER & WASTEWATER:

1. **RECEIVED CDBG GRANT FOR LAGOON PROJECT.** Mayor Barnes said the City has received the CDBG grant for \$600,000 toward the lagoon project.

PARKS & RECREATION:

1. **BALLFIELDS.** CM Beikman said Marshall County Sports and Recreation would like to meet with the Parks and Recreation Committee at Lakeview Complex to discuss the needs at the ball fields. The council agreed to have a meeting arranged.

CEMETERY & AIRPORT:

1. **AIRPORT HANGARS.** CC Holle said the hangar leases will be mailed out as the Council previously approved. There will be a letter included with the leases to the hangar owners with airplanes stored in their hangars that the rent was paid by the Cooksey Trust.
2. **AIRPORT GROUND RENT.** CM Beikman asked when the hay ground and farm ground bids are due. CC Holle said the details are on the City website. There are 62 acres of hay ground and 47 acres of farm ground. This is bid as cash rent per acre each bid in a separate sealed envelope. The bids are due February 23 at noon and will be presented at the Council meeting on February 28.

POLICE & FIRE:

ADMINISTRATION & FINANCE:

APPOINTMENTS:

CITY ATTORNEY:

EXECUTIVE SESSION:

At 8:47 p.m. CM Price moved to recess in executive session to discuss personnel matters of non-elected personnel, discussion on specific personnel matters, not general personnel policies, exception KSA 75-4319 (b) (1). This session will include the Mayor and the City Council. The open meeting will resume in the city council chamber at 9:05 p.m. CM Behrens seconded. Motion carried 7-0. At 9:05 p.m. council reconvened. Mayor Barnes reported no action was taken during the executive session and the regular session was continuing.

ROUND TABLE DISCUSSION:

1. **HAPPY VALENTINE'S DAY.** CM Frye wished everyone a Happy Valentine's Day.
2. **GORACKE BABY.** CM Goracke said their baby boy will be born February 24 if not before.

There being no further business, at 9:06 p.m. CM Frye moved to adjourn, CM Keating seconded. Motion carried unanimously.

Cindy Holle
City Clerk

2/14/2022

To the Honorable Mayor Barnes and Marysville City Council Members:

The Marysville Kansas Association for Youth (KAY) Club has an opportunity. Through Blue Cross Blue Shield of Kansas, the KAY Club has a chance to receive a grant for an exciting addition to Marysville. We would like to partner with the Marysville Public Library to place a permanent storywalk through the Marysville City Park. Since the library has had other storywalks in the park, we feel it will be a perfect combination for our groups to collaborate on this project.

We would like to come speak with you on Monday, February 28 to procure your approval to start working on the application for the grant. We have not yet fully researched this project; our first step in the grant process is a letter of intent, due on March 1.

Basic information we will cover at the meeting will include:

- Grant Overview and Timing
- Location
- Storywalk Display
- Installation
- Upkeep

We are excited to speak with you.

Sincerely,
The MHS KAY Board
McKenzie Box
Ian Cook
Noah Halbert
Elena Kramer
Rose Latta
Ariona Miller
and
Mandy Cook, MHS KAY Sponsor, and Director of the Marysville Public Library

Convention and Tourism Committee

Request for Funds

Date 2/10/2022

Event:

A \$1000 bonus for Convention & Tourism Director Toby Carrig.

Fund use:

The Marysville Convention & Tourism committee is very appreciative of the work Director Carrig has done during the first six months. The Pony Express Historic Museum and Barn board gave Carrig a \$1000 bonus at the end of the year; the C&T committee would like to match that.

Date(s) of Event: immediately

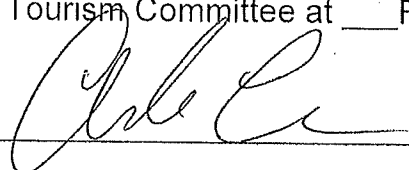
Amount of Request: \$1000

Previous approved amount: n/a and fund use: Salary

Sponsor(s) of Event:

Director Toby Carrig

Recommended by majority vote of Convention and Tourism Committee at February 9,
2022 meeting.



Chairperson or Co-chairperson

BLACK SQUIRREL PROPOSAL

For Marketing, Merchandise and More

The Black Squirrel Committee considered several advertising proposals for television, radio, print and digital from a variety of markets in Kansas and Nebraska in order to promote the 50th anniversary of the designation as Black Squirrel City, especially activities planned in October.

At this time, we are seeking \$7,500 in funds for marketing along with \$3,800 for merchandise (which will be offset by projected sales of \$6,300) and \$2,000 for miscellaneous logistics, such as portable restrooms, sound system rental, etc.

We were diligent in securing quotes from several media outlets to try to figure out the best value for the dollar in reaching people who may travel to Marysville or need to be informed of the events we have taking place.

It is hard to predict the amount of free publicity we will receive from this celebration. The Marysville Advocate already has published items about the various events and activities at no cost and surely will continue to do so. KSNT television from Topeka posted on its website this week a story about the voting for the favorite Black Squirrel statues, and others have inquired about setting up interviews. The more we are able to get the word out, the more likely we are to receive free publicity on a large scale.

Below is what the committee would recommend for advertising and marketing at this time:

WIBW (Topeka)\$3,000
WIBW, which has helped Marysville with event promotion in the past, is offering 40 on-air commercials, with additional commercials on the MeTV syndicated channel, plus 200,000 display ads on the website.	
Additionally, half the money will be used for Over-The-Top (OTT) commercials, which air to those watching streaming services and can be targeted by ZIP code and demographics.	
We also would likely have two in-studio or Zoom interview opportunities about the celebration.	
Kansas Tourism.\$490
Includes two featured Facebook posts (\$70), two Instagram packages (\$70), two featured blogs (free), event listing (free), two email marketing newsletters (\$100), a Travel Center showcase (\$100) and a sponsorship location at a travel center (\$150)	
TravelKS.com website	\$750 (not to exceed)
Rates range from \$175 to \$200 per month for featured event listing up to two months before the event. Mobile banner with a click-through to the website also is \$175 per month.	
Kansas! Magazine\$685
Quarter page ad in July or September edition.	
Marysville Advocate	\$1,658 (not to exceed)
Two half-page ads (\$604 apiece) to promote big final event; three smaller ads (\$150 apiece) to promote potential events earlier in the year.	
Social media/discretionary.\$917
Mostly to be used to boost Facebook posts but also can be used for potential last-minute advertising opportunities.	

<i>TOTAL MARKETING</i>	<i>\$7,500</i>
<i>MERCHANDISE</i>	<i>\$3,800</i>
<p>For 400 single-sided shirts through Idntiteez, we have a quote of \$3,800. If 50 of those shirts are used as promotional items, 350 shirts can be sold at \$18 (\$6,300) or \$20 (\$7,000), so there would be profit that can help offset the bottom line of this proposal.</p>	
<i>LOGISTICS</i>	<i>\$2,000</i>
<p>Sound system for musical groups, portable restroom rentals</p>	
<i>TOTAL</i>	<i>\$13,300</i>
<i>Revenue from sale of t-shirts</i>	<i>-\$6,300</i>
<i>TOTAL EXPENSE PROJECTED</i>	<i>\$7,000</i>

Approval of some or all of this package would allow us to order t-shirts to have on hand for sale and promotions for Mother’s Day Market and possibly Museum Day.

Also, the October event itself is still in the planning phases. I think it’s completely appropriate for the City Council to ask for updates throughout the year on the celebration’s progress before actually any of the funds are spent. There also is potential for the October 22 celebration to have unique experiences throughout the day worthy of attracting a good crowd.

Thank you for your consideration in this matter.

Toby Carrig
Marysville KS tourism director
On behalf of the Black Squirrel Committee

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into on this ___ day of February, 2022, by and between the CITY OF MARYSVILLE, KANSAS, a municipal corporation, hereinafter referred to as "LESSOR," and Marysville Chamber & Main Street Program, Inc., a Kansas for-profit and a not-for-profit organization, hereinafter referred to as Marysville Chamber & Main Street, hereinafter referred to as "LESSEE."

WITNESSETH:

1. **LEASED PREMISES.** That for the consideration upon the terms, conditions, and provisions hereinafter set out, Lessor hereby lets and leases to the Lessee and Lessee hereby rents from Lessor, the following described premises in Marysville, Marshall County, Kansas, to wit:

Lots Two (2) and Three (3) in Block 21 of Marysville Proper, now incorporated into the City of Marysville, Marshall County, Kansas less the West 30.75 feet of Lot 3 in Block 21 of Marysville Proper, now incorporated into the City of Marysville, Marshall County, Kansas (commonly known as Former Marysville Police Department Building at 617 Broadway Street, Marysville, Kansas 66508)

Subject to existing easements, rights-of way, and restrictions both visible and of record, including without limitation the following easement granted to CES Group, the right of egress and ingress in and upon a tract of real estate described as:

A tract of land located in Lot 3 in Block 21 of Marysville Proper, now incorporated into the City of Marysville, Marshall County, Kansas and being more fully described as follows: STARTING at the SW corner of said Lot 3, THENCE South 89°47'35" East along the South line of said Lot 3 for 30.75 feet to the POINT OF BEGINNING; THENCE continuing South 89°47'35" East along said South line for 12.00 feet; THENCE North 00°12'42" West for 20.00 feet; THENCE North 89°47'35" West for 12.00 feet; THENCE South 00°12'42" East for 20.00 feet to the POINT OF BEGINNING. Containing 240.00 square feet.

2. **LEASE TERM.** This lease shall commence on the ___ day of January, 2022, and shall continue for a term of five (5) years, terminating on the thirty-first (31st) day of December, 2026. Unless terminated as provided herein, the Lessee shall have the option to extend this Lease by an additional term of five (5) years on the same terms provided herein so long as it has abided by the terms and conditions of this Lease, is not currently in default hereunder and the Lessor agrees to continue the lease. Lessee shall provide written notice to Lessor of its intention to extend during the last six (6) months of the primary term or any extensions thereof, as the case may be.

3. **RENT.** Lessee agrees to pay as rental for said leased premises \$1.00 per year, due on the ___ day of _____. All rent payments shall be delivered or mailed to Lessor at Marysville City Hall, 209 N. 8th Street, Marysville, Kansas 66508.

4. **USE OF PREMISES.** Lessee shall comply with all the sanitary laws, zoning ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease. Lessee covenants and agrees to use the building for office and meeting room purposes and not to conduct any business contrary to the laws, ordinances, and regulations promulgated by appropriate governmental authorities nor to use the property in any manner which would increase the insurance rates or taxes of Lessor. In addition, the Lessee may use the rear parking lot for its employees and customers, subject to the easement granted to CES Group for right of ingress and egress, as described above in paragraph 1. Lessee shall not block access to said easement or impede the use of said easement. Finally, Lessee agrees to allow public access to the bathroom facilities during regular business hours and during times of public or community events.

5. **ASSIGNMENT AND SUBLETTING.** Any assignment of this lease or subletting of the premises, or any portion thereof, may not be made by Lessee without first obtaining in writing the consent of Lessor.

6. **CONDITION OF PREMISES.** Lessee shall at all times keep the premises, the rear parking area, the building thereon, and all appurtenances in a clean, safe and healthy condition, according to the applicable statutes, city ordinances, and the direction or regulations of the proper public authorities. Lessee shall be responsible for snow removal.

7. **PAYMENT OF TAXES.** Lessee covenants and agrees to pay all taxes levied on the realty and improvements situated thereon by any municipal, county or state taxing authority and to cause the same to be paid prior to their being in default, if the property becomes subject to ad valorem taxation (property taxes). The property is presently exempt from property taxes and it is not anticipated that the lease on the terms stated herein will result in the taxation of the subject premises. Lessee assumes all risks regarding property taxes.

8. **UTILITIES.** The Lessor will pay for electricity and water/sewer. Lessee shall pay the remaining cost of utilities on the leased premises.

9. **INSPECTION OF PREMISES.** Lessor, its agent or legal representative, may at all reasonable hours enter into the leased premises for the purpose of examining the condition thereof, to make repairs to the building when necessary, and insure the terms of conditions of this lease are being observed by the Lessee.

10. **INSURANCE.** Lessee shall be responsible for fire and all other risks generally covered by an extended coverage insurance on all personal property Lessee moves onto the premises, and any casualty insurance desired by Lessee, all at the expense of Lessee. Lessor, in the case of fire, is under no obligation to replace any of Lessee's property or to replace the structures contained on the above described real estate.

11. **RENTERS INSURANCE.** At all times, Lessee occupies the premise, Lessee shall,

at Lessee's sole cost, carry and maintain comprehensive general liability insurance insuring the Lessee against claims for injury, wrongful death or property damage occurring on the rented premises with minimum policy limits of \$100,000 per person and \$300,000 per occurrence. Lessee shall provide Lessor a written copy of said insurance upon request.

12. **TENANTABLE CONDITION.** Lessor shall keep said premises in a good and tenantable condition, and shall equip and maintain all entrances, stairways, passageways, and exits so that the same at all times will be in a safe condition, for the use of all patrons and employees of Lessee and other persons and so that all persons will have safe passage to, from and about said building and said leased premises.

13. **PROPERTY OF LESSEE.** Any personal property placed or installed on or in said premises by the Lessee shall be and remain the property of Lessee, and at any time may be removed from the premises by the Lessee, as Lessee's sole and separate property, if the same can be done without damage to the premises. Fixtures placed on said premises shall remain and become the property of the Lessor.

14. **STRUCTURAL MAINTENANCE AND INTERIOR MAINTENANCE.** Structural maintenance of the premises will be the responsibility of Lessor, to include exterior building repairs and heating, air conditioning, plumbing and electrical systems. Lessor shall supply rock when needed to maintain the rear parking lot. Nonstructural maintenance of the building, such as interior painting, wallpapering, and flooring shall be the responsibility of the Lessee with the exception of the front hall and two public restrooms which will be responsibility of Lessor

15. **REMODELING AND RENOVATION.** Lessee, at its own expense, may remodel the interior of the premises as it sees fit; however, any major renovation of the interior is subject to the approval of the Lessor **and expenses negotiated for the type of project.** Lessee, after proper application and approval by the City, may install an awning. At the termination of the lease, such alterations or additions shall become the property of the Lessor unless the Lessor requires Lessee to remove the same or to repair any damage occasioned by such removal, all at the expense of Lessee. **Any improvements to the entry hallway and two public restrooms would be at the expense of the Lessor as this is a public access area maintained by the Lessor.**

16. **SIGNS.** Lessee shall have the right to erect and maintain ordinary and customary signs that first must be approved by the Lessor prior to being erected or installed.

17. **REMEDIES.** In the event Lessee shall fail or neglect to pay any installment of rent when due (See #3), and such default continues for ten (10) days after written notice thereof is given by Lessor to Lessee, or in the event Lessee shall fail or neglect to perform or observe any covenant or condition (other than the covenant to pay rent) herein contained on Lessee's part to be performed or observed for thirty (30) days after written notice thereof being given by Lessor to Lessee, this lease shall be forfeited at the election of Lessor, without further notice to Lessee or any other person.

a. Any notice required or permitted to be given hereunder shall be given in writing and may be given by personal service or by certified or registered mail with the United

States Postal Service addressed to the Lessee at 617 Broadway Street, Marysville, Kansas 66508. Notices to the Lessor shall be addressed to the City Clerk, City of Marysville, 209 N. 8th Street, Marysville, Kansas 66508. The addresses given for service of notice to the other. Service of notice may also be accomplished by delivery to the person of Lessee or to the City Clerk.

b. The waiver of either party of any breach of terms hereof on the part of the other party shall not be deemed waiver of the right of such party subsequently to require compliance with, and to enforce, any other breach of the terms hereof.

18. **BINDING ON SUCCESSORS.** The covenants and agreements herein contained shall run with the land and the premises hereby leased, and shall be binding upon the Lessor, Lessee and their respective successors, assigns and legal representatives,

19. **ENTIRE AGREEMENT.** The terms and provisions contained herein are the entire agreement of the parties and supersede any previous communications, representation, or agreements, verbal or written, between the parties. All amendments or modifications shall be done in writing, executed in the same manner.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

LESSOR:

CITY OF MARYSVILLE

By: _____

Jason Barnes, Mayor

LESSEE:

Marysville Chamber & Main Street

By: _____

Sarah Kessinger, President

ATTEST:

Cindy Holle

City Clerk

**AGREEMENT FOR PURCHASE AND DELIVERY OF
BLACK SQUIRRELS**

The Agreement is entered into this ____ day of February, 2022, by and between Patrick Keough d/b/a America’s Fiberglass Animals, hereinafter referred to as “Keough,” and the City of Marysville, Kansas, a Kansas municipality, and the Marysville Convention and Tourism Committee, a standing committee of the City of Marysville, Kansas, hereinafter referred to collectively as “MCTC.”

WHEREAS, MCTC desires to have sixteen (16) fiberglass black squirrels produced and delivered to Marysville, Kansas under a certain timeframe, hereinafter referred to as the “Project”; and,

WHEREAS, Keough operates a company capable of performing the work necessary to complete the Project.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

SECTION 1 – SCOPE OF DUTIES TO BE PROVIDED

1.1 Term. MCTC agrees to hire Keough, at will, for a term commencing on the date of execution of this Contract continuing until terminated or until work is completed in accordance with Section 3 of this agreement. All services to be performed must be completed in a timely manner. The product delivery dates are an important factor in the consideration paid by MCTC.

1.2 Duties. Keough agrees to render all work, labor, and equipment to complete Project. Keough agrees to devote all necessary time and attention (reasonable periods of illness excepted) to the performance of the work in accordance with the plans and specifications referenced above. A black squirrel is not to be considered completed until it has met the agreed upon specifications between Keough and MCTC.

SECTION 2 – COMPENSATION

2.1 Compensation. In consideration of all services and work to be rendered by Keough to MCTC, MCTC shall pay to Keough the sum of: _____ or \$_____.00 per black squirrel. Keough will be paid in the following installments:

- (i) *\$1,200.00 due upon delivery of the first completed black squirrel on _____, 2022;*
- (ii) *\$____ due upon delivery of completed black squirrels #X - #X on _____, 2022;*
- (iii) *\$____.00 due upon delivery of completed black squirrels # _____ #16 on June 15, 2022.*

Total Consideration to be paid: _____.

SECTION 3 – COMMENCEMENT DATE AND TERMINATION

3.1 Contract Duration. The contract term is from the date of the Contract’s execution until June 15, 2022, the last date of delivery of black squirrels.

Time is of the essence of this Contract and its provisions and the City will suffer a loss/damage if the work is not completed within the times specified in Section 2. Such loss/damage is difficult to ascertain and the parties agree that a liquidated damages clause is appropriate.

In the event Keough has not delivered each black squirrel by the latest allowable delivery date Keough shall pay MCTC \$100.00 per day for every day beyond the latest allowable delivery date. The total liquidated damages for late delivery of squirrels are not to exceed ten percent (10%) of the total compensation price (\$_____).

3.2 Termination. This Agreement may be terminated by MCTC immediately, for cause, if the work performed under this agreement is not to the satisfaction of MCTC. This Agreement also may be terminated at any time upon the mutual written agreement of the MCTC and Keough. If this agreement is terminated, Keough will be paid for any work that was done up to that time.

3.3 Delays. Neither the MCTC nor the Keough shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party, including, but not limited to, unusually severe weather conditions, floods, tornadoes, earthquakes, fires, and epidemics; wars, riots and other civil disturbances; strikes, lockouts, and other labor disturbances; or judicial restraint. Should such a circumstance occur, the non-performing party shall, within a reasonable time, give the other party written notice describing the circumstances and the anticipated date to resume performance of the Contract. If Keough’s performance is delayed due to delays caused by the MCTC, Keough shall have no claim against the MTC for damages or payment adjustment other than an extension of time to perform the services.

SECTION 4 - MISCELLANEOUS PROVISIONS

4.1 Governing Law. This Contract shall be governed and construed in accordance with the laws of the State of Kansas.

4.2 Venue and Jurisdiction. The parties agree any legal action arising out of this Contract shall be filed solely in the Marshall County, Kansas, District Court or the U.S. District Court of Kansas, as appropriate.

4.3 Entire Contract. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals or Agreements. Unless otherwise provided in this Contract, any amendment to this Contract shall be in writing and shall be signed by the Keough and MCTC and attached hereto.

4.4 Severability. If any part, term or provision of this Contract, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms and provisions shall remain in full force and effect.

4.5 Waiver. The failure of either party to require performance of this Contract shall not affect such party's right to enforce the same. A waiver by either party of any provision or breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

4.6 Assignment. Nothing in this Agreement shall be construed to give any rights or benefits to any party other than the Keough and MCTC. Keough shall not assign any interest in this Agreement without the MCTC's prior written consent. If Keough assigns an interest in this Agreement without the Keough's prior written consent, such assignment shall be void, and MCTC may immediately terminate or suspend this Agreement.

4.7 Successors and Assigns. Subject to Paragraph 4.5, this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

4.8 Third Parties. The Services to be performed by Keough are intended solely for the benefit of the City of Marysville and MCTC. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

4.9 Amendment. Any changes in terms of the scope of the work or compensation must be agreed to in writing.

Witness our Signatures on this ____ day of _____, 2022.

**Patrick Keough (Keough)
d/b/a America's Fiberglass Animals**

City of Marysville, Kansas

Patrick Keough

By: _____
Jason Barnes, Mayor

**Marysville Convention and Tourism Committee
(MCTC)**

Attest:

By: _____
Mandy Cook, Chairman

Lucinda Holle, City Clerk

Proposal

February 7, 2022

To: City of Marysville

Re: 11th Rd, US 36 to North Street

ITEM	QTY		Unit Price	Amount
Mobilization	1	LS	\$ 875.00	\$ 875.00
Edge Mill	1,040	LF	\$ 9.00	\$ 9,360.00
HMA Patching	32	TONS	\$ 350.00	\$ 11,200.00
3/4" Leveling Course & 1.5" Overlay	9,770	SY	\$ 14.25	\$ 139,222.50
			Total	\$ 160,657.50

Quantities are approximate. Payment to be made on quantities actually constructed. Prices include all labor, materials, and insurance required to construct the items of work. Let us know if a pavement marking price is needed and we will obtain one. Pricing good for 30 days.

Exclusions:

Tax

Bond

Testing

Pavement Marking

Patching

Raising or lowering of manholes, water valves, etc.

Anything not specifically listed.

We appreciate the opportunity to quote you on this job and look forward to working with you.

Hall Brothers, Inc.

Accepted



Rob Roudybush, P.E.

Vice President-Operations, Cell: 785-562-8745

Proposal

February 22, 2022

To: City of Marysville

Re: 11th Rd & North Street Pavement Marking

ITEM	QTY	Unit Price	Amount
Mobilization	1 LS	\$ 3,100.00	\$ 3,100.00
11th Rd Pavement Marking (KDOT Paint)	1 LS	\$ 6,745.00	\$ 6,745.00
North St Pavement Marking (KDOT Paint)	1 LS	\$ 7,180.00	\$ 7,180.00
		Total	\$ 17,025.00

ITEM	QTY	Unit Price	Amount
Mobilization	1 LS	\$ 3,100.00	\$ 3,100.00
11th Rd Pavement Marking (Thermoplastic)	1 LS	\$ 13,480.00	\$ 13,480.00
North St Pavement Marking (Thermoplastic)	1 LS	\$ 15,960.00	\$ 15,960.00
		Total	\$ 32,540.00

Mobilization pricing is for one mobilization. If additional mobilizations are needed, they will be billed at the above price. Permanent markings will be installed when final surface is complete. Prices do not cover same day striping. Pricing good for 30 days.

Exclusions:

Tax

Bond

Removal of existing markings

Not responsible for markings if placed after October 31st or before April 1st

Anything not specifically listed.

We appreciate the opportunity to quote you on this job and look forward to working with you.

Hall Brothers, Inc.

Accepted



Rob Roudybush, P.E.

Vice President-Operations, Cell: 785-562-8745

City of Marysville

Street Department

We would prefer to go with the carbide blade kit instead of the high wear shoe kit. The shoes do not work well on our brick streets. We run carbide backer blades on all our snowplows as it extends the life out significantly. Price is \$1145.00

On the blade removal we will remove what we can as we will need to redo the wiring to the Sand spreader that is tied into same wiring. \$500.00 may be cheaper depending on what we remove.

The Led light kit is an exchange, so it is 425.20 more than the Halogen kit. For a total of \$848.20

The deflector kit is \$554.00

For an ad on of 2624.20 – 262.42 10% discount = \$2361.78

For a total of approx. \$9308.16

Nebraska Snow Equipment

7480 North 56th Street
 Suite 6
 Lincoln, NE 68504

Estimate

DATE	ESTIMATE NO.
1/20/2022	1265

NAME / ADDRESS
City of Marysville Kansas 209 North 8th Street Marysville, KS 66508

PROJECT

QTY	ITEM	DESCRIPTION	COST	TOTAL
		Estimate for Professional installation of NEW CURRENT MODEL WESTERN 10' - 6" MVP3 V-PLOW on a 2017 FORD F-550 SUPER DUTY.		
1	74499	BLADE ASSY -10-1/2' MVP3 MS	4,521.00	4,521.00T
1	31270	MOUNT KIT FORD SUPERDUTY	632.00	632.00T
1	74500-4	BB ASSY MVP3 10-1/2' UT2	4,721.00	4,721.00T
1	72530	LIGHT KIT, HALOGEN, COMPLETE	423.00	423.00T
1	73973	PLUG IN HARNESS KIT	243.00	243.00T
1	69826-2	ADAPTER KIT, RELAY	54.00	54.00T
1	29760	MODULE 3 PORT - SOFT START	0.00	0.00T
1	35500	CONTROL, PLOW, HANDHELD WP	469.00	469.00T
1	Installation	Labor to install snow equipment	500.00	500.00T
		Subtotal		11,563.00
	Municipal Discount	Discount to Municipal Purchaser	-10.00%	-1,156.30
	Discount	Discount - sale of complete snow equipment.	-3,460.32	-3,460.32
		ADDITION OPTIONS:		
1	Removal	Labor to remove existing snow plow:	500.00	500.00T
1	72525	LIGHT KIT, LED, COMPLETE	425.20	425.20T
1	86871	HIGH WEAR SHOE KIT	340.00	340.00T
1	86875	DEFLECTOR KIT WP - 18"	554.00	554.00T
1	86897	CARBIDE CE KIT 10.5'	1,145.00	1,145.00T
		Subtotal		2,964.20
	Municipal Discount	Discount to Municipal Purchaser	-10.00%	-296.42
		Sales Tax	0.00%	0.00
TOTAL				\$9,614.16

Thank you for the opportunity to prepare this Estimate! The prices quoted in our Estimate are valid for sixty days, and cover standard labor and/or materials. Additional parts and labor may result in additional charges.

SIGNATURE _____

47 ACRES AIRPORT FARM GROUND BIDS

THREE YEAR 2022-2024

PER ACRE

Matthew & JoEllen Fincham	\$	185.00
Dennis Martin & Keaton Grauer	\$	161.10
Keith Holle	\$	160.00
Kendall Peeks	\$	151.50
Kevin Kirkland	\$	151.00
Zach Schotte	\$	142.56
Ryan Friedrichs	\$	136.51
Chad Crome	\$	126.00

The last 3 years the City received \$128.00 per acre
Recommendation to accept the high bid \$185.00 per acre.

62 ACRES AIRPORT HAY GROUND BIDS

THREE YEAR 2022-2024

PER ACRE

Steve Blumer	\$	71.00
Keith Holle	\$	65.00
Ryan Friedrichs	\$	64.52
Kendall Peeks	\$	62.50
Obermeyer Farms	\$	61.51
Dennis Martin & Keaton Grauer	\$	61.10
Zach Schotte	\$	60.51
Chad Crome	\$	59.59
Adam Pralle	\$	55.08

The last 3 years the City received \$51.51 per acre
Recommendation to accept the high bid \$71.00 per acre.

LEVEE MOWING BIDS

THREE YEAR 2022-2024 PER YEAR

Kendall Peeks	\$ 10,500.00
Vince Lawn Service	\$ 11,500.00
Steve Blumer	\$ 12,500.00
Ron Schwindamann	\$ 12,600.00

The last 3 years the City paid \$12,088.00

Recommendation to accept the low bid \$10,500.

February 9, 2018

City of Marysville
Attn: Austin St. John – City Administrator
209 N 8th St.
Marysville, KS 66508

RE: Flush Tank Replacement/Cleanout
Civil Engineering Services (CES Proposal #22-3010)

Dear Austin:

This letter is a proposal for **CES Group Inc.**, hereafter referred to as ENGINEER to provide professional design services to the **City of Marysville, KS**, hereafter referred to as OWNER, for the above referenced project, hereafter referred to as the PROJECT. The PROJECT generally consists of the Design Survey, Preliminary Engineering, Engineering Design, Bidding and Construction Phase Services to replace six (6) flush tanks and nine (9) cleanouts with new manholes. (Flush Tanks: NE-38, NW-30A, NE-62, NE-21, NW-62A, NW-51A. Clean Out: NE-38D, NE-38E, NE-41, NE-42, NE-156, NE-25, NE-157, NE-134, & NE-130). CES proposes to perform the Scope of Services as outlined below.

SCOPE OF SERVICES

1.0-Civil Engineering Services

- 1.1 Construction Documents - Provide full plans and specifications for construction of the sanitary sewer improvements to be used for bidding and construction of the project. Topographic survey data will be collected at each site to estimated manhole depths and potential conflicts. The plans shall identify extent of project and details construction means and methods.
- 1.2 Bidding Services – Assist CLIENT with seeking bids for construction of the proposed project and selecting a contractor to complete the work. Services include preparing contract documents, advertise for bids, provide contract documents to potential bidders, answer bidder's questions, issue addendums, attend bid opening, review bids and make recommendations. Upon selection of contractor, final project manuals will be prepared for all parties.

Fee: CES will provide the above described services for the lump sum fee of \$18,690

2.0-Additional Civil Engineering Services

- 2.1 Limited Construction Administration – Provide assistance to CLIENT during construction through the following services:
 - Review shop drawings.
 - Answer questions during construction.

Fee: CES will provide the above-described services on an hourly basis and at the request of the City's representative.

ASSUMPTIONS AND EXCLUSION

The following assumptions and exclusions have been identified in the preparation of this proposal.

- A. CLIENT will provide access to the project site and identify all known utilities and service lines.
- B. CLIENT will assist with the location of service lines for all houses along the proposed project.
- C. CLIENT will provide timely review of preliminary drawings and final drawings.
- D. Construction staking is not provided under this agreement.
- E. Full Time construction inspection is not included as a part of this proposal but can be added by a negotiated hourly rate by addendum to this agreement.

TIME OF PERFORMANCE

It is our understanding that the City would like to have construction completed by the end of 2022.

AUTHORIZATION

If the Scope of work and proposed fee are acceptable, please sign the attached Proposal Acceptance Sheet and return it to us. This quote and the attached General Provisions will serve as the contract and notice to proceed. Note that this proposal is valid for a period of 30 days, or as mutually agreed by both parties.

Thank you for considering CES to provide professional engineering services on this PROJECT. Should you have any questions, please contact us at (785) 562-5148. Returned receipt of an executed copy of this letter will serve as the contract and notice to proceed.

Sincerely,
CES Group, Inc.

Rob Peschel
President

PROPOSAL ACCEPTANCE:

City of Marysville – Flush Tanks
Proposal for Engineering Services

<p>AGREED TO, THIS _____ DAY OF _____, 2022.</p> <p>BY (please print): _____</p> <p>TITLE: _____</p> <p>SIGNATURE: _____</p> <p>ATTEST: _____</p>
--

ATTACHMENT A

CES GROUP – GENERAL PROVISION

Access to Site: Unless otherwise stated, the Client shall grant or secure the legal right for CES to access the site for activities necessary for the performance of the services. CES will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage. The client shall also grant CES access to city maps and records which are pertinent to the project.

Additional Services: If services are requested in addition to the scope of services, CES will invoice for such services at their published hourly billing rates. CES shall not commence work on additional services without prior written approval from the Client.

Billings and Payment: CES shall be responsible for submitting invoices to the client at the times specified in the contract. If not specified in the contract/agreement, CES shall invoice for services rendered on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, CES may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all the account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Project Budget: The Client shall agree that project estimates furnished by CES for items including, but not limited to, land acquisition, repairs or modifications to existing facilities, new construction or services provided by others, are not a guarantee of the actual costs that will be incurred. CES agrees to exercise a standard measure of care in the preparation of cost estimates. The Client shall, in writing advise CES immediately upon receipt of cost estimate information if budgetary limitations appear to preclude implementation of the project as proposed.

Costs of Permits: Review fees and other direct expenses related to the cost of obtaining permits from governmental or regulatory entities shall be borne by the Client and are not included as a part of CES's fee unless stated otherwise within the Agreement.

Bidding Costs: Costs of advertising, printing of bidding documents, and other direct expenses related to bidding shall be borne by the Client and may be billed as a direct expense by CES. If CES determines a non-refundable purchase price of bidding documents

paid by bidders and receives the proceeds thereof, the Client shall be exempt from said printings costs.

Dispute Resolution: Causes of action between the parties of this Agreement pertaining to acts, or failures to act, shall be deemed to have accrued and the applicable statutes of limitations shall begin to run not later than the date of Substantial Completion. Any claims or disputes made during design, construction or post-construction between the Client and CES shall be submitted to non-binding mediation. Client and CES agree to include a similar mediation agreement with all contractors, subcontractors, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Client and CES, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, CES's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the Agreement from any cause or causes, shall not exceed the sum of fees covered in the agreement in which these provisions cover. Such causes include, but are not limited to, CES's negligent acts, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services: The client may terminate this contract at any time by giving at least ten (10) days notice, in writing to CES. If the contract is terminated by the Client as provided herein, CES will be paid for the time provided and expenses incurred up to the termination date. CES will provide to the client a detailed breakdown on all time and expenses.

Fee Adjustment: If protracted delays occur in the project for reasons beyond CES's control, CES may, at its option, negotiate with the Client an adjustment in compensation for services yet to be provided. The adjustment shall be derived from the impact of said delays due to factors including, but not limited to, changes in price indices and pay scales applicable to the period when services are rendered.

Hazardous Materials: If any hazardous materials are discovered by anyone on or about the project site, or it becomes known that such materials may be present at or adjacent to the project site, the existence of which may affect the performance of services under this Agreement, CES shall have the option, and without any liability, to suspend the performance of its services until the Client or the Client's contractors remove such hazardous material and certify that the project site is in complete compliance with all applicable laws and regulations.

February 9, 2022

City of Marysville
Attn: Austin St. John
209 N 8th St.
Marysville, KS 66508

RE: ADA Ramp Design
Proposal for Engineering Services (CES Proposal #22-3015)

Dear Austin:

This letter is a proposal for **CES Group Inc.**, hereafter referred to as ENGINEER to provide professional design services to the **City of Marysville, KS**, hereafter referred to as OWNER, for the above referenced project, hereafter referred to as the PROJECT. The PROJECT generally consists of the development of construction documents for the installation of new ADA ramps in various locations in town where curb ramps do not exist. A list of anticipated ramp locations are listed in Attachment A. CES proposes to perform the Scope of Services as outlined below.

SCOPE OF SERVICES

1.0-Civil Engineering Services

- 1.1 Construction Documents - Provide full plans and specifications for construction of the proposed ADA ramps to be used for bidding and construction of the project. Topographic survey data will be collected at each site to identify elevation changes and site features. A preliminary design will be completed at each site to meet ADA standards. Preliminary designs will be reviewed with CLIENT. Upon approval of each site, final plans will be developed. CLIENT will be responsible for identifying project sites.

Fee: CES will provide the above described services for a base fee of \$1,460 plus \$210 per site. A "site" is defined as one quadrant of an intersection which may contain 1 or 2 ramps.

ASSUMPTIONS AND EXCLUSION

The following assumptions and exclusions have been identified in the preparation of this proposal.

- A. CLIENT will provide timely review of preliminary drawings and final drawings.
- B. Contract documents and bidding services will be provided by the CLIENT.
- C. It is intended that each site will attempt to meet ADA requirement, however it is an understanding by the OWNER that due to site conditions and project scope/budget that not all sites will be able to meet full ADA requirements completely.

TIME OF PERFORMANCE

It is our understanding that the City would like to have construction completed by the end of 2022.

AUTHORIZATION

If the Scope of work and proposed fee are acceptable, please sign the attached Proposal Acceptance Sheet and return it to us. This quote and the attached General Provisions will serve as the contract and notice to proceed. Note that this proposal is valid for a period of 30 days, or as mutually agreed by both parties.

Thank you for considering CES to provide professional engineering services on this PROJECT. Should you have any questions, please contact us at (785) 562-5148. Returned receipt of an executed copy of this letter will serve as the contract and notice to proceed.

Sincerely,
CES Group P.A.



Rob Peschel
President

.....

PROPOSAL ACCEPTANCE:

City of Marysville
Proposal for Engineering Services

<p>AGREED TO, THIS _____ DAY OF _____, 2022.</p> <p>BY (please print): _____</p> <p>TITLE: _____</p> <p>SIGNATURE: _____</p> <p>ATTEST: _____</p>
--

ATTACHMENT A

ADA project list 2022

8 th Alston	North West Corner	1
	South West corner	2
	North East corner	1
	South East corner	2
6 th Alston	North East Corner	1
	South East Corner	2
	North West Corner	2
5 th Alston	South East corner	2
	North West corner	2
4 th Alston	South East corner	2
3 rd Alston	South East corner	2
	North West corner	1
	South West corner	1
2 nd Alston	North East corner	1
	North West corner	2
	South West corner	2

ATTACHMENT B

CES GROUP – GENERAL PROVISIONS

Access to Site: Unless otherwise stated, the Client shall grant or secure the legal right for CES to access the site for activities necessary for the performance of the services. CES will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage. The client shall also grant CES access to city maps and records which are pertinent to the project.

Additional Services: If services are requested in addition to the scope of services, CES will invoice for such services at their published hourly billing rates. CES shall not commence work on additional services without prior written approval from the Client.

Billings and Payment: CES shall be responsible for submitting invoices to the client at the times specified in the contract. If not specified in the contract/agreement, CES shall invoice for services rendered on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, CES may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all the account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Project Budget: The Client shall agree that project estimates furnished by CES for items including, but not limited to, land acquisition, repairs or modifications to existing facilities, new construction or services provided by others, are not a guarantee of the actual costs that will be incurred. CES agrees to exercise a standard measure of care in the preparation of cost estimates. The Client shall, in writing advise CES immediately upon receipt of cost estimate information if budgetary limitations appear to preclude implementation of the project as proposed.

Costs of Permits: Review fees and other direct expenses related to the cost of obtaining permits from governmental or regulatory entities shall be borne by the Client and are not included as a part of CES's fee unless stated otherwise within the Agreement.

Bidding Costs: Costs of advertising, printing of bidding documents, and other direct expenses related to bidding shall be borne by the Client and may be billed as a direct expense by CES. If CES determines a non-refundable purchase price of bidding documents paid by bidders and receives the proceeds thereof, the Client shall be exempt from said printings costs.

Dispute Resolution: Causes of action between the parties of this Agreement pertaining to acts, or failures to act, shall be deemed to have accrued and the applicable statutes of limitations shall begin to run not later than the date of Substantial Completion. Any claims or disputes made during design, construction or post-construction between the Client and CES shall be submitted to non-binding mediation. Client and CES agree to include a similar mediation agreement with all contractors, subcontractors, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Client and CES, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, CES's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the Agreement from any cause or causes, shall not exceed the sum of fees covered in the agreement in which these provisions cover. Such causes include, but are not limited to, CES's negligent acts, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services: The client may terminate this contract at any time by giving at least ten (10) days notice, in writing to CES. If the contract is terminated by the Client as provided herein, CES will be paid for the time provided and expenses incurred up to the termination date. CES will provide to the client a detailed breakdown on all time and expenses.

Fee Adjustment: If protracted delays occur in the project for reasons beyond CES's control, CES may, at its option, negotiate with the Client an adjustment in compensation for services yet to be provided. The adjustment shall be derived from the impact of said delays due to factors including, but not limited to, changes in price indices and pay scales applicable to the period when services are rendered.

Hazardous Materials: If any hazardous materials are discovered by anyone on or about the project site, or it becomes known that such materials may be present at or adjacent to the project site, the existence of which may affect the performance of services under this Agreement, CES shall have the option, and without any liability, to suspend the performance of its services until the Client or the Client's contractors remove such hazardous material and certify that the project site is in complete compliance with all applicable laws and regulations.

CONVENTION AND TOURISM

DATE	EVENT	FUND USE	AMT	PREV. AMT	COMMENTS
2/10/2022	Travel Guide Listings	advertise-Koester House Museum	\$640.00	\$ 240.00	Each listing is \$80
		Historic Trails Park, Park Campground			last year MDCDC paid some of these listings
		Pony Statue & Life Tile Murals			
		Black Squirrels on Parade, Bark Park			
		Blue River Rail Trail			
2/10/2022	Travel Kansas Magazine	ad including 9 businesses	\$2,000.00	\$ 2,000.00	\$1575 will be reimbursed by businesses
2/10/2022	Google & Office Supplies	office supplies for 1 year	\$ 1,000.00	\$ 1,000.00	website, email address & office supplies
2/10/2022	Local Media Advertising	Printing ads in Local Media	\$1,750.00	\$ 750.00	
2/10/2022	State & Local Tourism Dues	Memberships to TIAK & US HWY 36	\$ 750.00	\$ 750.00	shared memberships with MDCDC last year
			\$6,140.00		

FEBRUARY 28, 2022 -----ORDINANCE NO. 3767

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:

FUND		
100	GENERAL	\$ 70,381.06
200	WATER REVENUE	45,034.46
300	SEWAGE REVENUE	24,107.62
400	STREET & HIGHWAY	33.99
403	AIRPORT REVOLVING	50,954.26
405	SEWAGE REPLACEMENT	18,007.25
411	SPECIAL IMPROVEMENT	4,000.00
512	LIBRARY REVOLVING	6,725.50
707	KOESTER BLOCK MAINTENANCE	32.38
711	EMPLOYEE BENEFIT	30,733.15
715	TRANSIENT GUEST TAX	381.42
800	SALES TAX IMPROVEMENT	<u>30,870.76</u>
	TOTAL ORDINANCE	\$ 281,261.85

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3767 2/28/22

Date: 02/24/2022

Time: 9:47 am

Page: 1

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
A.H.R.S. CONSTRUCTION CO., INC	0938	AIRPORT RD&PARKING LOT PROJECT WORK 11/27/21-12/22/21	0	00/00/0000	32,803.10
				Vendor Total:	32,803.10
ACKERMAN LOCK & KEY	523	3 DUPLICATE KEYS-OLD POLICE STATION	0	00/00/0000	10.05
				Vendor Total:	10.05
AFLAC-REMITTANCE PROCESS SE	528	INSURANCE PREMIUM-FEBRUARY	0	00/00/0000	1,290.46
				Vendor Total:	1,290.46
AGLAND ELECTRIC MOTOR SERVI	858	NEW PUMP-PS #3 & INSTALLATION APPROVED 11/22/21	0	00/00/0000	18,007.25
				Vendor Total:	18,007.25
ALL HANDS FIRE EQUIPMENT	2822	4" STANDARD FACESHIELDS W/ WING PROTECTORS (5)	0	00/00/0000	381.19
				Vendor Total:	381.19
AMERICAN WATER WORKS ASSO	2182	2022 MEMBERSHIP DUES-KENT BARGMAN 5/1/22-4/30/23	0	00/00/0000	216.00
				Vendor Total:	216.00
BARDAVON	2669	POET PRE-EMPLOYMENT TESTING PEYTON ESCALANTE	0	00/00/0000	75.00
				Vendor Total:	75.00
BLUE CROSS BLUE SHIELD INSUR	0091	HEALTH INSURANCE PREMIUM MARCH <i>+Dental</i>	0	00/00/0000	33,759.04
				Vendor Total:	33,759.04
BOLTON & MC NISH LLC	1688	LEGAL SERVICES-JANUARY	0	00/00/0000	477.75
				Vendor Total:	477.75
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	REAR WHEEL & TIRE-GRASSHOPPER 930D #5545	0	00/00/0000	98.34
				Vendor Total:	98.34
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	1,000.00
				Vendor Total:	1,000.00
CENTURY BUSINESS SYSTEMS	2009	SAVIN COPIER POLICE DEPARTMENT ADDITIONAL COLOR COPIES-JAN. <i>+ Feb.</i>	0	00/00/0000	118.66
				Vendor Total:	118.66
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #641	47911	02/23/2022	44,957.12 H
				Vendor Total:	44,957.12
CORE & MAIN LP	2599	3/4" BALL METER VALVES (25) <i>+ meter fittings</i>	0	00/00/0000	3,692.26
				Vendor Total:	3,692.26
ECHO GROUP, INC	1629	MOD PLUGS, COVERS, PLATES, ETC	0	00/00/0000	38.14
				Vendor Total:	38.14
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	14,204.94
				Vendor Total:	14,204.94
EVANGELICAL U.C.C.	1619	RECYCLING OPERATION FEBRUARY	0	00/00/0000	150.00
				Vendor Total:	150.00
FERGUSON ENTERPRISES LLC #2	2761	FILTERS FOR BOTTLE FILLING STATIONS (4)	0	00/00/0000	357.61
				Vendor Total:	357.61
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	3,000.00
				Vendor Total:	3,000.00
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	37,496.00

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3767 2/28/22

Date: 02/24/2022

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>37,496.00</u>
GODFREY'S	2704	(6) FLEX FIT HATS & EMBROIDERY	0	00/00/0000	204.48
				Vendor Total:	<u>204.48</u>
HALL BROTHERS INC	0200	78.19 TON FILL SAND	0	00/00/0000	402.66
				Vendor Total:	<u>402.66</u>
HARD ROCK QUARRIES, LLC	2680	150.99 TON 3/4" CRUSHED ROCK	0	00/00/0000	2,604.58
				Vendor Total:	<u>2,604.58</u>
HAWKINS, INC	1493	CHLORINE-WATER PLANT	0	00/00/0000	765.38
				Vendor Total:	<u>765.38</u>
IDNTITEEZ	1957	VINYL STICKERS FOR HELMETS- FIRE CHIEF & DEPUTY CHIEF	0	00/00/0000	24.00
				Vendor Total:	<u>24.00</u>
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS	0	00/00/0000	9,040.22
				Vendor Total:	<u>9,040.22</u>
KANSAS DEPT OF HEALTH	0151	STORAGE TANK REG FEE-2022	0	00/00/0000	10.00
				Vendor Total:	<u>10.00</u>
KANSAS JUDICIAL COUNCIL	342	2021 KS MUNICIPAL COURT MANUAL SUPPLEMENT	0	00/00/0000	45.00
				Vendor Total:	<u>45.00</u>
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER MS21DM000017	0	00/00/0000	875.55
				Vendor Total:	<u>875.55</u>
KANSAS PEACE OFFICERS' ASSOCIATION	0474	2022 MEMBERSHIP DUES X10	0	00/00/0000	250.00
				Vendor Total:	<u>250.00</u>
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE-JANUARY	47912	02/23/2022	959.08 H
				Vendor Total:	<u>959.08</u>
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHELD	0	00/00/0000	2,504.95
				Vendor Total:	<u>2,504.95</u>
KRAMER OIL CO., INC	0035	GASOLINE, DIESEL, & OIL	47909	02/16/2022	6,127.24 H
				Vendor Total:	<u>6,127.24</u>
LANDOLL COMPANY LLC	0093	METAL FOR CHIP SPREADER & SIGN AT CEMETERY	0	00/00/0000	41.25
				Vendor Total:	<u>41.25</u>
LATTA PLUMBING, INC.	0079	BRASS NIPPLE, COUPLINGS, & COM COUPLINGS	0	00/00/0000	25.07
				Vendor Total:	<u>25.07</u>
LINK MEDIA OUTDOOR	2786	BILLBOARD RENT HWY 24-FEBRUARY	0	00/00/0000	190.00
				Vendor Total:	<u>190.00</u>
MARYSVILLE ADVOCATE	0017	ADS-UTV LICENSE RENEWAL & PET TAG RENEWAL & QRTLTY REPORT	0	00/00/0000	268.00
				Vendor Total:	<u>268.00</u>
MARYSVILLE FIRE DEPARTMENT	1345	FIREMENS CONTRIBUTIONS FEBRUARY	0	00/00/0000	230.00
				Vendor Total:	<u>230.00</u>
MUNICIPAL SUPPLY, INC	579	4" REPAIR CLAMPS (12) + Tube Sets	0	00/00/0000	2,299.81
				Vendor Total:	<u>2,299.81</u>
MURPHY TRACTOR & EQUIPMENT	2154	REPLACEMENT MIRROR FOR LOADER #4009	0	00/00/0000	503.93
				Vendor Total:	<u>503.93</u>
NEBRASKA CHILD SUPPORT PAYM	1399	WITHOLDING ORDER AR2EQ4LJX2CMK	0	00/00/0000	227.08
				Vendor Total:	<u>227.08</u>

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3767 2/28/22

Date: 02/24/2022

Time: 9:47 am

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
NEMAHA MARSHALL R E C	1044	ELECTRICITY-ST LIGHTS,WELLS,& LIFT STATIONS + <i>Bill board</i>	47910	02/16/2022	2,014.70 H
				Vendor Total:	<u>2,014.70</u>
NETWORK COMPUTER SOLUTION	2223	2 NEW COMPUTERS/INSTALLATION & RPR 3 COMPUTERS-UPDATE ISSUES + <i>monthly antivirus</i>	0	00/00/0000	3,162.11
				Vendor Total:	<u>3,162.11</u>
OLSSON ASSOCIATES	1950	AIRPORT ACCESS RD&PARKING LOT PJT 3-20-0053-012	0	00/00/0000	18,151.16
				Vendor Total:	<u>18,151.16</u>
PA TURNPIKE TOLL BY PLATE	2823	TOLL FEES-MATT SIMPSON FBINAA	0	00/00/0000	9.10
				Vendor Total:	<u>9.10</u>
PETTY CASH FUND (GENERAL)	0063	POSTAGE MAIL WATER SAMPLES & TITLE FOR #6606	0	00/00/0000	171.10
				Vendor Total:	<u>171.10</u>
PRAIRIE FIRE COFFEE SYSTEMS	0229	COFFEE-STREET & POLICE DEPT	0	00/00/0000	356.50
				Vendor Total:	<u>356.50</u>
QUILL CORPORATION	0132	USB DRIVES/CORD,PAPER,STAPLES, FOLDERS,SOAP,ETC	0	00/00/0000	590.44
				Vendor Total:	<u>590.44</u>
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	8,333.00
				Vendor Total:	<u>8,333.00</u>
TMHC SERVICES, INC.	1907	ALCOHOL/DRUG TESTING, ADMIN FEE	0	00/00/0000	172.75
				Vendor Total:	<u>172.75</u>
TRUCK REPAIR PLUS, INC.	1715	POSSIBLE EMC/SOFTWARE ISSUE #4011,BRUSH,POLE,CLEANER,ETC	0	00/00/0000	213.80
				Vendor Total:	<u>213.80</u>
MEGHAN K VORACEK	2720	COURT-LEGAL SERVICES 1/3/22-2/18/22	0	00/00/0000	1,991.00
				Vendor Total:	<u>1,991.00</u>
WATER UTILITY RESERVE FUND	1989	TRANSFER PER BUDGET	0	00/00/0000	5,000.00
				Vendor Total:	<u>5,000.00</u>
				Grand Total:	<u>277,261.85</u>
				Less Credit Memos:	<u>0.00</u>
				Net Total:	<u>277,261.85</u>
				Less Hand Check Total:	<u>54,058.14</u>
				Outstanding Invoice Total :	<u>223,203.71</u>
Total Invoices:	65				

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3767 2/28/22-GRANT

Date: 02/24/2022

Time: 9:41 am

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
EVERGY	1401	INSTALL NEW TRANSFORMER AT FELDHAUSEN FIELD-LIGHT PJT	0	00/00/0000	4,000.00
				Vendor Total:	4,000.00
				Grand Total:	4,000.00
				Less Credit Memos:	0.00
				Net Total:	4,000.00
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	4,000.00
	Total Invoices:	1			

Truck Damage Explanation

Mayor, City Council, City Administrator

RE: Sewer Truck Damage

On Thursday February 10th my crew was going to use the sewer truck to do some hydro excavating at a job site where there wasn't a lot of room for conventional digging. As soon as they arrived on the job site the power steering pump on the truck went out and shot oil all over the street. They contacted me while I was in Topeka with the Mayor and asked me if they should take it to get fixed and I told them yes it needs to be fixed. The truck was taken to Truck Repair Plus down in the Industrial Park.

In the process of delivering the truck to Truck Repair Plus the water was not drained from the system of the truck. This caused some major damage to the water system of the sewer truck due to freezing. I have since had the truck taken to the Elliott Equipment shop in Lincoln to be looked over and give us an estimate of the cost to repair the truck, this estimate will be included with this explanation.

We have been discussing several different options for how to proceed,

- 1) Repair the truck and still sell it if possible
- 2) Remove everything down to the chassis and see about selling it that way
- 3) Remove everything down to the chassis, put the proper hydraulics and a dump box on it for the Street Department
- 4) The City of Frankfort has talked to me about purchasing as is and they fix it

At the first council meeting in March, I will try to have more information on all these options along with some prices for each option

Kent D. Bargman
Supervisor
Water/Sewer Dept.



3100 West 76th Street
 Davenport, IA 52806
 Ph: 563-391-4840

Elliott Sanitation Equip. Co.
 1245 Dawes Avenue
 Lincoln, NE 68521
 Ph: 402-474-4840

Quote

Date	Quote #
2/18/2022	16781
Proposed Shipping Date	
Terms	
Net 30	
Rep	
MAV	

4000 SE Beisser Drive
 Grimes, IA 50111
 Ph: 515-986-4840
 Fx: 515-986-9530

14001 Botts Rd.
 Grandview, MO 64030
 Ph: 816-761-4840

4400 E 60th Ave
 Commerce City, CO 80022
 Ph: 303-853-4840

City of Marysville
 209 N 8th St
 Marysville, KS 66508

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control.

Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Quoted Prices are good for 60 days.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TERMS: Equipment is due on receipt. Carts, Containers, Parts & service are Net 30 unless otherwise noted on your account. Balances over 30 days from the date of invoice are subject to finance charges up to 1.5% per month.

Qty	Item	Description	Price	Total
1	S6000-01581	Myers D65-20 water pump, 2000psi	22,600.00	22,600.00T
36	Labor	Labor	165.00	5,940.00T
1	Miscellaneous Parts	All water plumbing to pump needs replaced	5,000.00	5,000.00T
1	S6000-01647	Rotary Elbow 1.25"	464.03	464.03T
1	S6000-00588	Regulator Relief Valve	2,470.64	2,470.64T
1	Freight	Shipping & Handling	500.00	500.00
		Estimate only.. This is only damaged that can be seen on extranal viewing. May be more plumbing replacement due to unseen damage.		
		Water pump is available now but if sold, 6-8 weeks to get from manufacturer		
		Could start repair 10-14 days		
		Customers Exempt From Sales Tax	0.00%	0.00

Total \$36,974.67

TO CONFIRM ORDER, SIGN AND RETURN

X _____

2022 Mower with powered bagger recommendation

I was recently informed that we have in the budget money to replace a mower this year. Our old Dixon bagger is what I recommend we replace. It is over 20 years old and has several thousand hours on it. I don't know the actual hours because the hour meter stopped working years ago.

For this mower we weren't looking at the top-of-the-line models since we would use it only to bag grass in the downtown areas and center circle at the cemetery (6-8 hours weekly). If the bagging unit was easily removable, we could possibly use it when we mow the cemetery stones as well. In order for us to get in the areas we bag it would need to have a 54-inch deck or smaller. Also, the powered bagging system is preferred over non powered to reduce the amount of clogging of grass in the tube. We would still prefer a commercial unit simply for the longevity of the mower.

Two of the commercial mowers (Hustler and ExMark) fit closer to our budget of \$8,000 and three residential mowers were under this budget (two from John Deere and one Badboy – Orschlen's). The Bobcat mower is comparable to the other two low end commercial mowers but was around \$10,600. The Grasshopper mower is also a commercial unit, but we are trying to stay away from front deck mowers because of maneuverability. They said a mid-mount Grasshopper would have to be ordered and would be several months. The front mount Grasshopper with bagger came in at \$14,500.

Another thing to consider is when we could get the mowers and baggers since ordering a new mower may take several months. The Hustler mower is available, and the bagger would be 4-6 weeks out. The ExMark mower and bagger are currently both available. Bobcat has a 3000 series mower at KanEquip, but we would have to order the 3500 commercial model.

One more thing to consider is service. Grasshopper, Bobcat, and John Deere mowers could be serviced for major issues in Marysville. Any bigger issues with the ExMark could be handled at Schusters in Beatrice. We can handle minor repairs and maintenance in the cemetery shop. I also talked to Bryce Hedke who opened the tire shop on water tower hill. He may service Hustler mowers and carry Hustler parts here in Marysville. He is meeting with the Hustler dealer in Waterville today (Feb. 18) and I will know more about this option next week.

With all of these things to consider I would choose a Hustler again. We would not be opposed to trying the ExMark mower but if we needed parts/service we would need to go to Beatrice. Both mowers appear to be very similar in build/quality and are also close in price. We would also consider a Bobcat 3500, but the price was over 20% higher than either of these models.

Blue Valley Trailers

225 S. East St Waterville, Ks 66548
P: (785) 363-2224 F: (785) 363-2229

Date 2/18/2022
Customer Name Marysville
Address

Phone Number
Cell Phone
Fax
e-mail

Comments:

	<u>Description</u>	<u>Price</u>
1	54" Fastrak Side Discharge	\$ 8,903.00
2	Kawasaki FT691 22HP engine	
3	Model #941732	
4	Government Discount	\$ (2,404.00)
5	2 Bag Catcher (942367)	\$ 1,799.00
6	Fastrak Catcher Does have blower on it	\$ (180.00)
7		
8		\$ 8,118.00
9		
10		
11		
12		
13		
14		
15	52" X-One Side Discharge	\$ 12,442.00
16	Kawasaki FX850 27HP Engine	
17	Model #940056	
18	Government Discount	\$ (3,360.00)
19	3 Bag Catcher (940825)	\$ 3,199.00
20	Catcher Adapter Kit 52" (126831)	\$ 549.00
21	Government Discount	\$ (863.00)
22		
23		\$ 11,967.00
24		
25		
26		

By signing below, I agree to purchasing the above trailer and all specifications and prices are correct.

Signature: _____ Date: _____



Prepared For

Marysville Cemetery
,

Prepared By

Carla Schuster
Schuster's Outdoor & RV Inc. (#430484)
210 S Reed St
Beatrice, NE 68310
(402) 228-3222
schustersoutdoor@windstream.net

Quote # 1004093

Quote Type Bid

Created On 2/16/2022

Equipment	CSP	Quote Price	Quantity	Extended Price
2022 Radius E-Series 24.5 HP* Exmark 708CC w/52" UltraCut Series 3 Deck (RAE708GEM52300)	\$6,499.00	\$6,499.00	1	\$6,499.00
KIT-COMPLETING 52 ENTRY (135-3912)	\$249.00	\$199.00	1	\$199.00
POWERED BAGGER - RADIUS (135-2604)	\$1,799.00	\$1,439.00	1	\$1,439.00

Notes

Equipment Total	\$8,137.00
Sales Tax (0.00%)	\$0.00
Total	\$8,137.00

*PRICES SUBJECT TO CHANGE.
PRICES SHOWN ARE IN USD.*

Quote Id: 26060927

Prepared For:
CITY OF MARYSVILLE



Prepared By: **Jeff Mach**

Landmark Implement, Inc.
21693 Us Hwy 77
Beatrice, NE 68310

Tel: 402-228-3478
Fax: 402-223-4102
Email: jeffmach@landmarkimp.com

Quote Summary

Prepared For:
 CITY OF MARYSVILLE
 209 N 8TH ST
 MARYSVILLE, KS 66508
 Business: 785-562-5331
 cityadm@bluevalley.net

Prepared By:
 Jeff Mach
 Landmark Implement, Inc.
 21693 Us Hwy 77
 Beatrice, NE 68310
 Phone: 402-228-3478
 jeffmach@landmarkimp.com

This Equipment was Delivered by Landmark Implement to the customers address

Quote Id: 26060927
Created On: 10 February 2022
Last Modified On: 10 February 2022
Expiration Date: 17 February 2022

This Equipment was picked up by the customer from the Landmark Location

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z545R ZTrak 25hp EFI with blower and bagger	\$ 8,380.77	\$ 6,747.23 X	1 =	\$ 6,747.23
JOHN DEERE Z735M ZTrak, 25hp carb,with blower and bagger	\$ 10,433.43	\$ 8,390.00 X	1 =	\$ 8,390.00
2022 JOHN DEERE Z920M ZTrak, 23.5hp carb, 48" deck		\$ 8,553.87 X	1 =	\$ 8,553.87
2022 JOHN DEERE Z920M ZTrak, 23.5hp carb, 54" deck	\$ 12,324.00	\$ 8,743.45 X	1 =	\$ 8,743.45
JOHN DEERE MCS 3-bag, 12 Bushel Material Collection System for Z920M	\$ 4,391.00	\$ 3,907.40 X	1 =	\$ 3,907.40
Equipment Total				\$ 36,341.95

Quote Summary

Equipment Total	\$ 36,341.95
SubTotal	\$ 36,341.95
Est. Service Agreement Tax	\$ 0.00
Total	\$ 36,341.95
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 36,341.95

Salesperson : X _____

Accepted By : X _____ 44

Quote Id: 26060927

Customer: CITY OF MARYSVILLE

JOHN DEERE Z545R ZTrak 25hp EFI with blower and bagger

Hours:
Suggested List
Stock Number:

\$ 8,380.77

Selling Price

\$ 6,747.23

Code	Description	Qty	Unit	Extended
5650GX	Z545R ZTrak	1	\$ 6,199.00	\$ 6,199.00
Standard Options - Per Unit				
001A	United States and Canada	1	\$ 0.00	\$ 0.00
1518	54 in. High Capacity Deck	1	\$ 200.00	\$ 200.00
Standard Options Total				\$ 200.00
Dealer Attachments				
BM21681	Power Flow chute (6.5/7 bu)	1	\$ 115.56	\$ 115.56
BG20769	HP Power Flow Blower Assembly for 54HC	1	\$ 747.93	\$ 747.93
BUC11059	ZTrak Hopper - 48/54-in deck, 6.5 bushel	1	\$ 539.29	\$ 539.29
LP63768	Magnetic hitch pin	1	\$ 18.99	\$ 18.99
Dealer Attachments Total				\$ 1,421.77
Value Added Services Total				\$ 0.00
Other Charges				
	EnviroCrate	1	\$ 60.00	\$ 60.00
	Setup	1	\$ 500.00	\$ 500.00
Other Charges Total				\$ 560.00
Suggested Price				\$ 8,380.77
Customer Discounts				
Customer Discounts Total			\$ -1,633.54	\$ -1,633.54
Total Selling Price				\$ 6,747.23

Quote Id: 26060927

Customer: CITY OF MARYSVILLE

JOHN DEERE Z735M ZTrak, 25hp carb,with blower and bagger

Hours:

Suggested List

Stock Number:

\$ 10,433.43

Selling Price

\$ 8,390.00

Code	Description	Qty	Unit	Extended
2270TC	Z735M ZTrak	1	\$ 8,089.00	\$ 8,089.00
Standard Options - Per Unit				
001A	United States/Canada	1	\$ 0.00	\$ 0.00
1036	Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	\$ 0.00	\$ 0.00
1502	54 In. High-capacity PRO Mower Deck	1	\$ 300.00	\$ 300.00
Standard Options Total				\$ 300.00
Dealer Attachments				
BUC10178	Blower Attachment, Z7 54" Mower Deck	1	\$ 717.97	\$ 717.97
BUC10350	Power Flow chute (6.5 bu)	1	\$ 219.36	\$ 219.36
BUC10925	MCS, Hopper Z7, 2-Bag, 6.5 bushel with Attachment bar and ballast	1	\$ 567.10	\$ 567.10
Dealer Attachments Total				\$ 1,504.43
Value Added Services Total				\$ 0.00
Other Charges				
	EnviroCrate	1	\$ 40.00	\$ 40.00
	Setup	1	\$ 500.00	\$ 500.00
Other Charges Total				\$ 540.00
Suggested Price				\$ 10,433.43
Customer Discounts				
Customer Discounts Total			\$ -2,043.43	\$ -2,043.43
Total Selling Price				\$ 8,390.00

Quote Id: 26060927

Customer: CITY OF MARYSVILLE

2022 JOHN DEERE Z920M ZTrak, 23.5hp carb, 48" deck

Equipment Notes: PO # STOCK

Hours: 0

Stock Number: 195050

Selling Price
\$ 8,553.87

Code	Description	Qty	Unit	Extended
2146TC	JOHN DEERE Z920M GAS MIDZ MOWER 48"	1	\$ 11,609.00	\$ 11,609.00
Standard Options - Per Unit				
001A	COUNTRY CODES - US/CANADA	1	\$ 0.00	\$ 0.00
1035	48 PNEUMATIC TIRE	1	\$ 0.00	\$ 0.00
1500	48 DECK	1	\$ 0.00	\$ 0.00
2092	ISO SEAT	1	\$ 195.00	\$ 195.00
Standard Options Total				\$ 195.00
Value Added Services Total				\$ 0.00
Other Charges				
	Setup	1	\$ 250.00	\$ 250.00
Other Charges Total				\$ 250.00
Suggested Price				\$ 12,054.00
Customer Discounts				
Customer Discounts Total			\$ -3,500.13	\$ -3,500.13
Total Selling Price				\$ 8,553.87

Quote Id: 26060927

Customer: CITY OF MARYSVILLE

2022 JOHN DEERE Z920M ZTrak, 23.5hp carb, 54" deck

Equipment Notes: PO # STOCK

Suggested List
Hours: 0

\$ 12,324.00

Stock Number: 195051

Selling Price

\$ 8,743.45

Code	Description	Qty	Unit	Extended
2146TC	JOHN DEERE Z920M GAS MIDZ MOWER 54"	1	\$ 11,609.00	\$ 11,609.00
Standard Options - Per Unit				
001A	COUNTRY CODES - US/CANADA	1	\$ 0.00	\$ 0.00
1036	54/60 PNEUMATIC TIRE	1	\$ 0.00	\$ 0.00
1502	54 DECK	1	\$ 270.00	\$ 270.00
2092	ISO SEAT	1	\$ 195.00	\$ 195.00
Standard Options Total				\$ 465.00
Value Added Services Total				\$ 0.00
Other Charges				
	Setup	1	\$ 250.00	\$ 250.00
Other Charges Total				\$ 250.00
Suggested Price				\$ 12,324.00
Customer Discounts				
Customer Discounts Total			\$ -3,580.55	\$ -3,580.55
Total Selling Price				\$ 8,743.45

Quote Id: 26060927

Customer: CITY OF MARYSVILLE

JOHN DEERE MCS 3-bag, 12 Bushel Material Collection System for Z920M				
Hours:				Suggested List
Stock Number:				\$ 4,391.00
				Selling Price
				\$ 3,907.40
Code	Description	Qty	Unit	Extended
0789TC	MCS 3-bag, 12 Bushel Material Collection System	1	\$ 3,868.00	\$ 3,868.00
Standard Options - Per Unit				
001A	United States and Canada	1	\$ 0.00	\$ 0.00
2900	Blower, Weight Bracket, and Mounting Frame Kit	1	\$ 0.00	\$ 0.00
3542	Boot Kit 48 In. (121cm) & 54 In. (137cm) Side Discharge	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 73.00	\$ 73.00
	Setup	1	\$ 450.00	\$ 450.00
Other Charges Total				\$ 523.00
Suggested Price				\$ 4,391.00
Customer Discounts				
Customer Discounts Total			\$ -483.60	\$ -483.60
Total Selling Price				\$ 3,907.40



Product Quotation

Quotation Number: AMS-05280
Date: 2022-02-14 14:19:36

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF MARYSVILLE 599350 Attn: Cemetery/Parks Dept. 209 N 8th St Marysville, KS 66508-1637	Adam Turner KanEquip, Inc, Marysville, KS 1152 PONY EXPRESS HWY P. O. BOX 431 MARYSVILLE KS 66508-0431 Phone: (785) 562-2992 Fax: (785) 562-3149	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
ZT3552SG - ZT3500 Zero Turn Riding Mower	9993502	1	\$7,399.56	\$7,399.56
Engine:				
<ul style="list-style-type: none"> Kawasaki FX691V Gas Engine 			<ul style="list-style-type: none"> Throttle and Choke Cables 	
Deck:				
<ul style="list-style-type: none"> TufDeck Pro™ Cutting System Double-Wave™ Baffles XL Grass Discharge Chute Front bull-nose designed Cast Aluminum Spindle Assemblies 			<ul style="list-style-type: none"> 12 V Plug Outlet Key Switch High Back Full Mechanical Suspension Seat Fore/Aft Adjustment Seat Belt Meets standard ANSI/OPEI B71.4 	
Engine Compartment:				
<ul style="list-style-type: none"> Rear Engine Guard 			Operator Controls:	
Tires:				
<ul style="list-style-type: none"> Drive Tires: 23 x 10.5 - 12 OTR Caster Tires: 13 x 6.5 - 6 OTR 			<ul style="list-style-type: none"> Foot Deck Lift Assist Height of Cut Pin Adjustable Control Levers Fore/Aft/Up/Down 	
Transmission:				
<ul style="list-style-type: none"> HG ZT-3400 Hydrostatic Transaxles 			Warranty:	
Operator Platform:				
<ul style="list-style-type: none"> Instrumentation: Fuel Gauges, Hour meter and PTO 			<ul style="list-style-type: none"> 36 months, or 1000 hours whichever occurs first 	

52" Deck Kit	970631	1	\$612.36	\$612.36
BOSS-VAC, 8 BU 2BAG, COLL	970654	1	\$1,914.36	\$1,914.36

Total of Items Quoted	\$9,926.28
Dealer P.D.I.	\$50.00
Freight Charges	\$380.00
Dealer Assembly Charges	\$0.00
Other Charges: Material and Logistics	\$285.00
Quote Total - US dollars	\$10,641.28

**Prices per the Kansas NASPO Construction - SW192*

**Terms Net 60 Days. Credit cards accepted.*

**FOB Origin – Prepay and Add to Quote*

**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*

**TID# 38-0425350*

****Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

**Quote valid for 30 days*

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ **YES** _____ **NO**

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____

Orschlen's Quote

Orschlens sells Bad Boy mowers. They currently have a 54" mower for \$4000 and they have a powered bagging system that fits any mower for an extra \$2000.

The mower they have is a residential mower. It has a Kohler 726cc motor so it would be somewhere in the 22-24 horsepower range and is not built as heavily as the commercial line.

They can also order a commercial mower but when I looked at Bad Boy's entry level commercial mower with a bagger it came in at \$10,789.

Grasshopper QuikQuote

#14819N00064



Quoted by
Bruna Implement Marysville
 1128 Pony Express Hwy
 Marysville, KS 66508
 P: (785) 562-5304

Quoted for
Dominic Cercone
 Marysville KS 66508
 E: citycemetery@bluevalley.net

Trevor Klipp
 Salesman
 E: trevorklipp@gmail.com
 P: 1-785-713-0048



Model 725KT with 3452PF
 Quoted: Feb 17, 2022

Power Unit & Deck

List

Model 725KT (531890) \$11,880.00
 747cc Kohler Command Pro engine; "no-gears" T-Drive? pump-and-wheel-motor transmission; AntiVibe Power Platform?; luxury seat and shock-absorbing footrest

3452PF – 52" w/ PowerFold (532803) \$3,740.00

List Total: **\$18,636.95**

Grand Total: **\$18,636.95**

Stipulation(s):

✓ Quote Expires in 30 days

✓ Expected Delivery Date:
 03/25/2022

Wholegoods

List

503636 – Roller Kit - Left Front Corner (QTY 1) \$55.00

Price to City
 Cemetery: \$14,500

Powervac – Model 12HT - Triple Bag

List

503587 –Triple Bags Model Mount Kit for 700 Series \$250.00

504193 –12HT Triple Bag Assembly - w/o mount \$1415.00

503172 –Vac Drive Assembly 352 - Includes Med. Lift blades - fits 3452 Decks \$1240.00

604327 –Exhaust Deflector Kit for 700 Series Kohler engine models with all cloth-bag collection systems \$56.95

Tennis Court Improvement Project

Welcome and thanks for attending this meeting tonight to discuss the future of the tennis courts in Marysville. The following is a tentative plan that I would like to follow:

- City agrees to lease the land to USD 364 for \$1/year for reoccurring 5 year contracts
- City wouldn't be responsible for any maintenance or any other future expenditures for length of agreement (reoccurring 5 year terms)
- City would contribute \$100,000 towards the project during 1st project year
- Chad & Joy Kramer would contribute the balance needed to finish 6 courts
- The following year, the City would commit financially to moving any necessary buildings and train engine to make room for the additional 2 courts
- Fundraising for the additional 2 courts will happen right away and be installed once fundraising has been completed and the building and train engine has been moved
- Maintenance will be funded by the school (\$5000 per year) and Chad & Joy Kramer (\$5000 per year) for length of agreement (reoccurring 5 year terms)
- Dirt work will be performed by Inline Construction along with survey work by CES
 - Any excess cost of dirt removal will be incurred by Chad & Joy Kramer

Joy and I appreciate an open mind when approaching this project. I would like to honor my father's legacy by donating to this project. He loved seeing his kids and grandkids play. My sister Julie and I have been involved with tennis since we were young kids and have both coached high school teams in years past. This is an opportunity for us to help continue our passion with tennis by teaching and coaching young kids how to play a lifetime sport.

I understand there are concerns with funding the \$100,000 for the City. Originally, I asked the City to fund ½ of the tennis courts which was \$225,000 for 6 courts. After hearing some concerns from some people, I have decided to contribute more in the beginning to help get the project going. Also, after hearing what it would take to move the train engine and other buildings, I thought that it is imperative that the City has money the following year to make that happen.

If the City doesn't do this, what is the plan for the tennis courts in the future?

Thank you for your time.

Chad & Joy Kramer

MEMORANDUM

DATE: February 23, 2022
TO: Mayor and City Council
FR: City Attorney
RE: Tennis Courts Project

At the committee meeting held on February 21, 2022 at City Hall. The meeting was open to the public with several persons attending the meeting. At the meeting, it was requested that the City Attorney prepare a memorandum to outline sales tax and related issues. The project raises a lot of issues which will need more analysis.

As a basic premise, any business registered with the Kansas Department of Revenue buying raw materials or parts that meet the definition of an ingredient or component part may use the exemption certificate. The City of Marysville could obtain a project certificate for the purchase of materials and services for the rehabilitation of the tennis courts, and those purchases for the project would not be subject to the Kansas sales tax. In my opinion, the exemption from the sales tax would be available only if the City is billed for the materials or services.

It was my understanding that the project is time sensitive. It was envisioned that the work would commence after the spring High School boys' tennis season ended, and that the new tennis courts would be available for the fall High School girls' tennis season. A question arose whether the project had to be bid out if the City is billed for the materials. As a general rule for second-class cities and for third-class cities, there are not specific statutory bid laws. See League's Governing Handbook, Municipal Finance Section. The City does, however, have a policy that provides that projects over \$10,000 must be bid out. The City has the authority to amend or waive such policy. The waiver may allow the City to enter into a construction management agreement with the Donor to allow the Donor to proceed with the construction without utilizing a bidding procedures.

Please note that K.S.A. 14-440 is applicable unless the City has, by charter ordinance, opted out of the statutory provision. This statute requires an engineering estimate. Also, please note that K.S.A. 60-1111 appears to remain applicable. For projects over \$100,000, a public works bond is required. This statute protects the City from any mechanics liens.

Finally, I have started to review the cash basis law and budgetary authority for the City to participate in this project. The City may be required to amend the budget to create a fund for the project. It is also my understanding that the School District may consider a cooperative agreement to address maintenance costs. Under K.S.A. 72-1149, a school district could enter into a lease agreement not to exceed 10 years. Such a cooperative agreement could be used to address ongoing maintenance costs.