

AGENDA
REGULAR MEETING
March 27, 2023
7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. APPROVAL OF MINUTES – Regular Meeting: Mar. 13, 2023. 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.

- 1. Country Club Lake – Steve Prell Page 07-18
- 2. Kris Schrater Pages 19-75

3. BUSINESS AND DISCUSSION ITEMS

- 1. 2023 Prom Request, Apr. 22nd – Cole Nolte and Maddie Capp Sr Class Rep. Page 76
- 2. City Park Use for Blue Gold & Chrome Tractor/Truck Show for April 15, 2023 – Marysville FFA, Cole Nolte Page 77
- 3. Auditors Review – April Swartz, Varney & Associates – (Financial statement attached in E-mail)
- 4. Alliance Insurance Quotes – Jen Sedlacek Pages 78-81
- 5. Zoning Text Amendment Intermodal Containers Page 82
- 6. Kiwanas Easter Egg Hunt City Park 4/8/23 Page 83
- 7. C & T Hot Air Balloons – Wayne Kruse Pages 84-85

4. NOTICES AND HEARINGS

5. CONSENT AGENDA

- 1. C & T Request for funds – Holiday Lights Freight Page 86
- 2. C & T Request for funds – Webhosting Page 87
- 3. Alcohol Consumption Lee Dam Center, April 19th, 2023 – Wayne Kruse Pages 88-89

6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3794 Pages 90-94

7. STAFF REPORTS

- 1. City Administrator Page 95
 - a. Mill and Overlay Projects Page 96
 - b. Water Tower Cleanout/Inspection Pages 97-114
- 2. Police
 - a. Firing Range – Matt Simpson Pages 115-117

8. STANDING COMMITTEE REPORTS

- 1. Street
- 2. Water & Wastewater Treatment
- 3. Parks & Recreation
- 4. Cemetery & Airport
- 5. Police & Fire
- 6. Administration & Finance
 - a. Meeting recap with C&T, March 20, 2023

9. APPOINTMENTS & WAGE DETERMINATION

- 1. **City Prosecutor Andrew Lohmann April 1st, 2023, thru December 31, 2023,** replacing Megan Voracek.

10. CITY ATTORNEY/EXECUTIVE SESSION

11. ROUNDTABLE DISCUSSION

ADJOURNMENT

Regular Meeting
City Hall, Marysville, Kansas-March 13, 2023

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

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

The minutes from the February 23rd regular meeting were presented for approval. CM Throm moved; CM Price seconded to approve the minutes as presented. Motion carried by 6-0 voice vote.

CM Keating entered the Council Chamber at 7:02 p.m.

PUBLIC COMMENTS:

- 1. INTERMODAL CONTAINERS.** Darlene Boss, Ward 2 addressed the Council asking them to vote no on intermodal container placement in the City as the Planning and Zoning Commission recommended after the public hearing.
- 2. CODE ENFORCER/TOURISM DIRECTOR.** Darlene Boss also addressed the Council asking them to consider hiring a full-time code enforcement position before hiring a director of communications.
- 3. INTERMODAL CONTAINERS.** Vicky Gross, Ward 3 addressed the Council thanking the council members who attended the public hearing on intermodal containers, Vicky said there were 21 people against the containers and 1 person for the containers at the hearing. She asked the Council not to allow intermodal containers in the city as the Planning and Zoning Commission recommended.
- 4. COUNTRY CLUB LAKE.** Kris Schrater, 1040 Pony Express Highway, addressed the Council regarding Country Club Lake. Kris commented he disagreed with the City's attorney Jay Fowler's opinion on access and easements at the Country Club Lake. CM Keating asked Kris to consider granting a public access easement of 20 feet from the shoreline.

BUSINESS AND DISCUSSION ITEMS:

- 1. AED LIBRARY.** Mandy Cook Director of the Library asked the City to pay \$744 toward the cost of an AED for the Library. After Council discussion CM Frye moved, CM Snellings seconded to give \$744 to the library to help pay for an AED. Motion carried 5-2 with CM Throm and CM Behrens voting no.
- 2. CONVENTION & TOURISM DIRECTOR.** Wayne Kruse C&T Committee member asked the Council to give direction to the Administration and Finance Committee who will meet with the C&T board regarding a C&T Director and creating a new position within the City for a Communications Director. Wayne read portions of 3 letters of support for creating the position. Council discussed they would like to approach this idea with caution to make a well-informed decision. The Council also said they would like to look at all the organizations in the City to define the rolls and reduce any overlap to allow for more efficiency. The meeting with C&T Board and the Admin/Finance Committee will be held on Monday, March 20th at 6:00 p.m. at City Hall.
- 3. DEMOLITION REIMBURSEMENT 710 N 4TH ST.** Zach Sparks is asking for an Economic Development Reimbursement of \$5,000 to tear down a blighted house and he will build either a

shouse or a duplex to replace it. Zach asked the Zoning Board of Appeals for a variance so the 30 ft by 70 ft building he plans to build will fit on the lot and the variance was approved. CM Frye moved to approve the Economic Development Reimbursement at 710 N 4th Street, CM Throm seconded. Motion carried 7-0.

4. **TEXT AMENDMENT INTERMODAL CONTAINERS.** The Planning and Zoning Commission met February 9 and conducted a public hearing concerning a text amendment to allow Intermodal Containers in the City. The P&Z Commission recommends the Council not pass a text amendment allowing intermodal containers in the City. CM Frye moved to table the decision until a full council was in attendance. CM Throm seconded. Motion carried unanimously.
5. **BURIAL FEE POLICY A-97.** CC Holle presented Policy A-97 to increase burial fees. CM Beikman asked for an additional \$50 fee be added when a grave is exhumed. CM Throm moved, CM Behrens seconded approve Policy A-97. Motion carried unanimously. This policy states:
 1. The cost of contractors fee plus \$200.00 for opening and closing of adult graves;
 2. The cost of contractors fee plus \$100.00 for opening and closing of a child/infant grave (12 years of age or under) or stillborn infant;
 3. The cost of opening plus \$150 for Urn or other casket containing ashes;
 4. All Saturday burials will have an additional charge of \$200.00;
 5. Any grave exhumed will be charged an additional \$50.There will be no burials on Sundays or City observed holidays.
6. **BALLFIELD, POOL, DISC GOLF AGREEMENT USD 364.** Darren Schroeder, Superintendent of USD 364 asked to renew the agreement for the ballfields and the pool which expired June 30, 2022. The disc golf course in City Park was added to the agreement and it was extended to June 30, 2025. CM Throm moved, CM Keating seconded to approve the agreement with USD 364. Motion carried unanimously.
7. **PARKING AT TENNIS COURTS.** CA St. John included the one bid the City received to replace the parking lot and sidewalk near the tennis courts on Walnut Street. CM Throm moved, CM Keating seconded the approve the bid from Inline Construction for \$55,064.90 the paving and sidewalk. Motion carried unanimously.

NOTICES AND HEARINGS:

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

1. Alcohol Consumption request from Steven McDonald at Lee Dam Art Center June 9-12 for a family reunion.
2. Surplus 1998 Toyota Tacoma VIN 4TANL42N5W055265 forfeited to MPD in a drug case. Vehicle to be sold on PurpleWave and the money deposited in Special Law Enforcement Fund.
3. Cash balances in funds as of January 31, 2023, were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through February 2023 showed unadjusted accumulated revenues in the General Fund of \$1,221,706 or 43% of budget; Water

Revenue Fund, \$129,798 or 14% of budget, Sewer Revenue Fund, \$129,288 or 17% of budget. Unadjusted statement of expenditures in the General Fund totaled \$498,041 or 15% of budget, Water Revenue Fund, \$134,886 or 10% of budget, and Sewer Revenue Fund, \$158,607 or 11% of budget.

4. The Municipal Judge's Report for January showed \$8,498.50 being deposited with the City Treasurer and \$493.50 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

APPROPRIATIONS ORDINANCE NO. 3793

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$172,354.58; Water Revenue Fund, \$17,081.38; Sewage Revenue Fund, \$10,295.81; Library Revolving, \$7,011.87; Swim Pool Sales Tax, \$344.98; Koester Block Maintenance, \$896.90; Employee Benefit, \$9,431.39; Transient Guest Tax, \$524.62; Sales Tax Improvements, \$70.46; making a total of \$218,011.99.
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 \$218,011.99.
3. Motion to approve the appropriations ordinance carried by 7-0 roll call vote. City Clerk Holle assigned Ordinance No. 3793.

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.

STANDING COMMITTEE REPORTS:

STREET:

1. **ROOF ON STREET DEPARTMENT BUILDING.** CM Throm reported the roof on the building near the street shop has been completed.
2. **12TH ROAD & KEYSTONE ROAD.** Mayor Barnes informed the public that the Council has not made any decisions about ways to finance the 12th Road and Keystone Road improvements. The funds for the improvements will possibly include a property tax increase, a special assessment and annexations. The Council has only approved hiring an engineer to design the roads, but no construction costs are known at this time. CM Frye suggested striping be added to the road for a walking path.

WATER & WASTEWATER:

CEMETERY/AIRPORT:

1. **COUNTRY CLUB LAKE.** CM Beikman asked for a Parks and Recreation Committee meeting be arranged to discuss the Country Club Lake. After discussion, Council decided to conduct a Special Meeting in regard to Country Club Lake. CC Holle will set up a meeting and notify the Council and the public.
2. **8th OF JULY CELEBRATION.** CM Keating asked if the fireworks contract could be signed for the July 8th Celebration. CM Behrens moved, CM Price seconded to have CC Holle sign the fireworks contract and the City will contribute \$5,000 from the Transient Guest Tax Fund toward the fireworks. Motion carried unanimously.
3. **MEMORIAL DAY.** CM Snellings said she would not be able to attend the Memorial Day celebration at the Marysville Cemetery so someone else would need to place the wreath at the mound.

POLICE AND FIRE:

1. **FIRING RANGE.** CM Frye asked if there was a plan to allow the public at the firing range. CC Holle said the insurance carrier was not in favor of opening the range to the public and when it was researched previously the cost was significant. CM Frye would like this to be researched again and he would like to see the insurance quote.

ADMINISTRATION AND FINANCE:

1. **KOESTER MUSEUM HEAT.** Mayor Barnes said Hanover Electric was at the Koester Museum to hook up the radiators which are all in place at the Museum. They will install a cover or change the boiler switch so it cannot be accidentally shut off.

APPOINTMENTS: Ron Green to Zoning Board of Appeals January 2023-December 2025. CM Throm moved, CM Beikman seconded. Motion carried unanimously.

CITY ATTORNEY:

EXECUTIVE SESSION: At 8:05 p.m. CM Price moved to recess in executive session to discuss personnel matters of non-elected personnel, 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 8:15 p.m. CM Beikman seconded. Motion carried 7-0. At 8:15 p.m. the council reconvened. Mayor Barnes reported no action was taken during the executive session and the regular session was continuing.

At 8:15 p.m. CM Price moved to recess in executive session to discuss personnel matters of non-elected personnel, 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 8:30 p.m. CM Snellings seconded. Motion carried 7-0. At 8:30 p.m. the council reconvened. Mayor Barnes reported no action was taken during the executive session and the regular session was continuing.

ROUND TABLE DISCUSSION:

1. **AED AT BALLPARKS.** Council members discussed the need for an AED at both ballparks.
2. **BOYS BASKETBALL STATE.** CM Throm congratulated the MHS boys basketball team on their second place finish at state.

There being no further business, at 8:31 p.m. CM Frye moved to adjourn, CM Price seconded. Motion carried unanimously.

Cindy Holle
City Clerk

**CITY OF MARYSVILLE, KANSAS
CITY COUNCIL MEETING
REQUEST TO BE PLACED ON THE AGENDA**

Meetings are held on the 2nd and 4th Mondays of each month
(excluding holidays) at 7:00 p.m.

Requests need to be submitted by noon the Wednesday before the meeting.
All handouts for council needs to be submitted with request.

Name: Steven Freil

Address: [REDACTED]

Contact Number: [REDACTED]

Date to Appear before Council: March 27

What Organization are you representing: Self

What are you requesting: Country Club Lake

When will the event be held if applicable: _____

Where will the event be held if applicable: _____

[Signature]
Signature

3-21-2023
Date

**CITY OF MARYSVILLE
209 NORTH 8TH STREET
MARYSVILLE, KS 66508
Ph (785) 562-5331 Fax (785) 562-2449**

Dec. 27, 2022 Speech

Marysville Country Club Lake Facts

Steven Prell, 1042 Pony Express Hwy, Marysville, Kansas Ward #1

Good evening ladies and gentlemen.

Why am I here? To answer that, the reason is due to the City of Marysville's plan to vote on Condemnation of my lake front property.

What is my purpose? To answer that, my purpose is to ask the City of Marysville to not Condemn my lake front property.

How did I know to show up tonight for such a topic as this? To answer that, it was not through public records or through an invite by the City of Marysville; but rather through a December 17th email that our attorney received from Marysville's attorney Jay Fowler, of Wichita. Per the city's attorney to our attorney... "I understand your clients attended to council meeting, so you may know as much as me, but the council is going to move forward with a condemnation related to the easement so that these issues can be put to rest." That would lead us to believe that these decisions were all done behind closed doors and not during open council meetings.

What is the Kansas Department of Wildlife and Parks statement on the matter...? Well, per KDWP Fisheries Biologist Ely Sprenkler's email on Dec. 22nd at 9:56am... *yes 5 days ago*

"Good morning Steve. As per our conversation, here is my statement on the matter.

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

Attached is the proposed contract with the city that is considered public knowledge by KDWP.

Ely Sprenkle

Manhattan District Fisheries Biologist

Kansas Department of Wildlife & Parks

5800A River Pond Road

Manhattan, KS 66502

785-539-7941 "

So moving on... and for clarity purposes, referenced below are two separate agreements, one agreement between the property owners around the Country Club Lake and the City of Marysville, and another agreement exists between the City of Marysville and the State of Kansas.

We hired a real estate attorney for his opinion about Prells and Schraters properties, easements, rights, and authorities.

This all came about as a conversation, where a city official mentioned to Kris Schrater, that the city would be contacting Schraters and Prells about public fishing on their properties. Prells and Schraters have Private Property No Trespassing signs posted, as well as signage stating property monitored by cameras.

The city states that Prells and Schraters will need to allow public access to fishing on our properties, or the fishing lake will have to close. The city says there is an agreement with the State of Kansas saying that there is public fishing all around the lake. (Prells & Schraters have not seen this current agreement) The city states that public fishing all around the lake is needed to continue using the current aerators in the lake, to receive State moneys, grants, and State insurance coverage, and to have the State stock the lake with fish. Apparently this is Not True.

First, per the city's request, we met with Marysville's Parks and Rec committee. Second, per the committee's request, we handed in a Proposal and Questions document to the City Council. Third, we attended a city council meeting, where council members had a written copy of our Proposal & Questions, then our proposal and questions were referred back to the Parks & Rec committee for

further discussions in another meeting. Fourth, we attended another Parks & Rec committee meeting. Fifth, via email, we withdrew our Proposal and Questions.

During our second meeting with Marysville's Parks & Rec committee, we were told that the city has the rights to allow public access to our properties, per their reading of the plat map. (The mentioned 30 feet easement is not along the shoreline, but is actually farther west on the hillside, approx. 25-30 feet, and is basically 15 feet each side of the sewer line.) Prells and Schraters read this easement as public sewer utilities access only. (reference the year 2000 public recording for sewer easement) Prells and Schraters were also told during the meeting if that public access easement is not true, then the agreement signed 30 years ago would give the public access to our properties. Apparently these are Not True.

Currently there are five property owners around the lake...

Marysville Country Club
City of Marysville
Kansas Department of Transportation
Prells
Schraters

Prell & Schrater tract... was formally Spencer-Walcott property

Prells purchased tract in May 2020.

Schraters purchased tract in August 2020.

There was an older plat map referenced and dated Sept. 2015.

The current plat map referenced/recorded is dated Feb. 2020

Some Spencer-Walcott property(s) rezoned from commercial to residential in 2020.

So going back to 1988... In regards to the City of Marysville entering into an agreement with the Kansas Department of Wildlife and Parks to stock channel catfish and provide lake fishery management in the lake described above which will be open to public fishing... Nowhere do we read that the owners are giving land rights or access rights to fish on their land. The agreement states lake waters will be open to fishing. We read this as fisherman can enter the lake by boat on the city's property and can fish the waters. Prells & Schraters, Country Club, KDOT, and the City of Marysville all own land that extends into

the lake waters. Next, Nowhere do we read that this agreement would pass on to new owners of any properties. Some verbiage of the agreements is highlighted below...

1988 Marysville Country Club signed an agreement with the city, spelling out it's okay for city to enter agreement with the State for fishery management and that the lake waters will be open to public fishing. (Country Club added a written notation... we wish to maintain the golf course side as No fishing allowed due to the chance of being hit by a golf ball & because of being a private club.)

1988 KDOT signed an agreement with the city, spelling out it's okay for the city to enter into agreement with the State for fishery management and that lake waters will be open to public fishing. (KDOT added an extra sentence stating... As long as there is no encroachment of pedestrian traffic along the roadway causing interruption or danger to the traveling public along US-36.)

1988 Spencer-Walcott signed an agreement with the city spelling out it's okay for the city to enter agreement with the State for fishery management and that the lake waters will be open to public fishing.

On the 1988 property owners' agreement, they marked a line as...

I do ___ do not ___ have any objections to the City of Marysville entering into an agreement with the Kansas Department of Wildlife and Parks to stock channel catfish and provide lake fishery management in the lake described above which will be open to public fishing.

The City told us that the 1988 agreement was signed with the City, so that the City could enter into an agreement with the State of Kansas.

The 1988 agreements referenced were not filed with the registrar of deeds and not found in title searches when our properties were purchased. (once again, we do not see any 1988 agreement verbiage stating anything about this agreement passing to or needing to be honored by the next new property owners.)

The City of Marysville filed copies of the 1988 agreements with the registrar of deeds on July 14, 2022. And added their own 2022 opinion summary verbiage in the filing. (these agreements were coincidentally filed the same day as our first meeting with the City's Parks & Recreation committee)

Moving on... At the time of our property purchases, the sellers stated there were No fishing rights needing to be honored to anyone. Furthermore, the previous owners signed both an Owner's Affidavit and the Survey Affidavit. The affidavits state that no one besides utilities have access to these properties.

We cannot provide you Signed copies of the Owner's and Survey affidavits, because Marshall County Abstract & Title Company will not provide us signed copies of those affidavits. We do however possess copies of the affidavits prior to their signing.

Per the city officials, the City called the previous owners, this year in 2022, and asked Walcotts if they recalled signing a 1988 agreement with the City. The City stated that the Walcotts did not recall such an agreement.

Moving on... Our negotiations with the City and viewpoints changed when we received the City Attorney's memo...

The current city attorney John McNish prepared a memo on Aug 31, 2022... (below was retyped from the original)

("To whom it may concern

I have asked to look at the Country Club Lake. There appears to be confusion with respect to the Country Club Lake.

The prior owners entered into an agreement allowing the use of the Lake by the public generally. This agreement has been in affect for over 30 years.

Subsequently, the prior owners dedicated an access to the lake through an access easement. The access easement is contained in the plat of the subject area.

As of today's date, it appears that the Country Club Lake opened to the public by the recording of a plat on March 10, 2015 in Book 2, page 68 in the office of the Marshall County Registrar of Deeds. The recorded plat contains all of the necessary signatures from city and county officers to accept the plat, including, the dedications contained therein.

Please note that a dedication requires an offer to dedicate and an acceptance of that offer. The preparation of a plat by the prior owners, followed with the recordation of the plat, containing approval of appropriate public officials, generally constitutes offer and acceptance of an area dedicated to public.")

In rebuttal to that memo... Both the Sept 2015 and the current Feb 2020 plat maps show a... 30' Public Utility and Access Easement, which is on the west side of the lake, running North and South parallel to the lake. The East side of the utility easement starts about 25-30 feet west of the shoreline and thence lays another 30 feet westward. This is where the sewer line and sewer manhole are located. The CES survey pins are located on the plat maps, and the sewer easement is visibly marked with survey rods and pink survey caps, placed by CES on our properties. We have copies with us of the sewer easement.

Apparently didn't do their research before writing an opinion.

So moving on... When we purchased our properties, the hillside east of our houses going all the way down to the shoreline was overgrown with tall native grasses. There were deer paths going through the tall grasses. There was also lots of trees and brush along the waters edge. Through blood, sweat, and tears, the Prells and Schraters have since cleaned up the hillside and the shoreline of their properties, by cutting grasses, trees, and shrubs.

The City did not do a very good job of maintaining their shoreline for fisherman, until after, this situation arose. Then the City mowed some tall grasses and brush along their shoreline.

So moving on... Since we withdrew our proposal with the city, we have hired an attorney to provide legal advice in regards to the City's, as well as the general public's, rights to our private properties. Our legal council has requested documentation showing where any such rights exist. No proof has been received.

We have been told that the landowners do not own the water, so the public can fish the entire lake waters via boat.

After several failed attempts by the City's hired attorney, at providing evidence that public fishing rights exist along our private property; the City hired CES to do another survey of our properties to verify that the previously mentioned 30Ft sewer easement is not along the shoreline. They so badly wanted the sewer easement to be along the shoreline so that the easement would not only be used for sewer needs but they were ready to go ahead and say that the sewer easement also gives the City rights to allow fishing on the sewer easement. The sewer easement states access for sewer utilities only.

Apparently, we are at the point where the City will not admit that they were wrong in their communications with the Prells & Schraters, so they have decided it will be easier to just Condemn our properties and take our land from us.

Is that fair and moral?

Once again, no verbiage in the agreement signed in 1988 giving access to fish private property shorelines. No verbiage stating in 1988 agreements pass with the land to new owners. The 30Ft sewer

easement which is 30Ft up the hillside is not a fishing easement. No copy of the City & States' current agreements was ever presented to the Prells or Schraters, nor to our attorney.

It appears that the City's conversations have taken place behind closed doors under "executive discussions". With the exception, of the council meeting following our proposal withdrawal, where Mayor Barnes and City Administrator St. Johns told the public that there is public fishing all the way around the lake and that they should get some new signage.

Again, Never once did we say that the public could not fish our lake property via boat or kayak.

Per KDWP, the City of Marysville has been in communications with KDWP about the upcoming 5 year, Cooperator Fishing Access Agreement starting Jan. 1, 2023 and ending Dec. 31st, 2027; since October of this year. And within the last 3 weeks, KDWP told the City of Marysville that they did Not need Prells & Schraters properties included, to enter into an agreement between the City & KDWP.

We have lost countless hours of sleep, along with heightened levels of anxiety, sadness, anger, and disbelief. We have had to spend thousands of dollars for our attorney's opinion and legal advice, to defend ourselves from Marysville City's officials misinformation, *disinformation, + bullying*

Now the Council is getting ready to vote for Condemnation of our private property? Is this fair and moral?

We ask that you not vote to condemn our properties, nor pursue Eminent Domain of our properties.

Thank you

Steven Prell 1042 Ben Express Hwy Marysville KS Ward #1

Jan. 9, 2023 Speech

Good evening ladies & gentlemen.

Why am I here? To shine more light on the Marysville Country Club Lake nightmare

First of all, I ask that you please do not condemn our properties nor pursue eminent domain on our properties.

Let's review what has happened since July 2022...

Early July 2022, Kris Schrater was contacted by a city employee about the City of Marysville wanting to meet with the Prells & Schraters about public fishing on their properties.

July 14, 2022 Per the City's request Prells & Schraters met with the Parks & Rec Committee. We were told in that meeting that we needed to work with the City to enter into an agreement with them to have public fishing on our private properties, so that the City could continue to have the State of Kansas KDWP stock fish in the lake, to provide insurance on the lake, and to keep the aerators in the lake. We were asked to draft a proposal for the City Council. We were under the impression not to contact the State so that there would not be any red flags about not currently having public fishing access all the way around the lake... Now let's reflect on this... After being asked by the City leaders, we as good citizens followed along and believed that what was said would be true. We did not rock the boat, so to say, and we did not call the State. Beings that the City leaders said so, why would we or the committee members think that we should second guess what our leaders are telling us? Apparently, that was the wrong thing to do.

Aug. 22, 2022 Prell's & Schrater's submitted their city requested proposal and questions for the City Council to review. We had no guidelines to go by, so we requested that we could meet again with the Parks & Rec. Committee to further polish the proposal for the City Council. We were still believing what the City leaders had told us was true.

Aug. 31, 2022 Prells & Schrater's met with the Parks & Rec committee again for the second time. During our conversation with the committee most of our proposal was shot down. In addition, we were handed a Memo drafted by City Attorney John McNish, which stated that the City of Marysville has an easement along the shoreline of our properties for fishing based on the 2015 plat map of our properties.

And we were also told that if the easement was not correct, then the 1988 agreement with the previous land owners would give the City the rights to allow the public to fish on our private properties. Now let's reflect on this ... Once again, Marysville's City Attorney wrote a memo stating that there is an easement to fish on, on our properties. Do you think that the committee members would question legal counsel? The committee followed along with what was written and claimed that there was a fishing easement along the shoreline of our properties. Apparently, that was the wrong thing to do.

The Prells & Schraters confirmed that there is a 30 foot sewer easement not along the shoreline. We disagreed that a fishing easement existed. After this committee meeting, Prells & Schraters had more questions to get answered.

On Sep. 2, 2022 we sent Austin St. John's an email... "Good morning. After Wednesday's, Aug. 31st, Parks & Rec. committee meeting, more questions have been raised. At this time, the Prells and the Schraters are withdrawing our Country Club Lake proposal, which was previously submitted to the city council. Thanks Steve & Vallery Prell" The Schraters submitted their own withdrawal as well.

On Sept. 12th, 2022 at the City Council meeting... and I am quoting this from the city council minutes... "COUNTRY CLUB LAKE. The committee also met with Steve and Vallery Prell and Kris

Schrater concerning their property next to the Country Club Lake. It was stated the City has a utility and public access easement of 30 feet from the pins next to the lake. The Prell's and the Schrater's withdrew their proposals presented to the Council earlier. Mayor Barnes requested the City install "No Littering" signs and "Public Access Fishing" signs at the lake. It was commented the City should leave some taller grass around the edges of the lake for bait fish habitat."

Now let's reflect on this... your City leaders stated to the public that there is public fishing all the way around the lake. Your leaders have created another liability for our properties. Prells & Schraters are not in a fishing agreement with KDWP. Did the City's Legal counsel question what was being said by the City leaders, No, because he wrote the Memo for the Aug. 31st meeting. Did the Parks & Rec committee members question the City leaders or legal counsel, or did you assume that the City leaders were correct? Did the rest of the City council question the City leaders or legal counsel or did you assume that the city leaders and legal counsel were correct?

Between Sept. 2nd and Sept. 16th Prells & Schraters really questioned what we had been told and what was presented in the second committee meeting. In the aforementioned council meeting, the City leaders told the public that they could fish on our properties. We were forced to retain an attorney to

determine our rights and authorities to our properties! We ask that you put yourself in our shoes, what would you have to do? What would you have done?

Our attorney wrote a letter to City attorney John McNish on Sept. 16th, stating that he would be our legal counsel.

Afterwards, the City of Marysville hired attorney Jay Fowler from Wichita. Did any of you from the Parks & Rec committee or City council question this need, or just follow with what the city leaders said to do?

The City hired CES for a survey of our sewer easement acreage, our shoreline acreage, as well as our acreage going into the Country Club Lake. This survey is now being used for condemnation and eminent domain processes. Did any of you from the Parks & Rec Committee or the City council question this need, or just follow with what the city leaders said to do?

Dec. 17, 2022 attorney Fowler emailed our attorney stating that “the council is going to move forward with a condemnation related to the easement so that these issues can be put to rest. It is expected that a condemnation resolution will be adopted at the next meeting on December 27.”

At this point we have been totally bullied and backed into a corner. So we decided to possibly rock the boat and contact KDWP ourselves. On Dec. 21, 2022, we spoke with Ely Sprenkle, Fisheries Biologist KDWP. In our conversation we learned that the City of Marysville had already been in discussions in regards to our properties, starting back in October. And within the previous 2-3 weeks prior to this phone call the City was told by KDWP that they did not need our properties to participate in the fisheries program. We received a confirmation email the following day on Dec. 22, 2022 stating that KDWP does not need our properties for the City to participate in the CFAP with KDWP. Ely also attached a copy of Marysville’s next 5-year program which was to start on Jan. 1, 2023 and end on Dec. 31, 2027. The city leaders already knew this, did they tell the Parks & Rec Committee members, did they tell the City Council, did they tell the Prells & Schraters this news? We are guessing not. We know that they did not tell Prells & Schraters.

Dec. 27, 2022 Prells & Schraters attend the Marysville City Council meeting and ask that the council not condemn our properties and not to pursue eminent domain. We provided lake details, meeting details, offered photocopies of the sewer easement, copies of the 1988 agreements, and emails. In addition, we answered questions from the council.

Now let’s reflect on these thoughts for a minute.... What would have happened if the City leaders would have done their due diligence and called KDWP and found out that the City does not need our

properties for the KDWP CFAP program, prior to contacting Prells & Schraters back in July. We never would have had to have a committee meeting, a proposal, another committee meeting, hiring of attorneys, hiring of CES survey, nor attend council meetings. We are all paying the price for that lack of inquiry and proper presentation. Would we truly be here today?

What we have learned is that we all need to see everything from our City leaders in black and white. We need to question what they say and write, and not always assume that they are correct, knowledgeable, or truthful.

We never wanted to be in this position, all we did was purchase two one-of-a-kind lake front properties, of which we took pride in cleaning them up and making them look nice.

To us, it feels like so many pieces of misinformation, disinformation, and lies; were told one after another; that the City leaders and Legal Counsel were at the point of no return and that instead of admitting mistakes, they continued to push you the City council and us to the point of eminent domain in taking our properties.

Is that fair and moral?

We have lost countless hours of sleep. We have suffered from loads of anxiety, stress, anger, and disbelief. We have spent thousands of dollars to defend ourselves and our properties. We have been totally consumed by this lake situation.

So, we ask again, what if the City leaders would have called KDWP and asked questions; prior to ever contacting the Prells & Schraters.

We ask that you do not condemn or pursue eminent domain on our properties.

Thank you

**CITY OF MARYSVILLE, KANSAS
CITY COUNCIL MEETING
REQUEST TO BE PLACED ON THE AGENDA**

Meetings are held on the 2nd and 4th Mondays of each month
(excluding holidays) at 7:00 p.m.

Requests need to be submitted by noon the Wednesday before the meeting.
All handouts for council needs to be submitted with request.

Name: KRIS SCHRAUER

Address: [REDACTED]

Contact Number: [REDACTED]

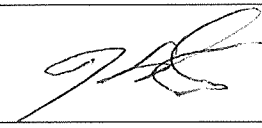
Date to Appear before Council: 3/27/23

What Organization are you representing: SELF

What are you requesting: YOU KNOW

When will the event be held if applicable: _____

Where will the event be held if applicable: _____



Signature

3/27/23

Date

**CITY OF MARYSVILLE
209 NORTH 8TH STREET
MARYSVILLE, KS 66508
Ph (785) 562-5331 Fax (785) 562-2449**

Kris Schrater- 1st ward- 1040 Pony Express Hwy in Marysville

Here I am again. I do not want to be here but again I am forced to because you have put an article out stating inaccuracies again.

**Here are those inaccuracies.

ONE- The City Attorney stated, and I quote “legally its clearly the city’s property.”

So, I ask you this—if it is the city’s property, why has the city allowed someone else to pay the property taxes and insurance on the said land for decades? What is going to be the process, if this is the case, is the City going to refund the taxes and insurance money (not to mention any landscaping or money spent maintaining said property) to the people who thought it was their land and what are the fees going to be for unpaid taxes by the city for all those years?

If it is so clearly the city’s property as stated by the City’s Attorney than why did the City Attorney draw up the contracts for the sale of the land? With descriptions of the land without any statements of easements or ownership of the land by the city. Why did the city pay the previous owners for an easement on that property if the property is already theirs??

I ask this and honestly you all should be asking this too, if not more because it is your duty to make INFORMED decisions. Was this even legal to do? Should the City Attorney participate and NOT only participate but actually draw up legal contracts for the sale of the property if the city claims to own that property? The City Attorney stated this was out of his area of legal knowledge and the citizens are paying for a 300 dollar and hour attorney from Kansas City, so why is the City Attorney admitting no legal knowledge of this and still making comments and giving legal advice as if he does?? Why are WE THE PEOPLE OF MARYSVILLE spending money on another attorney if the City Attorney is claiming knowledge all of the sudden?

In my opinion and THE OPINION OF MANY OTHERS IF YOUD LISTEN TO THE PEOPLE WHO VOTED FOR YOU, He should step aside from the whole thing because it is unethical , after all, this conflict of interest is why attorneys recuse themselves from cases!!

TWO- Has the city notified the insurance company and more importantly the public that kayaking and everything else besides fishing IS NOT covered by the State? So, in the case of an accident or injury they are NOT covered unless they are strictly fishing from the dock or the shore?

******Here are some questions we have asked many times and have never received answers on and probably never will.

ONE- The City Attorney stated that the fishing agreement is clear, and that the people fishing must have unrestricted access to the water. Well they have that right now, **AGAIN THEY HAVE UNRESTRICTED ACCESS TO THE WATER RIGHT NOW!!** As a matter of fact, they always have. The State of Kansas had a representative already tell you multiple times that they **DO NOT** need our land, they only need the water to be accessible by boat or kayak and it is. But I guess they city doesn't remember that evidence or you don't care about that statement and you want to continue to make us look bad. Maybe you thought enough time had gone by from your lack of action that the public would forget about the clear and abundant evidence. Which is **INSULTING** to the people in this community!

Let's say the rule in the fishing agreement is **UNRESTRICTED ACCESS** then you must go after the golf course as hard as you are going after us! As 50% of their side of the lake is restricted by a fence of trees. And you must ticket them for not maintaining it like you threatened us with? If not than I can put a fence of trees as well, right?

This is the definition of differential treatment, some other terms for this are; bias, cruel, illegal, discriminating, dishonest, immoral, improper, inexcusable, one sided, partisan, and unethical.. all of which are not words that should be used to describe elected officials who swore to be honest and protect this community!

TWO- You want our land **BUT** you cannot and **DO NOT** maintain or care about the land that you already have. Have you fixed any of the numerous issues that have been brought up during the December 27th meeting? What is the update on that? Or do you not remember those statements because you tuned out? I saw many of you write down things during that meeting, but have you addressed them? Or were you just writing something down for the camera?

I want to remind the city council that the public document from the last meeting that was presented is just an attorney's opinion, and of course it is going to be in your favor because it is from your attorney. I could go and get an opinion from my attorney right now too BUT it is just that AN OPINION the difference between ours and yours is ours is backed up by evidence and yours is not. I think you wanted to tarnish our names and affect the ability for us to go on with our lives unaffected by you. We provided evidence. And you HAVE NOT provided any to support your claim.

I thought it was rather cowardice to discuss this the ONE time that we were not here, and it wasn't on the agenda, yes, I know that you get around that by saying it was discussed at round table or motioning to make it public but I think you planned that, and others do as well.

So again, here you are saying the same thing- Go for quiet title or (and you say OR because you are not sure if you are right because if you were, you wouldn't have to condemn our land and essentially steal it using your government power. NOT ONCE have you offered to buy the land like a normal person does. You want to use your power to take it and I quote the mayor "for a couple of people" AGAIN, if it is for the better of the community or the "couple of people" let the COMMUNITY decide! When you lose the quiet title suit. And you know you will Hold a public hearing and let the community decide if they want to use their money to pay for land that you don't need and that we don't want to sell. I think you won't do that because you know that the community WILL NOT allow this and that's not why you want the land and never has been, I think it is personal and at this point you just want to win.

If you do this, you are setting a dangerous precedent.

Let's say I run for mayor and win and then I decide that the citizens "need" a skate park, or a RC car park and I think the Mayor's property is perfect so I decide to take it by eminent domain, Is the Mayor going to go along with that without complaint will the community be ok with that? Will you the council be ok with that?

Or let's say that Council member Price's lot that he owns and pays for is perfect for a parking lot for the hospital and in the best interest of the community. You think the citizens are just going to let the council take it because they want it? You think there will be no argument from Parker.

I would love to see comments from the community stating they want you to steal our property from us. almost 3,000 people commented on the live feed of

the December 27th council meeting, and I did not see ONE, NOT ONE that agreed with the city! And you have not provided ANY proof or evidence or statements by anyone else that wants this EXCEPT YOU!! I find that very interesting and I think a Judge would too.

Another thing When you came out of executive session last meeting- you were all laughing and giddy talking about making your lawyers opinion public. It may be a joke to you but to us this is a very serious and not funny at all and the fact that you did that as well as your demeanors, facial expressions and comments PROVES and shows everyone how unprofessional you are.

To us, this is not funny at all and the lack of sleep and stress and blowback has been horrendous for us. So maybe while discussing sensitive matters have a little tact, try your hardest not to show how much you DON'T CARE about the situation because it is very important to us and no laughing matter!

The last thing I will say is this your lawyer keeps saying you want to settle this so lets settle this give us a proposal for what you think is a fair way to deal with this. Your lawyer keeps saying the mayor and city administrator want to meet but the mayor denies that he wants to meet I am ready whenever you are and have said this from the beginning so here is my invitation in public so the City Attorney can stop telling the community we wont meet.

OK, I numbered them for easy reference.

1. First and second page is the original proposal, third and fourth pages are questions we thought of before the second meeting I believe.

2. This is everything we were given at the second meeting page one is the memo received from John McNish, then are the agreements between the land owners and the city, and the last page is ALL we were given of the agreement between the City and the State. Notice on the letter from the City of Marysville it was registered with the register of deed on July 14, 2022 and had all the attached agreements.

3. Pretty self explanatory but if you have questions let me know.

4. Pretty self explanatory but if you have questions let me know.

5. This is the survey and owners affidavit that the Seller (JoAnn) signed at the closing. We (Kris asked for his, and I asked for mine) reached out to MCATC for a copy of the signed one on file, but was denied. This WAS SIGNED AT BOTH CLOSINGS. I have highlighted a few of the main questions regarding this.

6. Pretty self explanatory but if you have questions let me know.

7. This is what was done in December and you can see Tract 1 and 4 is the actual lake, 2 and 5 are between the easement and waters edge (squared off), 3 and 6 are the actual sewer easement. My understanding is that the city want tracts 1-6.

8. THIS was FEB 2023 claim, the map towards the back of the of the packet, they claim because of the elevations, they own an easement, that was easily disproven because those elevations (latest elevations done by CES attached) are underwater, and we NEVER claimed that people can not be on our water.

9 The claim of the old road, you can clearly see there is a road, and on the last map you can clearly see there is no road. The road NO LONGER EXSISTS but for the sake of argument, you can NOT FISH FROM THE "OLD ROAD".

If you notice in the agenda from the other night (Dec. 27) pages 73 through 76, the city is claiming that they own and have rights to our property and that we are claiming ownership over portions of the park, the lake and the water

The city wants to do this by quiet title:

A quiet title action occurs when one property claimant challenges one or more other people in a court of law for the purpose of determining who is the rightful legal owner of the property in question. It is intended to quiet the conflicting claims on the property by eliminating any ambiguities in the title, thus clarifying the question of legal ownership.

And if that does not work (on page 73 of the agenda section 2) it states that they will proceed with eminent domain.

The city has been proven OVER AND OVER wrong in there claims, now they want to vote on a resolution to prove quiet title, BUT NOT REALLY, they will present a resolution that if quiet title doesn't work, they can move to eminent domain without a new vote. They also don't want to OWN the land they want to own and easement on MY LAND. Where I have to pay for everything, maintain everything, and have NO SAY.

THEY WANT TO TAKE AN EASMENT THROUGH EMINENT DOMAIN

Also in regular meeting, on Sept 12, Sept 26, Oct. 24, and December 13, there was an executive Session in which each session they said nothing was done. but usually within a few days we received a letter or email from their attorney.

They are not voting in public on several things like.... To hire and attorney, to hire CES, When are they discussing this stuff? Doesn't seem to be in the public.

Please let me know if you have questions or if I can be of further assistance

Vallery Prell Prell Realty and Auction LLC 785-713-1466

Week of July 11th Mtg with Parks + Rec Committee

(1)

LAKE PROPOSAL & QUESTIONS

ITEM 1.

Cameras need to be installed to safeguard our children, spouses, and property.

ITEM 2.

Police patrols must be frequent, to show a good presence, to deter criminals from injuring our children, spouses, and property.

ITEM 3.

City must continue to clean up their lakeside to allow for more fishing sites, so that our properties are not the only accessible locations to fish on.

ITEM 4.

City must maintain their lakeside for the entire fishing season to promote fishing on their side.

ITEM 5.

City must make and install signs directing all people to the shoreline, from the waterline to 5 feet above, as appropriate fishing area. Any violations of that zone will result in fines and/or removal of fishing rights on our properties. This is to be Walk-In Fishing Only.

30 Feet

ITEM 6.

City must make and install signs on the north and south ends of property lines that state that this is private property and that the Schrater's and Prell's have volunteered the use of their properties to allow the lake to continue to be publically fished, stocked, and insured; and that any violation of the rules will result in the closure of the lake.

ITEM 7.

City must begin and continue to regularly attempt to gain a grant to have the lake dredged, so it does not silt in, and so future generations can enjoy it as well.

ITEM 8.

City will mow and trim weeds, and have trash collections based upon an agreed amount of times, to be determined in negotiations.

ITEM 9.

City will insure there are boxes, designed for fishing string, installed so string can properly be disposed of to ensure fishing string will not get tangled in our mowers and weed eaters.

ITEM 10.

City will post signs stating fines of \$500 for any violation of littering on our properties. And they must be enforced. No matter who the culprit.

ITEM 11.

City must ensure that all people know that fishing and only fishing is allowed on our properties; No camping, cooking, or picnicking... Fishing Only as per the agreement. Our properties are not a play area and no pets should be allowed. It is not a pet walking area.

ITEM 12.

All people are to leave our personal property alone, hands off. Swings, kayaks, racks, tables, chairs, etc. are off limits and violators are to be fined and prosecuted as needed.

ITEM 13.

Violators will be turned into the proper authorities.

The security and safety of our families are paramount to us. If we feel at any time that these are in jeopardy, and if it is not corrected, we will end our agreement with the city. We are reasonable people to work with, we are willing to allow fishing on our properties to keep the entire lake open. We, our families, our land, and/or our personal properties are to be respected. We want no confusion that it is our properties and that we pay mortgages and property taxes on them. If we and our property are disrespected, the lake will close, not because of us; but, because of the people not being respectful. We hope that we can come to an agreement, and we look forward to working with the city, to make a pleasant place for all families to enjoy, respect, and take pride in for years to come.

The first agreement will be 6 months to ensure all parties keep their word; a longer term will be allowed as long as all things remain certain, and all parties keep their end of the bargain.

Questions & Comments

Where is the verbiage regarding the State of Kansas having insurance coverage on the lake usage?

Who pays for the cameras?

Who pays for the monthly fees?

Who monitors the cameras?

Can we deny access to our properties based upon bad experiences, bad attitudes, disrespect, and/or for safety factors?

Will the trash cans have lids/tops to prevent rain waters from accumulating inside?

As a precaution, the city will need to use light duty vehicles to collect trash. We prefer to limit the amount of weight and number of times vehicles drive across our sewer lines.

We believe that the lake was last dredged in the 1960's/1970's. Do we know how deep the lake waters were at the time of completion?

If insurance premiums jump due to public fishing and/or potential insurance claim. City of Marysville to pay the extra expense.

Sunset clause - 60 day written notice to terminate contract due to conflicts/issues

Agreement to terminate upon sale of property for the next owner to decide their agreement.

Agreement that if we as a family wish to fish our property at our convenience that we may ask a current fisher to move elsewhere without issues.

MEMO

Date: August 31, 2022

From: John McNish
City Attorney

Re: County Club Lake

To: Whom it may concern

I have asked to look at the Country Club Lake. There appears to be confusion with respect to the Country Club Lake.

The prior owners entered into an agreement allowing the use of the Lake by the public generally. This agreement has been in affect for over 30 years.

Subsequently, the prior owners dedicated an access to the lake through an access easement. The access easement is contained in the plat of the subject area.

As of today's date, it appears that the Country Club Lake opened to the public by agreement with the prior owners and that access to the Lake has been dedicated to the public by the recording of a plat on March 10, 2015 in Book 2, page 68 in the office of the Marshall County Register of Deeds. The recorded plat contains all of the necessary signatures from city and county officers to accept the plat, including, the dedications contained therein.

Please note that a dedication requires an offer to dedicate and an acceptance of that offer. The preparation of a plat by the prior owners, followed with the recordation of the plat, containing approval of appropriate public officials, generally constitutes offer and acceptance of an area dedicated to public.

CITY OF MARYSVILLE

209 NORTH 8TH ST., MARYSVILLE, KS 66508 ♦ PH: (785) 562-5331 FAX: (785) 562-2449

REGISTER OF DEEDS
 MARIA ROESCH, Register of Deeds
 Book 528 Page: 372-377
 Date Recorded: 7/14/2022 4:38:10 PM
 Total Fees: \$106.00
 CAN of MARYSV.

This document acknowledges the agreements with the landowners surrounding the Country Club Lake which grant permission for public fishing. These agreements with the Marysville Country Club, Kansas Department of Transportation and JoAnn Walcott grant permission for open fishing on their respective properties surrounding the Country Club Lake. These agreements were necessary and provided to the Kansas Department of Wildlife along with a memorandum of understanding dated September 30, 1988, to allow the Kansas Department of Wildlife to manage and stock the lake. The agreements are attached.

The legal descriptions of these properties were:

KDOT-Grant of right of way covering the west 70 feet of the tract herein recorded in Book 255, page 511 of records of the Register of Deeds of Marshall County, Kansas, AND SUBJECT TO: Unrecorded agreement with the State Highway Commission of Kansas, dated December 27, 1935 relative to the lake site and spillway.

NUMBER ✓
 ALPHA ✓
 SCANNED ✓
 PROOF x
 READ/REL

COUNTRY CLUB-Outlots, Acres 74.7, S2 SE4 less Right of way and easement & Track beginning NEC SE SE4 TH S208.7'W208.7'N208.7'E 208.7' to POB section 27 Township 02 Range 07

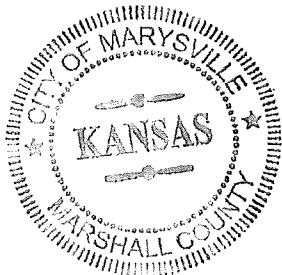
JoAnn Walcott-A track of land in the East 56 acres of the S ½ of the Southwest Quarter of Section 27, in Township 2, south, Range 7, East and described as follows: Beginning at the southeast corner of the South half of the southwest quarter of Section 27, Township 2, south, Range 7, east, thence west on the section line 1845.9 feet, thence in a northerly direction 364 feet, thence in an easterly direction 1847.1 feet to a point on the east line of said South half of the Southwest quarter of section 27, thence in a southerly direction 364 feet to the point of beginning, all as recorded in Survey No. 106G containing 15.43 acres, more or less, less the existing highway.

Lucinda Holle

Lucinda Holle
City Clerk

State of Kansas
County of Marshall

Subscribed and sworn before me on
July 14, 2022.



Samantha J. Ralph 7/14/22

BOOK 528 PAGE 372



City of Marysville

209 North Eighth
Phone 913-562-5331

ONLY PONY EXPRESS
ORIGINAL HOME STATION

Marshall County, Kansas
66508



July 29, 1988

MARYSVILLE

Mr. David Anderson
P. O. Box 205
Frankfort, KS 66427

Dear Dave:


We have received a Memorandum of Understanding from the Kansas Fish & Game Department for the stocking of fish at the Country Club Lake. I've enclosed a copy of the Memo and Mr. Bever's letter.

When I first talked to Mr. Bever about stocking the lake, and since the lake has four property owners, he suggested the city obtain a "Fishing Rights" Agreement from the other three property owners authorizing the City to have the lake stocked by the Fish & Game and agreeing the water would be open to publish fishing. These agreements would have to be signed prior to the City entering into a Memorandum of Understanding with the State.

Could you prepare such a Fishing Rights Agreement for the City? KDOT, Bill Walkcott and the Country Club are the other property owners of the lake. We could prepare the cover letters in this office and mail out the agreements. Also, if there is anything else in the Memorandum of Understanding which you think should be included in the Fishing Rights Agreement, put that in too.

If you have any questions on this, please give me a call.

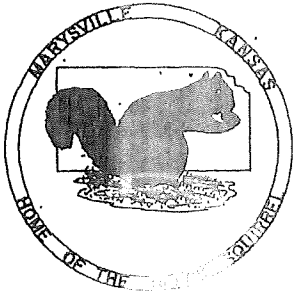
Sincerely,


PAULA HOLLE
City Clerk

Enc.

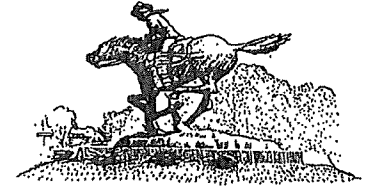
BOOK 528 PAGE 373

The Pony Express City



City of Marysville

209 North Eighth
Marysville, Kansas 66508



PONY EXPRESS COUNTRY

Telephone (913) 562-5331

August 15, 1988

Sacramento

MARYSVILLE

St. Joseph

Nila Spencer and JoAnn Walcott
c/o JoAnn Walcott
700 North 12th
Marysville, KS 66508

Dear Mrs. Walcott:

In early June, the Kansas Department of Wildlife and Parks sampled the fish population in the lake north of U.S. Highway 36 which is jointly owned by four landowners: The Marysville Country Club, the Kansas Department of Transportation, Nila Spencer and JoAnn Walcott, and the City of Marysville. The fish sampling shows a deficiency in channel catfish.

In an effort to improve fishing in the lake, the City of Marysville desires to enter into an agreement with the Kansas Department of Wildlife and Parks to stock additional channel catfish and to provide for lake fishery management thereafter. In order to execute this agreement, the City of Marysville needs an agreement with the other landowners that the lake waters will be open to public fishing.

Please convey your thoughts in regard to this project by signing the bottom portion of this letter and returning to City Clerk Paula Holle, 209 North Eighth Street, Marysville, KS 66508 at your earliest convenience.

Very truly yours,

David H. Anderson
City Attorney

DHA:nw

I do do not have any objections to the City of Marysville entering into an agreement with the Kansas Department of Wildlife and Parks to stock channel catfish and provide lake fishery management in the lake described above which will be open to public fishing.

JoAnn Walcott

JoAnn

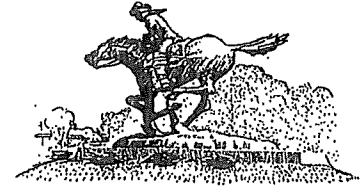
BOOK 528 PAGE 374

Board Directors
City of Marysville

new
yes



209 North Eighth
Marysville, Kansas 66508



PONY EXPRESS COUNTRY

Telephone (913) 562-5331

August 15, 1988

Sacramento

MARYSVILLE

St. Joseph

Board of Directors
Marysville Country Club
Route 2
Marysville, KS 66508

Gentlemen:

In early June, the Kansas Department of Wildlife and Parks sampled the fish population in the lake north of U.S. Highway 36 which is jointly owned by four landowners: The Marysville Country Club, the Kansas Department of Transportation, Nila Spencer and Joann Walcott, and the City of Marysville. The fish sampling shows a deficiency in channel catfish.

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Very truly yours,

David H. Anderson
City Attorney

DHA:nw

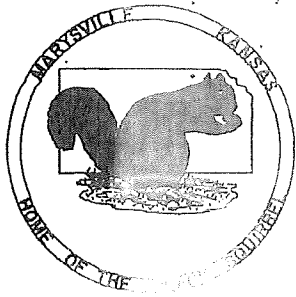
We wish to maintain the Golf Course side as no fishing allowed due to the chance of being hit by a golf ball & because of being a private club

We do do not have any objections to the City of Marysville entering into an agreement with the Kansas Department of Wildlife and Parks to stock channel catfish and provide lake fishery management in the lake described above which will be open to public fishing.

Marysville Country Club
Marysville Country Club

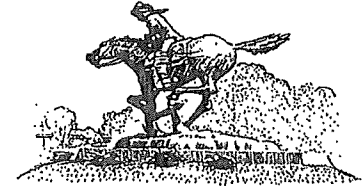
Debra C. Sells
secretary-treasurer

BOOK 528 PAGE 375



City of Marysville

209 North Eighth
Marysville, Kansas 66508



PONY EXPRESS COUNTRY

Telephone (913) 562-5331

August 15, 1988

Sacramento
★

★
MARYSVILLE St. Joseph

Kansas Department of Transportation
Attn: Sandy Tommer, District Engineer
P. O. Box 80
Wenago, Kansas 66547

Dear Ms. Tommer:

In early June, the Kansas Department of Wildlife and Parks sampled the fish population in the lake north of U.S. Highway 36 which is jointly owned by four landowners: The Marysville Country Club, the Kansas Department of Transportation, Nila Spencer and Joann Walcott, and the City of Marysville. The fish sampling shows a deficiency in channel catfish.

In an effort to improve fishing in the lake, the City of Marysville desires to enter into an agreement with the Kansas Department of Wildlife and Parks to stock additional channel catfish and to provide for lake fishery management thereafter. In order to execute this agreement, the City of Marysville needs an agreement with the other landowners that the lake waters will be open to public fishing.

Please convey your thoughts in regard to this project by signing the bottom portion of this letter and returning to City Clerk Paula Holle, 209 North Eighth Street, Marysville, KS 66508 at your earliest convenience.

Very truly yours,

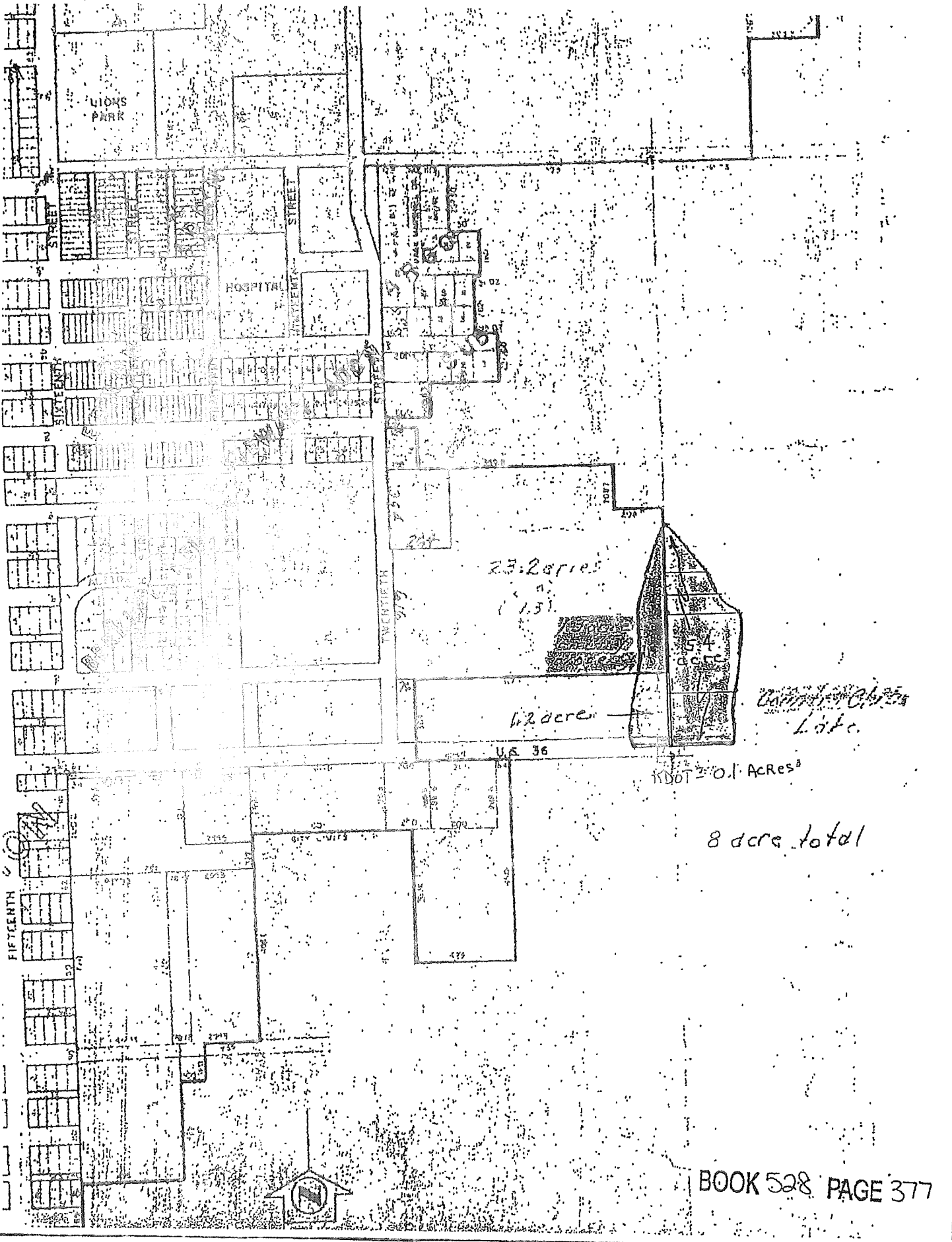
David H. Anderson
City Attorney

DHA:nw

I do do not have any objections to the City of Marysville entering into an agreement with the Kansas Department of Wildlife and Parks to stock channel catfish and provide lake fishery management in the lake described above which will be open to public fishing. As long as there is no encroachment of pedestrian traffic along the roadway causing interruption or danger to the traveling public along US-36.

Kansas Department of Transportation

BOOK 528 PAGE 376



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

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

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

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

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

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

12. The Cooperator understands that the land will be periodically inspected by Department personnel for the purposes of monitoring anglers' conduct and to otherwise enforce all wildlife and parks laws, and other laws of the state (for this latter purpose the Contracted land shall be deemed to be Department controlled land), and that the Cooperator, as a property owner may assert immunity pursuant to K.S.A. 58-3201, et seq., for events arising from the access permitted by this Contract.

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

14. Equal opportunity to participate in and benefit from the Kansas Department of Wildlife and Parks program described herein is available to all persons regardless of race, color, national origin or ancestry, religion, age, sex, or disability. Complaints of discrimination should be sent to the Office of Secretary, Kansas Department of Wildlife and Parks, 1020 S. Kansas, Suite 200, Topeka, Kansas 66612.

15. All contracts are made in part under the CWA 35,606 U.S. Sportfish Restoration Act. The Cooperator, by signing, agreed to comply with all applicable state, federal, and local laws, regulations, ordinances, guidelines, and requirements pertaining to this program.

16. The Cooperator certifies by contract signature that any Cooperator/Payee is not presently debarred, suspended, proposed for debarment, debarred, ineligible or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency.

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

Charles Power
District Biologist Date
5800 S. River Road
Address
Manhattan, KS. 66502
City
785-539-7941
Telephone Number

J. C. Edwards 12-27-04
Cooperator's Signatures Date
Assistant Secretary for Operations Date

3

SLOAN, EISENBARTH, GLASSMAN, McENTIRE & JARBOE, L.L.C.

Arthur A. Glassman
 James R. McEntire
 Alan V. Johnson
 Gregory A. Lee
 Vernon L. Jarboe
 *Stephen D. Lanterman
 Brian M. Jacques
 Shaye L. Downing
 Michael S. Heptig
 Danielle N. Davey
 Aaron R. Bailey
 Allison Maxwell Hibler
 Ryan M. Brungard
 Tai J. Vokins
 *Rebecca M. Henderson
 *Emily A. Hartz
 Michael J. Duenes
 Robert S. Maxwell

Retired:
 Martha A. Peterson

Deceased:
 Myron L. Lstrom
 James W. Sloan
 Louis F. Eisenbarth

All admitted in Kansas
 *Admitted in Nebraska
 *Admitted in Missouri

from (Vern) our attorney
to John McNish

Reply to Topeka Office

September 16, 2022

John McNish
 Bolton & McNish LLC
 916 Broadway St.
 Marysville, KS 66508

Re: Vallery and Steve Prell / City of Marysville Lake

Dear John:

This letter is to advise that I represent Vallery and Steve Prell. They have provided me with information indicating that the City of Marysville asserts the right to give public access along their property to an adjoining lake. Information available to me indicates the lake is owned by multiple parties and so I would agree it likely that members of the public if they can gain legal access to the surface of the water would have the right to the surface. However, I have seen nothing which grants pedestrian or vehicular access along the lake frontage from the Prell property.

It is my understanding that a 1988 document in which various owners of the land around the lake agreed to allow access was recorded against their title after their closing. Further, the previous owner gave them no indication that such an access easement existed. I have seen a plat filed in 2020 which indicates a north south easement of 30 feet in width across their property but that easement is not next to the surface of the lake. I am not certain that that easement even grants pedestrian access but if it arguably does by the statement in the document about access then it would be access at some distance remote from the frontage on the water. To the extent that members of the public are currently accessing the Prells property under a belief that the City of Marysville has given them permission then that would constitute a trespass and an intentional tort against the Prells.

If there is some other document which you believe would grant the public access along the water frontage then please share that with me. If my understanding is correct then the City of Marysville's effort to grant members of the public access along the Prell frontage would amount to an inverse condemnation and the Prells could pursue that as a claim of damages against the City of Marysville and get their attorney fees awarded in the process. My direction is to try to find an amicable resolution to this matter. I look forward to hearing from you soon.

Sincerely,



Vernon L. Jarboe

VLJ/tg
 cc: Vallery and Steve Prell - via email

Sloan Law Firm

Topeka Office:

534 S. Kansas Avenue
 Suite 1000
 Topeka, KS 66603-3456
 (785) 357-6311
 (785) 357-0152 (Fax)

Lawrence Office:

831 Massachusetts
 Suite B
 PO Box 766
 Lawrence, KS 66044
 (785) 842-6311
 (785) 842-6312 (Fax)

www.sloanlawfirm.com

FOULSTON

ATTORNEYS AT LAW

Jay F. Fowler
jfowler@foulston.com
Phone: 316.291.9541

1551 N. WATERFRONT PARKWAY, SUITE 100
WICHITA, KS 67206-4466

RECEIVED

OCT 13 2022

SLOAN, EISENBARTH, GLASSMAN,
MCENTIRE & JARBOE, L.L.C.

October 11, 2022

Sloan, Eisenbarth, Glassman, McEntire & Jarboe
Attn: Vernon L. Jarboe
534 S. Kansas Ave., Suite 1000
Topeka, KS 66603

Re: Steve and Vallery Prell/City of Marysville

Dear Vernon: - our attorney

I have been asked by the City of Marysville to represent the city in connection with the Marysville Lake matter. You are correct that the city asserts a public right of access along the shoreline of the lake that adjoins the Prell property. The lake has been utilized by the public since the 1930s and since 1988 has been the subject of a Public Access Agreement related to fishing rights. I know from your letter that you are aware of that agreement.

There are plats filed of record in 2020 and 2015 showing a 30-foot "public utility and access easement" along the shoreline of the lake that applies to the Prell property. The "access easement" referenced in the plat ought to be unambiguous given the historical use of the property, but the fact that it was recorded shows that the right of access has been recognized, which is entirely consistent with the now 80+ year history of the lake.

Given the history of the lake, the acknowledgment of the right of public access by prior owners, and the recorded plats, the City of Marysville believes that there are easement rights that allow members of the public access along the shoreline that faces the Prell property. We believe the existing documentation is sufficient to establish the easement right, but Kansas also recognizes easements by implication and easements by prescription. Both of those doctrines support the same right of access.

We were surprised by the reference in your letter that the Prells were not aware of the existence of the easement. While we don't know what the previous owner told the Prells, we know that Vallery Prell is a realtor and that she showed the property before the Prells purchased it, and that during that process she reportedly told potential buyers of the use of the lake and the existence of the easement.

In any event, your letter suggests your clients want an amicable resolution. The city is of the same mind. There is no reason that vehicular access should be allowed (unless for lake maintenance), and it may be possible to fence the easement or post a sign indicating the location of the easement and that it should be used only for lake access. We invite discussions on this subject.

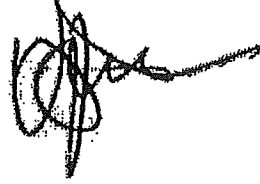
Member
LexMundi
WILSON TAYLOR
FLETCHER SMITH

CDCCI
INDEPENDENT MEMBER

Page 2

Sincerely,

FOULSTON SIEFKIN LLP

A handwritten signature in black ink, appearing to read "JF Fowler", with a long horizontal flourish extending to the right.

Jay F. Fowler

JFF/mg

CC: John McNish via email

SLOAN, EISENBARTH, GLASSMAN, McENTIRE & JARBOE, L.L.C.

Arthur A. Glasman
James R. McEntire
Alan V. Johnson
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Michael J. Duenes
Robert S. Maxwell
Joshua H. Welch

Retired:
Martha A. Peterson

Deceased:
Myron L. Lisstrom
James W. Sloan
Louis F. Eisenbarth

All admitted in Kansas
+Admitted in Nebraska
*Admitted in Missouri

Reply to Topeka Office

November 1, 2022

VIA EMAIL ONLY TO: jfowler@foulston.com

Jay Fowler
Foulston Siefkin LLP
1551 N. Waterfront Parkway, Ste 100
Wichita, KS 67206

Re: Prell and Schrater - Marysville Lake

Dear Mr. Fowler:

There are several factual inaccuracies in your letter. The easement you point to is "not" at all adjacent to the lake. It runs at a substantial distance away from the lake shore. This land was originally platted in 2015 and then replatted in 2020 and neither plat makes reference to an easement. The utility easement exists for utilities only and access easement for utilities only per verbiage in the utility easement. The utility easement was filed prior to 2015 & 2020 plat maps and prior to purchase of Prell & Schrater properties. The surveyed utility easement starts approximately 25-30 feet west of the shoreline.

My clients denied telling anyone anything about fishing rights basically because they were entirely unaware any fishing rights existed. My client thinks it ridiculous that they would fence off an easement which doesn't run along the shoreline. In effect fencing the easement off would prohibit my clients from getting to the lake themselves.

At the closing table, Joanne Wolcott signed an affidavit, according to my clients, indicating that there were no interests held by anyone else. When this issue blew up in front of the City in more recent times, Joanne Wolcott said she did not remember signing anything even though a signature on her behalf seems to exist. However, nothing seems to have been recorded.

The City did record an agreement after the fact. I am enclosing a couple of photographs which show the easement marked by string and flags. My clients were able to find surveying pins placed by surveyors over the course of time that clearly marked the easement. The 1988 agreement states that the previous owners would allow the State to stock fish in the lake and allow access to the water's surface, as in a boat. The agreement does not state that access is allowed to land. The agreement does not state that the agreement would pass to future landowners. The 1988 agreement was not filed and recorded as a public record until two years after the Prells and Schraters purchased their properties, and it was coincidentally recorded the same day as my clients' first meeting with the Parks & Rec. Committee. The city added their own 2022 verbiage to this filing.

Sloan Law Firm

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Suite 1000
Topeka, KS 66603-3456
(785) 357-8311
(785) 357-0152 (Fax)

Lawrence Office:

831 Massachusetts
Suite B
PO Box 768
Lawrence, KS 66044
(785) 842-8311
(785) 842-8312 (Fax)

www.sloanlawfirm.com

I have not seen an easement which purports to grant public access. The easement described by the flags is a sewer easement which grants typical ingress opportunities for the holder of the easement for purposes of maintaining, repairing and replacing a sewer line. Even if that easement did allow public access it would not be public access next to the lake.

Finally, the land as it existed at the time my clients purchased it was covered completely by deep grass, saplings and brush. My clients, at substantial personal effort and expense, cleared those items from the land, which seems to have made it attractive to members of the public. Prior to acquisition, my clients land bore no evidence that members of the public were utilizing any portion of their land for access to the lake.

Sincerely,

/s/Vernon L. Jarboe electronically MJD

Vernon L. Jarboe
vjarboe@sloanlawfirm.com

VLJ/tg

cc: Steve and Vallery Prell – *via email*
Kris Schrater – *via email*

Sloan Law Firm

Topeka Office:

534 S. Kansas Avenue
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Topeka, KS 66603-3458
(785) 357-6311
(785) 357-0152 (Fax)

Lawrence Office:

831 Massachusetts
Suite B
PO Box 766
Lawrence, KS 66044
(785) 842-6311
(785) 842-6312 (Fax)

www.sloanlawfirm.com

email our attorney recieved and forwarded
to us.

From: Vernon L. Jarboe <VJarboe@sloanlawfirm.com>;
To: KRIS SCHRATER <schraterusmc03@gmail.com>, Steve Prell
<stevenprell@yahoo.com>, vallery@bluevalley.net
Sent: Sat, 05 Nov 2022 12:51:19 -0400 (EDT)
Subject: response to opposing counsel

I am starting a new thread with this e-mail so that all of you are on the same e-mail. Below you will see the response I gave to opposing counsel with respect to his request that you meet with the city without counsel. Oh

I discussed this with them and while they are generally agreeable to talking about resolution they felt that it is necessary for you to respond to my suggestions about the easement and nonexistence thereof before they enter that meeting. If you disagree and truly believe there is an easement then explain how and why. Right now it looks to me like the city intentionally filed the old agreement after my clients raised issues and in an effort to cloud their title. Further, the city has given permission to the public to go on to my clients land which does not appear to be supported by any documentation.

If we can agree on those points then my clients are generally agreeable with trying to resolve this

email

From: Vernon L. Jarboe VJarboe@sloanlawfirm.com
<mailto:VJarboe@sloanlawfirm.com>.

To: Steve Prell stevenprell@yahoo.com
vallery@bluevalley.net

KRIS SCHRATER schraterusmc03@gmail.com

Cc: Vernon L. Jarboe VJarboe@sloanlawfirm.com

Sent: Wed, 30 Nov 2022 15:35:21 -0500 (EST)

Subject: newest just in

Immediately following is my response - that I have not sent - make sure I am correct.

Below that is opposing counsel comments and attached are the surveys. I do not think the survey shows anything we did not know but you review carefully and let me know.

My response

I will send your written comments and attachments to my clients. You're going to have to be more specific with me because I see nothing in the documents which show an intention that an access easement exists. My clients agree that the lake can be used by members of the public. They do not agree that their land can be used to access the lake. I see nothing in the documentation which is sufficient to establish an easement. Please point me to the language that would give me that sufficient information. My clients agree that the lake itself has been used by members of the public. However, my clients land has never been used by members of the public. When my clients purchased the property the land adjacent to the lake was so overgrown with tall grasses, shrubs and trees that no one could have physically approached the lake. There were no trails for pedestrian traffic and there was nothing that indicated pedestrians had ever accessed the lake from my clients property.

Without a demonstration that there is some documentation which supports the claim of an easement on my clients land adjacent to the water that I believe this is an inverse condemnation and that the city of Marysville will either pay for an easement in a normal fashion or we will file a lawsuit and seek attorneys fees as well as damages for the temporary taking which has occurred so far.

From opposing counsel

your attorney.

We have provided you with the information we currently have available related to the easement issue. The documents show an intention that an access easement exists and that the lake is available for use by the public. We think the documentation is sufficient to establish the easement right and that it fairly applies to your clients given their specific knowledge of access rights and the general knowledge in the community that the lake is available for public use. And our claim of an easement does not rest solely on the documents. The history of the use of the lake by the public gives rise to an easement by implication or prescription.

My letter of October 11 outlines the City's position on the easement. We recognize that the documentation isn't perfect. That's why the City would like to visit with clients about resolving any questions in a definitive way so the issue does not reoccur.

To assist in this discussion the City had a survey done on the property. I just got it today. See attached.

Let us know if your clients want to visit about resolution.

Mr. and Mrs. Prell and Mr. and Mrs. Schrater; *from our attorney to your attorney.*

Vern asked me to email you his last email to Mr. Fowler which was on December 4, 2022, see below:

I have sent your written comments and attachments to my clients. You're going to have to be more specific with me because I see nothing in the documents which show an intention that an access easement exists. I am not familiar with any legal premise for the idea that a community wide belief, if one existed, can ripen into a legal easement. My clients agree that the surface water of the lake can be used by members of the public. They do not agree that their land can be used to access the lake. I see nothing in the documentation which is sufficient to establish an access or pedestrian easement.

The city provided my clients with one page of an apparent multi page agreement with the state wildlife and parks department but I have yet to have that provided to me.

Please point me to the language that would give me that sufficient information. My clients agree that the lake itself has been used by members of the public. However, my clients land was seldom, if ever, used by members of the public. When my clients purchased the property the land adjacent to the lake was so overgrown with tall grasses, shrubs and trees that no one could have easily approached the lake. There were no trails or evidence of pedestrian traffic and there was nothing that indicated pedestrians had ever accessed the lake from my client's property.

Without a demonstration that there is some documentation which supports the claim of an easement on my client's land adjacent to the water that I believe this is an inverse condemnation and that the city of Marysville will either pay for an easement in a normal fashion or we will file a lawsuit and seek attorney fees as well as damages for the temporary taking which has occurred so far.

Your survey supports what we already knew. The sewer easement which allows access for maintenance and operation of the sewer is where we thought it was. The extra boxes on my client's property are not within the easement.

If we receive an apology from the city and acknowledgement that the above is correct by Friday the 9th all will be well and we can discuss damages. If not I will file a declaratory judgment action to end this debate.

Vern

Since my last day is Friday, December 16, 2022, if you have any questions, please contact Vern directly at vjarboe@sloanlawfirm.com

Terry

Terry J. Gurney, Legal Assistant
Sloan, Eisenbarth, Glassman, McEntire & Jarboe L.L.C.
534 S. Kansas Avenue, Suite 1000
Topeka, KS 66603
Phone: 785-357-6311
Fax: 785-357-0152
E-mail: tgurney@sloanlawfirm.com

PRIVILEGED & CONFIDENTIAL

CONFIDENTIALITY NOTICE: This electronic communication originates from the law office of Sloan, Eisenbarth, Glassman, McEntire & Jarboe, LLC, and is covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521. The information contained in this electronic document and any attachments thereto may be a legally privileged and confidential communication intended solely for use by the individual or entity named herein. If the reader of this communication is not the intended recipient, he hereby notified that any dissemination, distribution or duplication of this information is strictly prohibited.

City action from opposing counsel

from your attorney
to our attorney.

stevenprell@yahoo.com

Dec 17 at 10:45 AM

V **Vernon L. Jarboe** <vjarboe@sloanlawfirm.com>
To: Steve Prell <stevenprell@yahoo.com>, vallery@bluevalley.net <vallery@bluevalley.net>,
KRIS SCHRATER <schraterusmc03@gmail.com>

Tell me when you would like to talk next week

Vernon,

Sorry for the delay in getting back to you. I have been in trial all week in Stafford County.

I understand your clients attended to council meeting, so you may know as much as me, but the council is going to move forward with a condemnation related to the easement so that these issues can be put to rest. It is expected that a condemnation resolution will be adopted at the next meeting on December 27.

As you know there was a survey. We ask that your clients not remove the survey stakes.

The City is still willing to talk about resolving this issue, but they want it decided for all time and that's why we will end up with the condemnation proceeding.

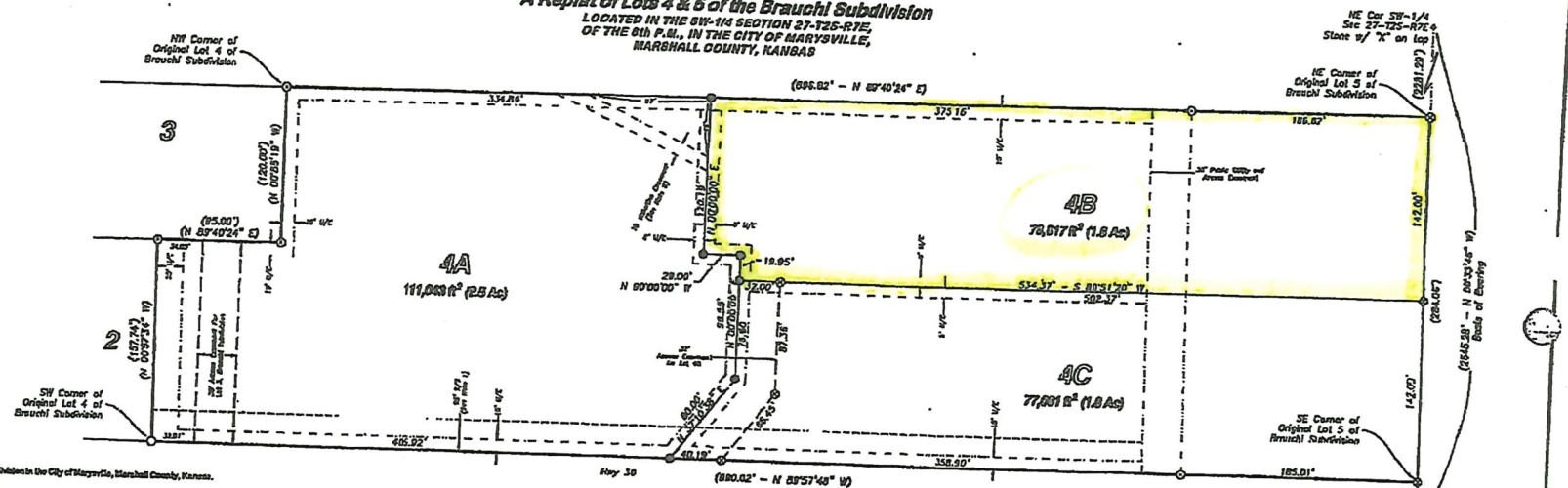
Jay F. Fowler

Get [Outlook for iOS](#)

2020 Plat

Brauchi Heights Subdivision

A Replat of Lots 4 & 5 of the Brauchi Subdivision
 LOCATED IN THE SW-1/4 SECTION 27-125-R7E,
 OF THE 6th P.M., IN THE CITY OF MARYSVILLE,
 MARSHALL COUNTY, KANSAS



TRACT DESCRIPTION:
 Lots 4 & 5 of Brauchi Subdivision in the City of Marysville, Marshall County, Kansas.

OWNER'S DECLARATION
 STATE OF KANSAS, COUNTY OF MARSHALL, ss:
 I, the undersigned, being the owner of record of the land herein described on this plat, and that the undersigned here
 issues of this plat to be conveyed and subdivided as herein set forth. The undersigned also acknowledges the distribution of right-of-way
 and easements to the public consists a conveyance thereof, in trust, for the uses stated, expressed or intended.

Prepared: 2020 Property, LLC
 by **John E. Walcott**
 John E. Walcott

NOTARY DECLARATION
 STATE OF KANSAS, COUNTY OF MARSHALL, ss:
 Do hereby certify that on this 23rd day of Feb. 2020, I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify
 that the foregoing plat, together with the annexed map, was duly presented to the governing instrument at such meeting, approved by the said
 owner and recorded in my office on the 23rd day of Feb. 2020.

Mary Ann Heinen
 Notary Public

SURVEYOR'S CERTIFICATE
 STATE OF KANSAS, COUNTY OF MARSHALL, ss:
 I, the undersigned do hereby certify that I was Licensed Land Surveyor in the State of Kansas as set forth in my certificate of qualification
 and that I am duly qualified to perform the duties of a land surveyor in the State of Kansas as set forth in my certificate of qualification.

Robert A. Roschal
 Robert A. Roschal, L.S.
 1922 Broadway
 Emporia, KS 66801
 Telephone: 620-824-1122

NOTES:
 1) Dotted lines and lines are hereby established as shown. No McGings or structures or any part on thereof, may be located
 within this plat and the street or easement lot.
 2) Existing utility easements shown on this plat are intended to serve Lots 4B and 4C. Exact location to be determined by the owner of the utility.
 3) Reference to Lot 4 and 5 of the Brauchi Subdivision in the City of Marysville, Marshall County, Kansas.

APPROVED BY THE CITY COUNCIL
 STATE OF KANSAS, COUNTY OF MARSHALL, ss:
 The governing body of the City of Marysville has reviewed and accepted this plat as
 meeting the requirements set forth in the City of Marysville Ordinance. The City Clerk
 is hereby giving notice of the City Council's action and the City Clerk's office is hereby
 certifying that the City Council's action is hereby certified.

Approved on this 23rd day of Feb. 2020
 City Clerk, City of Marysville, Kansas
Jocelyn Barnes Lucinda Halle
 City Clerk

APPROVED BY THE REGISTER OF DEEDS
 STATE OF KANSAS, COUNTY OF MARSHALL, ss:
 Do hereby certify that on this 23rd day of Feb. 2020, I, the undersigned, a
 Notary Public in and for the County and State aforesaid, do hereby certify
 that the foregoing plat, together with the annexed map, was duly presented to the
 governing instrument at such meeting, approved by the said owner and recorded in
 my office on the 23rd day of Feb. 2020.

Approved on this 23rd day of Feb. 2020
 Notary Public, County of Marshall, Kansas
Kevin Crome David A. Richardson
 Notary Public

State of Kansas, Marshall County
Martha Roschal, Register of Deeds
 Style 2 Page: 70
 Total Fees: \$36.00

Date Recorded: 2/25/2020 3:22:05 PM
Martha Roschal
 Register of Deeds

APPROVED BY RECORDS CONTROLLER
 STATE OF KANSAS, COUNTY OF MARSHALL, ss:
 I, the undersigned, being the Records Controller of the County of Marshall, Kansas, do hereby
 certify that this plat, together with the annexed map, was duly presented to the
 governing instrument at such meeting, approved by the said owner and recorded in
 my office on the 23rd day of Feb. 2020.

Approved on this 23rd day of Feb. 2020
 Records Controller, County of Marshall, Kansas
Janet K. Wilson

APPROVED BY ENGINEER
 STATE OF KANSAS, COUNTY OF MARSHALL, ss:
 Do hereby certify that on this 23rd day of Feb. 2020, I, the undersigned, a
 Licensed Professional Engineer in the State of Kansas, do hereby certify
 that the foregoing plat, together with the annexed map, was duly presented to the
 governing instrument at such meeting, approved by the said owner and recorded in
 my office on the 23rd day of Feb. 2020.

Approved on this 23rd day of Feb. 2020
 Licensed Professional Engineer, State of Kansas
David A. Richardson
 David A. Richardson, P.E.

APPROVED BY ARCHITECT
 STATE OF KANSAS, COUNTY OF MARSHALL, ss:
 I, the undersigned, being the Architect of the County of Marshall, Kansas, do hereby
 certify that this plat, together with the annexed map, was duly presented to the
 governing instrument at such meeting, approved by the said owner and recorded in
 my office on the 23rd day of Feb. 2020.

Approved on this 23rd day of Feb. 2020
 Architect, County of Marshall, Kansas
Graig Olsen

APPROVED BY SURVEYOR
 STATE OF KANSAS, COUNTY OF MARSHALL, ss:
 I, the undersigned do hereby certify that I was Licensed Land Surveyor in the State of Kansas as set forth in my certificate of qualification
 and that I am duly qualified to perform the duties of a land surveyor in the State of Kansas as set forth in my certificate of qualification.

Approved on this 23rd day of Feb. 2020
 Licensed Land Surveyor, State of Kansas
David A. Richardson
 David A. Richardson, L.S.

APPROVED BY ENGINEER
 STATE OF KANSAS, COUNTY OF MARSHALL, ss:
 Do hereby certify that on this 23rd day of Feb. 2020, I, the undersigned, a
 Licensed Professional Engineer in the State of Kansas, do hereby certify
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 my office on the 23rd day of Feb. 2020.

Approved on this 23rd day of Feb. 2020
 Licensed Professional Engineer, State of Kansas
David A. Richardson
 David A. Richardson, P.E.

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 governing instrument at such meeting, approved by the said owner and recorded in
 my office on the 23rd day of Feb. 2020.

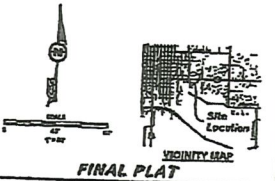
Approved on this 23rd day of Feb. 2020
 Architect, County of Marshall, Kansas
Graig Olsen

LEGEND

- △ Found Section Corner (underfoot)
- Found Monument
- 6" iron pipe with yellow plastic cap, (CONCRETE POST)
- Found Iron nail
- 1/2" iron pipe with pink plastic cap, (PVC/CEX. PIPE)
- Old Monument
- 1/2" x 1/2" iron with pink plastic cap, (CONCRETE PIPE)
- Calculated Corner (staking out)

Symbol or color of:

- Measured Distance and / or Bearing
- Revised Distance and / or Bearing (see table)
- Surveyed Tract Boundary
- Lot Line
- Assessors Easement Line
- Building setback Line
- Utility Easement Line



FINAL PLAT

BRAUCHI HEIGHTS SUBDIVISION
 A REPLAT OF LOTS 4 & 5 OF THE BRAUCHI SUBDIVISION
 IN THE SW-1/4 SECTION 27-125-R7E, OF THE 6th P.M., IN
 THE CITY OF MARYSVILLE, MARSHALL COUNTY, KANSAS

**ENGINEERS
 ARCHITECTS
 SURVEYORS**
 110 West 10th Street, Marysville, Kansas 66506
 Phone: 620-824-1122

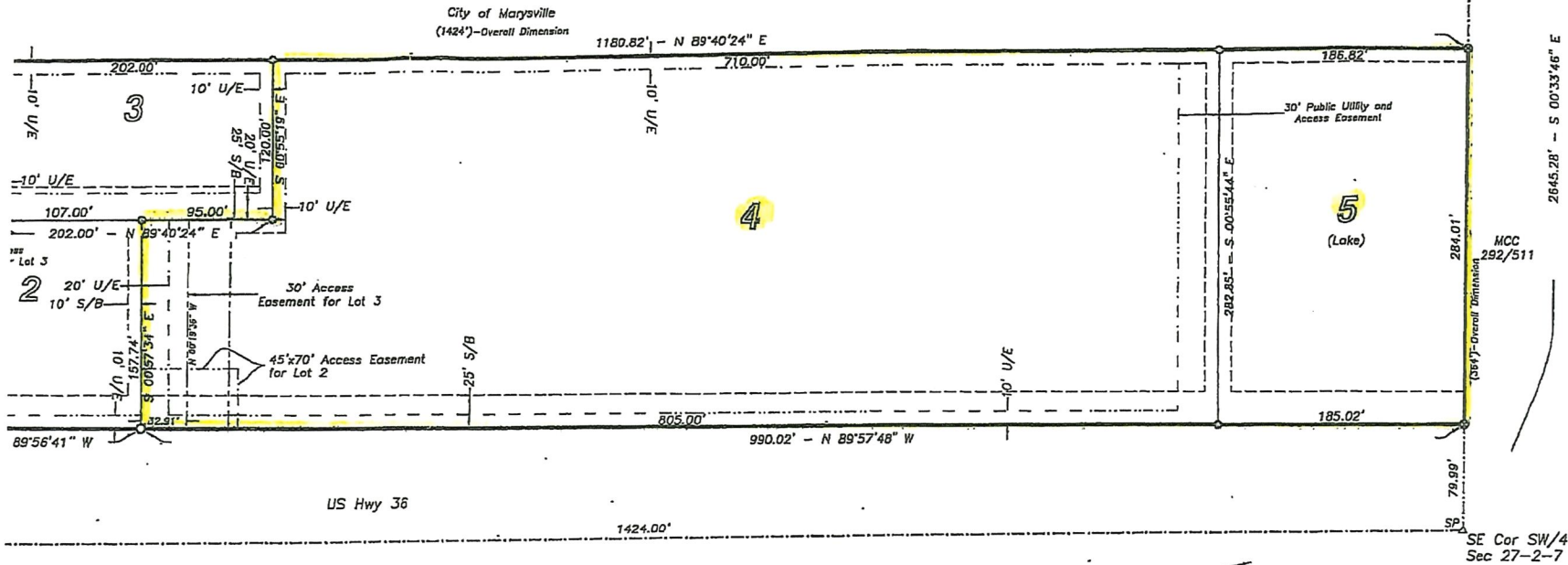
4

2015 ~~RE~~ Plat

BRAUCHI SUBDIVISION

LOCATED IN THE SW-1/4 SECTION 27-T2S-R7E,
OF THE 6th P.M., IN THE CITY OF MARYSVILLE,
MARSHALL COUNTY, KANSAS

NE Cor SW/4
Sec 27-2-7



2636.16' - S 89°39'39" W - Basis of Bearing

CERTIFICATE OF THE CITY COUNCIL

STATE OF KANSAS, COUNTY OF MARSHALL, ss:
The governing body of the City of Marysville has reviewed and accepted this plat as meeting the requirements set out by the City's subdivision regulations. The final plan as accepted and public dedications, easements and rights-of-way are accepted by the City of Marysville.

I acknowledge on this ___ day of _____, 20__.

City Council, City of Marysville, Kansas

Teris Grund, Mayor

Debbie Price, City Clerk

TRANSFER OF RECORD CERTIFICATION

STATE OF KANSAS, COUNTY OF MARSHALL, ss:
Entered on Transfer Record of Marshall County, Kansas on this ___ day of _____, 20__.

County Clerk

PAYMENT OF TAXES CERTIFICATION

STATE OF KANSAS, COUNTY OF MARSHALL, ss:
County Treasurer Certification: I hereby certify that there are no delinquent general taxes, no unpaid forfeited taxes and no redeemable tax sales against any of the land included in this plat.

County Treasurer

ZONING ADMINISTRATOR CERTIFICATION

STATE OF KANSAS, COUNTY OF MARSHALL, ss:

SURVEYOR'S CERTIFICATE

STATE OF KANSAS, COUNTY OF MARSHALL, ss:
I, the undersigned do hereby certify that I am a Licensed Land Surveyor in the State of Kansas with experience in land surveying, that the heretofore described property was surveyed by me, or under my supervision in April 2015.

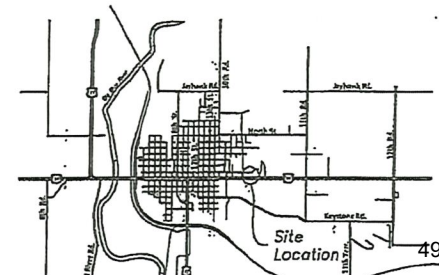
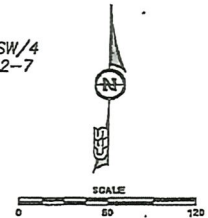
Given under my hand and seal this ___ day of _____, 20__.

By: Robert A. Paschal, LLS#1385
CES Group P.A.
1102 Broadway
Marysville, KS 68508
785-582-9148

REVIEW SURVEYOR'S CERTIFICATE

This survey has been reviewed and approved for filing pursuant to and in compliance with K.S.A. 58-2005 and K.A.R. 86-12-1. No other warranties are extended or implied.

Approved by: Steven J. Cocharz, RLS #859 Date: _____



NON-EXCLUSIVE EASEMENT

For and in consideration of One Dollar and Other Valuable Consideration, the receipt of which is hereby acknowledged, the undersigned Grantors do hereby grant, convey and warrant unto:

THE CITY OF MARYSVILLE, MARSHALL COUNTY,
KANSAS, A MUNICIPAL CORPORATION;

hereinafter referred to as "Grantee", its successors, assigns and lessees, the right, privilege and easement to lay, construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a sewer line, and other equipment appurtenant thereto for the transportation of sewage in, under, upon, across, over and through certain lands owned by Grantors situated in Marshall County, Kansas, and described as:

See Exhibit "A" attached hereto and made a part hereof;

together with the right of ingress and egress from the above described land and contiguous land owned by Grantors. In exercising its right of access, Grantee shall whenever practicable, use existing roads or lanes.

Grantee may be made a part of a special sewer improvement district and shall pay no more than \$7,000 which may be paid under the same terms and conditions as other members of said district.

Grantee shall repair any physical damage to property of Grantors on account of construction or maintenance.

Grantors, their heirs, assigns and lessees may use and enjoy the above-described land, provided such use shall not interfere with the uses and purposes thereof herein granted to Grantee.

This grant shall be binding upon the heirs and assigns of the undersigned.

Dated this 2nd day of Sept., 1999.

JoAnn Walcott
JoAnn Walcott

William Walcott
William Walcott

Nila Jean Spencer
Nila Jean Spencer

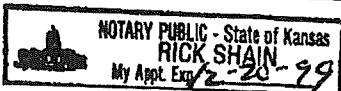
Dr. Jerry Spencer
Dr. Jerry Spencer

STATE OF KANSAS, MARSHALL COUNTY, SS:

The foregoing instrument was acknowledged before me this 2nd day of September 1999, by JoAnn Walcott and William Walcott.

[Signature]
Notary Public

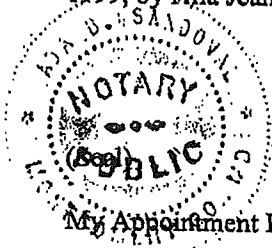
(Seal)
My Appointment Expires: 12-20-99



BOOK 402 PAGE 318

STATE OF MARYLAND MONTGOMERY COUNTY, SS:

The foregoing instrument was acknowledged before me this 4 day of SEPTEMBER 1999, by Nila Jean Spencer and Dr. Jerry Spencer, her husband.



Ada Sandoval
Notary Public

ADA B. SANDOVAL
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 10, 2001

My Appointment Expires: _____.

Exhibit "A" - Easement

**Walcott-Spencer Tract (Revised 8/20/99)
Non-exclusive Sewer Easement;**

A non-exclusive 30 foot wide easement that is generally described as being 15 feet on each side of the sewer as planned and described as follows;

A tract of land in the South Half of the Southwest Quarter of Section 27; T2S; R7E; Beginning at a point which is 81.44 feet North and 221 feet West of the Southeast corner of Southwest Quarter of said Section 27; T2S; R7E, said point being on the north Right of Way line of US Highway 36; thence North for 282.6 feet to the property line; thence East for 30 feet; thence South for 260 feet; thence Southeasterly for 24.9 feet to the Right of way line; thence West for 42.3 feet to the point of beginning.

Temporary Construction Easement.

A temporary 35 foot wide construction easement that is adjacent to and West of the Non-exclusive Sewer Easement, which is described as follows;

A tract of land in the South Half of the Southwest Quarter of Section 27; T2S; R7E; Beginning at a point which is 81.44 feet North and 221 feet West of the Southeast corner of Southwest Quarter of said Section 27; T2S; R7E, said point being on the north Right of Way line of US Highway 36; thence North for 282.6 feet to the property line; thence West for 35 feet; thence South for 282.6 feet to the Right of way line; thence East for 35 feet to the point of beginning.

NUMBER
ALPHA
COPIED
FILMED
PROGF
ORIG. COMP

State of Kansas
Marshall County
FILED AND RECORDED

MAR 27 2000

8:30 A.M.
Book 402 Page 320
Linda Finckham
Register of Deeds \$10.00
L. Mysul



BOOK 402 PAGE 320

OWNER'S AFFIDAVIT

(PLEASE FILL IN ALL THE BLANKS**)**

The undersigned affiant, in consideration of selling or mortgaging the real estate described below and in consideration of First American Title Insurance Company ("the company") insuring an interest in or title to the real estate described herein, and being first duly sworn on oath, depose(s) and state(s) as follows:

- 1. That the affiant is the owner of the real estate legally described in Commitment No. 2020-246 and commonly known as: Lot 4B of Brauchi Heights Subdivision, a Replat of Lots 4 and 5 of the Brauchi Subdivision, in the City of Marysville, Marshall County, Kansas – 1040 Pony Express Hwy, Marysville, KS 66508 ("the real estate").
- 2. That the affiant is of legal age, and has not been divorced since acquiring an interest in the real estate and has never been known by any other name than that used herein in the past ten years, except as follows:

NOTE: This paragraph applies only to individuals.

- 3. That the affiant has had an ownership interest in the real estate described herein continuously for the last _____ years and _____ months.
- 4. That no proceedings in bankruptcy or receivership have been instituted by or against the affiant within the last ten years, and the affiant has never made an assignment for the benefit of creditors, except as follows:

- 5. That there is no action pending in any state or federal court in the United States to which the affiant is a party nor, except as will be fully paid off at closing, is there any state or federal court judgment, state or federal lien of any kind against the affiant which would constitute a lien or charge upon the real estate, except as follows: _____
- 6. That, except as disclosed on the above commitment, there are no unrecorded easements, party walls, agreements or rights-of way which encumber the real estate, except as follows:

- 7. That, except as will be fully paid off at closing, there are not any delinquent real estate taxes or unpaid current real estate taxes, nor any pending or levied assessments on the real estate, including but not limited to those for trees, sidewalks, streets, sewers and water lines, except as follows:

- 8. That the affiant is in sole possession of the real estate, and that no other party has possession, or has right of possession under any tenancy, lease or other agreement, written or oral, except as follows:

- 9. That no labor, services or materials have been furnished in the erection, alteration, repair or removal of a building or structure upon the real estate during the last 9 months, except as follows:

- 10. That no improvements, repairs, alterations or charges are to be made in, on, or about the real estate, which will be financed in whole or in part by proceeds of the indebtedness secured by the mortgage to be insured; except as follows: _____
- 11. That, except as will be fully paid off at closing, there are not any unpaid bills or claims for labor, services, or materials, nor any improvement or repair contracts, home improvement loans, recorded or unrecorded deeds of trust, mortgages, chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, agreements not to sell or encumber, financing statements, or personal property leases which affect the real estate or which affect any fixture, appliances, or equipment now installed in or on the real estate, except as follows: _____

12. That any Home Equity Line of Credit will no longer be used and all checks and/or credit cards associated with the amount have or will be destroyed, and that the account has been closed.
13. That the affiant has been in undisturbed possession of the real estate and is familiar with its physical characteristics and has no knowledge or notice of any claim of ownership or other interest by any other person in all or any part of the real estate, including but not limited to any boundary line disputes or disagreements which may affect the size or location of improvements on the real estate or the size or location of improvements (e.g.: fences, driveways) on neighboring property, and has no knowledge of any encroachments or improvements which affect the real estate or improvements thereon, except as follows:

14. That unlimited legal access exists to the property.
15. That there is no evidence apparent from any inspection of the real estate which indicates the existence of old roads, lanes, or paths crossing the real estate, and affiant has not observed, and is not aware of, any party who regularly crosses over any part of the real estate, except as follows:

16. That there are no brooks, streams, rivers, ponds, lakes or other bodies of water located on or bordering the real estate, except as follows:

17. The affiant has examined a certain survey of the real estate (if applicable, a copy is attached hereto), surveyed by _____ and dated _____ and:
 - a. No exterior alterations have been made to the buildings shown on said survey.
 - b. No additional alterations or additions or improvements have been constructed on the real estate.
 - c. This survey reflects the current status of the real estate, including fences and driveways both on the real estate and, if in close proximity to the real estate, on adjoining property.
18. That all common expense assessments and special assessments currently assessed against the real estate (including but not limited to those assessed by cities, levee districts and neighborhood improvement districts) have been paid.
19. That there is no "right of first refusal" or other restriction on the sale of the real estate which have not been waived.

The undersigned makes this affidavit for the purpose of inducing the Company to issue a policy of title insurance, knowing that it will rely on the truth of the statements made herein, and expressly agrees to indemnify and hold harmless the Company from any and all loss including but not limited to attorney's fees and legal costs, arising from any inaccuracies contained herein.

Spencer-Walcott Properties, LLC

By _____
JoAnn E. Walcott, Managing Member - Owner

State of _____, County of _____, ss:

This document was acknowledged before me, a notary public, on _____, by:
JoAnn E. Walcott, Managing Member of Spencer-Walcott Properties, LLC

My appointment expires:

Notary Public

SURVEY AFFIDAVIT

JoAnn E. Walcott, Managing Member of Spencer-Walcott Properties, LLC, state under oath:

1. That the statements in this affidavit are true to the best of our knowledge, information and belief.
2. We are the present fee simple owners of property located at 1040 Pony Express Hwy, Marysville, KS 66508, commonly known as the following described property:

Lot 4B of Brauchi Heights Subdivision, a Replat of Lots 4 and 5 of the Brauchi Subdivision, In the City of Marysville, Marshall County, Kansas.
3. Location of Improvements. Deponent further states that all of the improvements located on the Subject Property are within the limits of the Subject Property, that the lines and corners of the Subject Property are clearly marked, and that Deponent has no knowledge of any dispute or controversy as to said lines or corners.
4. Easements. No other persons have any right to use this property, except for the rights of utility companies to use this property along the road or for the purpose of serving the property. No other persons have the right of joint or separate use of any driveway, stairway, walk or path on or across the property. Deponent further states that there has been no violation of any restrictive covenants imposed on the Subject Property.
5. Reliance. We are aware that the Lender and Title Insurer rely on our truthfulness and the statements made in this affidavit.

JoAnn E. Walcott, Managing Member

STATE OF _____, COUNTY OF _____, ss:

The foregoing instrument as signed, sworn to and acknowledged before me this ___ day of _____, 2020 by JoAnn E. Walcott, Managing Member of Spencer-Walcott Properties, LLC.

Notary Public

My Appointment Expires: _____

Re: Questions on the Marysville Country Club Lake

stevenprell@yahoo.com



Sprenkle, Ely [KDWP] <ely.sprenkle@ks.gov>
To: steve prell <stevenprell@yahoo.com>
Cc: Vallery Prell <vallery@bluevalley.net>, KRIS SCHRATER <schraterusmc03@gmail.com>

email
between us / Ely
and our attorney

Dec 22 at 9:56 AM

Good morning Steve. As per our conversation, here is my statement on the matter.

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

Attached is the proposed contract with the city that is considered public knowledge by KDWP.

Ely Sprenkle
Manhattan District Fisheries Biologist
Kansas Department of Wildlife & Parks
5800A River Pond Road
Manhattan, KS 66502
(785) 539-7941

From: steve prell <stevenprell@yahoo.com>
Sent: Thursday, December 22, 2022 9:07 AM
To: Sprenkle, Ely [KDWP] <Ely.Sprenkle@KS.GOV>
Cc: Vallery Prell <vallery@bluevalley.net>; KRIS SCHRATER <schraterusmc03@gmail.com>
Subject: Re: Questions on the Marysville Country Club Lake

EXTERNAL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good morning.

Hope you're staying warm.

We are just doing a follow-up about the Marysville Country Club Lake.

Checking to see about an upcoming email from you.

Thanks

On Wednesday, December 21, 2022 at 12:36:28 PM CST, steve prell <stevenprell@yahoo.com> wrote:

That works.

Thank you

On Wednesday, December 21, 2022 at 12:34:28 PM CST, Sprenkle, Ely [KDWP] <ely.sprenkle@ks.gov> wrote:

Sounds good, I will give you a call at 2:30 then.

Ely Sprenkle
Manhattan District Fisheries Biologist
Kansas Department of Wildlife & Parks
5800A River Pond Road
Manhattan, KS 66502
(785) 539-7941

From: steve prell <stevenprell@yahoo.com>
Sent: Wednesday, December 21, 2022 12:30 PM
To: Sprenkle, Ely [KDWP] <Ely.Sprenkle@KS.GOV>
Cc: Vallery Prell <vallery@bluevalley.net>; KRIS SCHRATER <schraterusmc03@gmail.com>
Subject: Re: Questions on the Marysville Country Club Lake

EXTERNAL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Can we plan on 2:30 today?

On Wednesday, December 21, 2022 at 12:27:10 PM CST, Sprenkle, Ely [KDWP] <ely.sprenkle@ks.gov> wrote:

Steve, I apologize for the delay. I am available the rest of today except 1-2pm. In addition, I am wide open tomorrow if that works better for you. Let me know what time is best and I will plan around that.

Ely Sprenkle
Manhattan District Fisheries Biologist
Kansas Department of Wildlife & Parks
5800A River Pond Road
Manhattan, KS 66502
(785) 539-7941

From: steve prell <stevenprell@yahoo.com>
Sent: Wednesday, December 21, 2022 8:39 AM
To: Sprenkle, Ely [KDWP] <Ely.Sprenkle@KS.GOV>
Cc: Vallery Prell <vallery@bluevalley.net>; KRIS SCHRATER <schraterusmc03@gmail.com>
Subject: Re: Questions on the Marysville Country Club Lake

EXTERNAL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

If we could schedule a time, it would be helpful for my wife and I to be together during our conversation.

Thanks

On Wednesday, December 21, 2022 at 08:21:25 AM CST, steve prell <stevenprell@yahoo.com> wrote:

Yes, that will work.

Thank you

On Wednesday, December 21, 2022 at 08:03:46 AM CST, Sprenkle, Ely [KDWP] <ely.sprenkle@ks.gov> wrote:

Good morning Steve. I will give you a call early afternoon today if that works for you?

Ely Sprenkle
Manhattan District Fisheries Biologist
Kansas Department of Wildlife & Parks
5800A River Pond Road
Manhattan, KS 66502
(785) 539-7941

From: steve prell <stevenprell@yahoo.com>
Sent: Wednesday, December 21, 2022 6:53 AM
To: Sprenkle, Ely [KDWP] <Ely.Sprenkle@KS.GOV>
Cc: Vallery Prell <vallery@bluevalley.net>; KRIS SCHRATER <schraterusmc03@gmail.com>
Subject: Re: Questions on the Marysville Country Club Lake

know the content is safe.

Good morning Ely.

We spoke with Jeff Conley yesterday too. He said that we should speak with you.

The urgency is do to an upcoming vote on Dec. 27, regarding a condemnation resolution on our properties that are along the lake.

We have some questions.

Thanks

Steve Prell 785-713-2191
Vallery Prell 785-713-1466

On Tuesday, December 20, 2022 at 09:27:07 AM CST, steve prell <stevenprell@yahoo.com> wrote:

Please contact me about the Country Club Lake. It is pretty urgent.

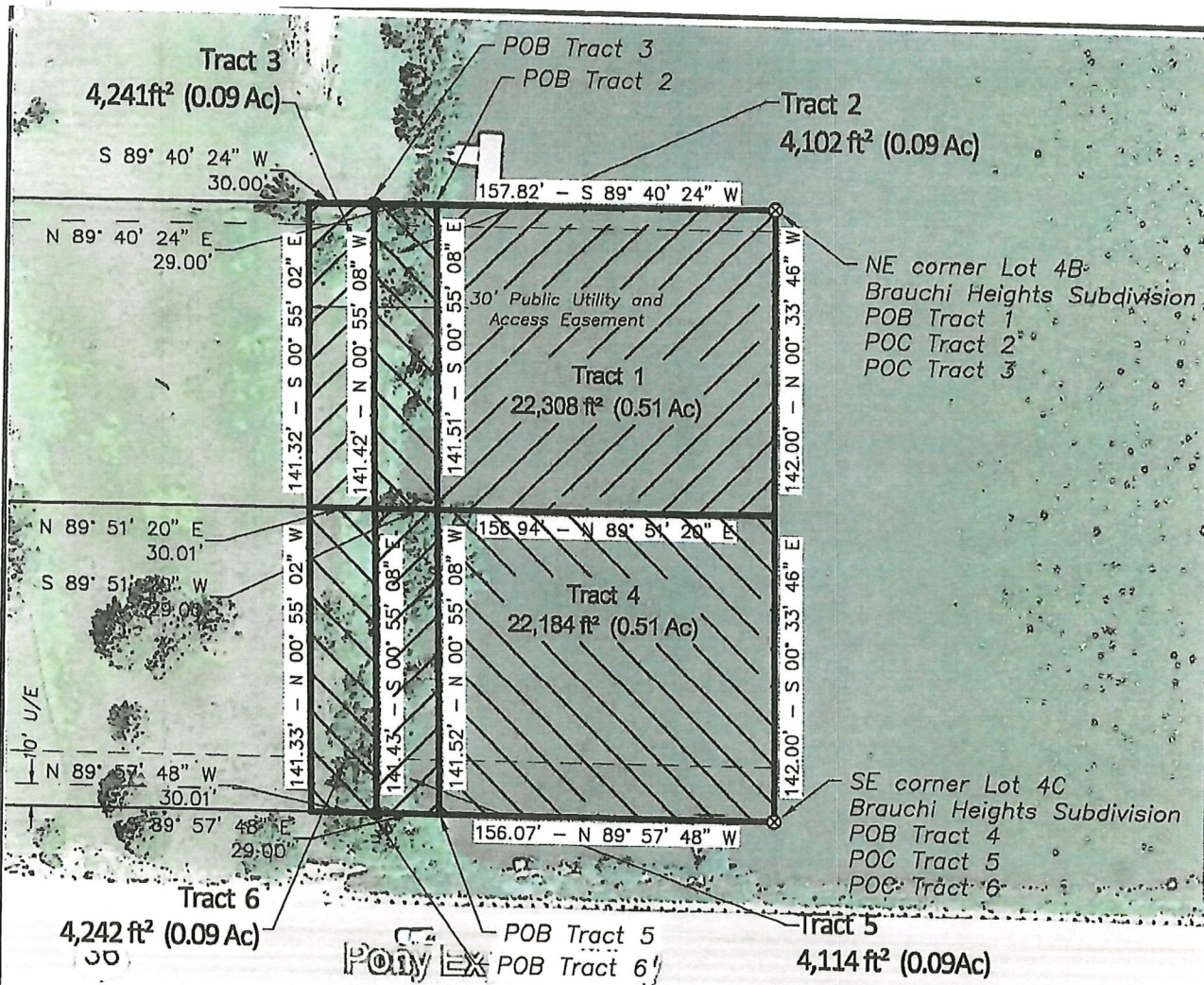
Steve Prell 785-713-2191
1042 Pony Express Hwy
Marysville KS 66508

Thank you.

1 File 983.5kB



Marysville CFAP Contract_2023.docx
984kB



Tract 1 Description (Portion in Lake):

A tract of land in Lot 4B of Brauchi Heights Subdivision in the city of Marysville, Marshall County, Kansas, being more fully described as follows:
BEGINNING at the Northeast corner of said Lot 4B;
THENCE South 89°40'24" West for 157.82 feet
THENCE South 00°50'08" East for 141.51 feet;
THENCE North 89°51'20" East for 156.94 feet;
THENCE North 00°33'46" West for 142.00 feet to the POINT OF BEGINNING;
 Containing 22,308 square feet (0.51 acres) more or less.

Tract 2 Description (Between Access Easement and EOW):

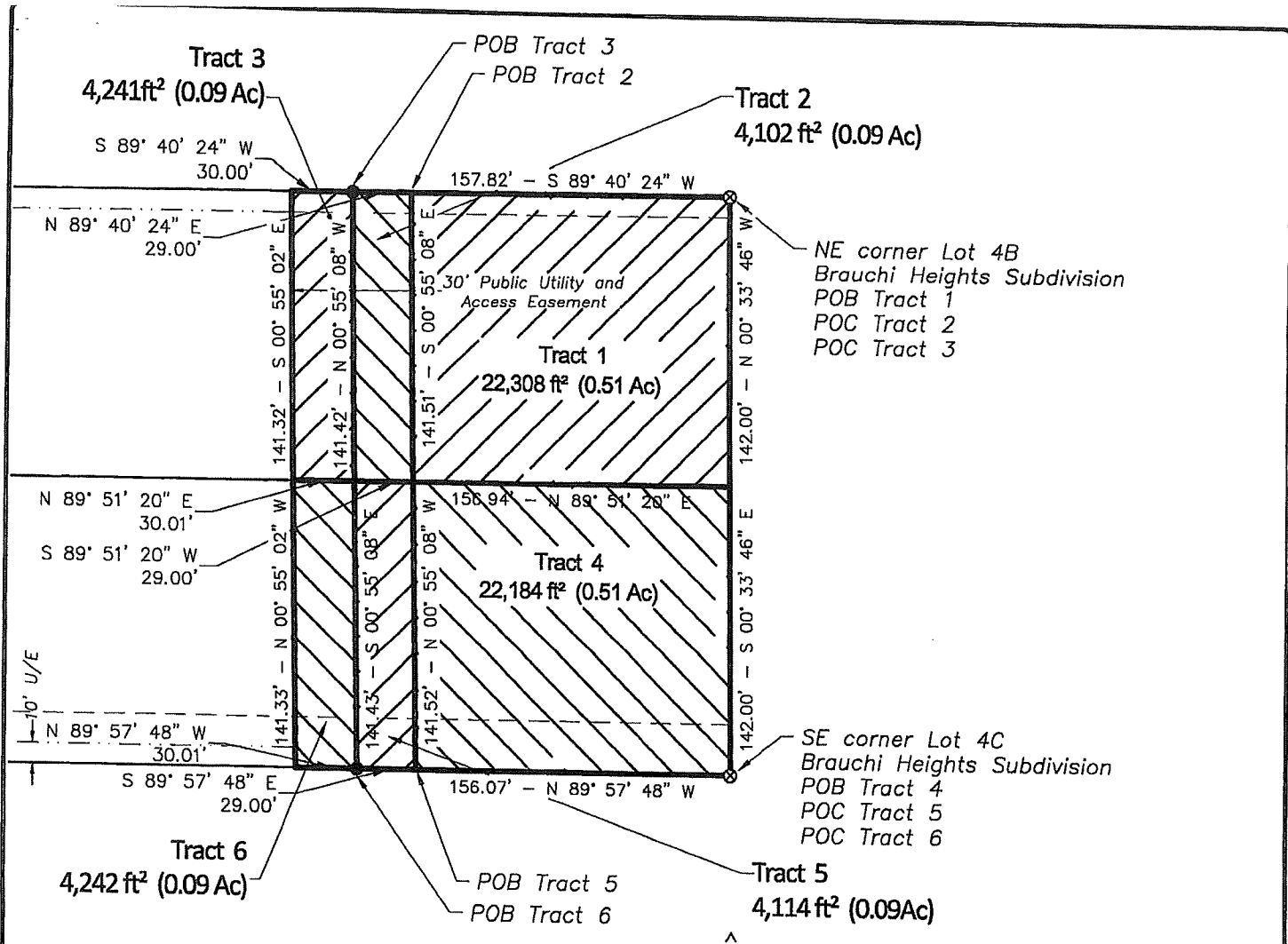
A tract of land in Lot 4B of Brauchi Heights Subdivision in the city of Marysville, Marshall County, Kansas, being more fully described as follows:
COMMENCING at the Northeast corner of said Lot 4B;
THENCE North 89°40'24" West for 157.82 feet to the POINT OF BEGINNING;
THENCE South 00°55'08" East for 141.51 feet;
THENCE South 89°51'20" West for 29.00 feet;
THENCE North 00°55'08" West for 141.42 feet;
THENCE North 89°40'24" East 29.00 feet to the POINT OF BEGINNING.
 Containing 4,102 square feet (0.09 acres) more or less.

- LEGEND**
- △ Section Corner
 - Set Corner
 - ⊗ Calculated Corner (Nothing Set)
 - 4359.78' Measured Distance and / or Bearing
 - Boundary Line
 - - - - - Easement Line
 - POB Point of Beginning
 - EOW Edge of Water

Date: 11/28/22
 W.O.# 223414
 Detailed By: dek
 Checked By: rap



EXHIBIT A
Lot 4B & 4C IN THE S/2 OF THE SW/4 SEC. 27-2-7
IN THE CITY OF MARYSVILLE, MARSHALL COUNTY, KANSAS



Tract 1 Description (Portion in Lake):

A tract of land in Lot 4B of Brauchi Heights Subdivision in the city of Marysville, Marshall County, Kansas, being more fully described as follows:
BEGINNING at the Northeast corner of said Lot 4B;
THENCE South 89°40'24" West for 157.82 feet
THENCE South 00°50'08" East for 141.51 feet;
THENCE North 89°51'20" East for 156.94 feet;
THENCE North 00°33'46" West for 142.00 feet to the **POINT OF BEGINNING**;
 Containing 22,308 square feet (0.51 acres) more or less.

Tract 2 Description (Between Access Easement and EOW):

A tract of land in Lot 4B of Brauchi Heights Subdivision in the city of Marysville, Marshall County, Kansas, being more fully described as follows:
COMMENCING at the Northeast corner of said Lot 4B;
THENCE North 89°40'24" West for 157.82 feet to the **POINT OF BEGINNING**;
THENCE South 00°55'08" East for 141.51 feet;
THENCE South 89°51'20" West for 29.00 feet;
THENCE North 00°55'08" West for 141.42 feet;
THENCE North 89°40'24" East 29.00 feet to the **POINT OF BEGINNING**.
 Containing 4,102 square feet (0.09 acres) more or less.

- LEGEND**
- △ Section Corner
 - Set Corner
 - ⊗ Calculated Corner (Nothing Set)
 - 4359.78' Measured Distance and / or Bearing
 - Boundary Line
 - Easement Line
 - POB Point of Beginning
 - EOW Edge of Water

Date: 11/28/22
 W.O.# 223414
 Detailed By: dek
 Checked By: rap



**ENGINEERS
 ARCHITECTS
 SURVEYORS**

EXHIBIT A
Lot 4B & 4C IN THE S/2 OF THE SW/4 SEC. 27-2-7
IN THE CITY OF MARYSVILLE, MARSHALL COUNTY, KANSAS

Tract 3 Description (Portion over Access Easement):

A tract of land in Lot 4B of Brauchi Heights Subdivision in the city of Marysville, Marshall County, Kansas, being more fully described as follows:
COMMENCING at the Northeast corner of said Lot 4B;
THENCE South 89°40'24" West for 186.82 feet to the POINT OF BEGINNING;
THENCE South 89°40'24" West 30.00 feet
THENCE South 00°55'02" East for 141.32 feet;
THENCE North 89°51'20" East for 30.01 feet;
THENCE North 00°55'08" West for 141.42 feet;
Containing 4,241 square feet (0.09 acres) more or less.

Tract 4 Description (Portion in Lake):

A tract of land in Lot 4C of Brauchi Heights Subdivision in the city of Marysville, Marshall County, Kansas, being more fully described as follows:
BEGINNING at the Southeast corner of said Lot 4C;
THENCE North 89°57'48" West for 156.07 feet;
THENCE North 00°55'08" West for 141.52 feet;
THENCE North 89°51'20" East for 156.94 feet;
THENCE South 00°33'46" East for 142.00 feet to the POINT OF BEGINNING.
Containing 22,184 square feet (0.51 acres) more or less.

Tract 5 Description (Between Access Easement and EOW):

A tract of land in Lot 4C of Brauchi Heights Subdivision in the city of Marysville, Marshall County, Kansas, being more fully described as follows:
COMMENCING at the Southeast corner of said Lot 4C;
THENCE North 89°57'48" West for 156.07 feet to the POINT OF BEGINNING;
THENCE North 00°55'08" West for 141.52 feet
THENCE South 89°51'20" West for 29.00 feet;
THENCE South 00°55'08" East for 141.43 feet;
THENCE South 89°57'48" East for 29.00 feet;
Containing 4,102 square feet (0.09 acres) more or less.

Tract 6 Description (Portion over Access Easement):

A tract of land in Lot 4C of Brauchi Heights Subdivision in the city of Marysville, Marshall County, Kansas, being more fully described as follows:
COMMENCING at the Southeast corner of said Lot 4C;
THENCE North 89°57'48" West for 185.07 feet to the POINT OF BEGINNING;
THENCE North 89°57'48" West for 30.01 feet;
THENCE North 00°55'02" West for 141.33 feet;
THENCE North 89°51'20" East for 30.01 feet;
THENCE South 00°55'08" East for 141.43 feet to the POINT OF BEGINNING.
Containing 4,243 square feet (0.10 acres) more or less.

Date: 11/28/22
W.O.# 142279
Detailed By: dek
Checked By: rap



ENGINEERS
ARCHITECTS
SURVEYORS

EXHIBIT A
Lot 4B & 4C IN THE S/2 OF THE SW/4 SEC. 27-2-7
IN THE CITY OF MARYSVILLE, MARSHALL COUNTY, KANSAS

DRANEIM BUILDING

WILLIAM S EDDY
ATTORNEY AT LAW
MARYSVILLE, KANSAS

PHONE 238

9023

8

March 12, 1956.

Right of Way Department
State Highway Commission
Topeka, Kansas.

Gentlemen:

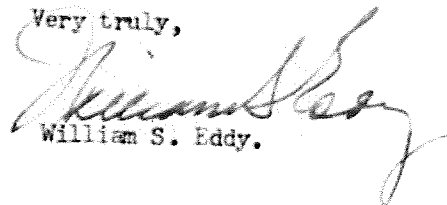
I am writing for information that perhaps you can furnish from your files. We can find no record of it here, but thought perhaps your files would furnish information.

Some 20 years or so ago, U.S. # 36 was paved 1 mile east of Marysville. Along the north side of the highway- at the west end of the S¹/₂SE¹/₄ and at the east end of the S¹/₂SW¹/₄-27-2-7- there was created a small lake, with a spillway and dam, using the north side of the highway, and fill.

We are wondering if there was any easement created or given for the lake, or whether there was any agreement between the Schmidt Commercial and Realty Co- owners of the S¹/₂SW¹/₄-27-2-7- with the highway department for the land for this lake? It is contemplated that the Schmidt Commercial & Realty Company will sell a portion of the S¹/₂SW¹/₄-27-2-7- and we are trying to ascertain whether anything was done in regard to the location for the lake.

Any information that you can furnish to us will be appreciated.

Very truly,



William S. Eddy.

wse/cc

Topeka, Kansas
March 15, 1956

9023

Right of Way
Marshall County
36-26-APN 319 0

MEMORANDUM TO: MR. W. B. KIRKPATRICK, CHIEF ATTORNEY
LEGAL DEPARTMENT
BUILDING

Attached is a copy of a letter received from Mr. William S. Eddy, Attorney of Marysville, Kansas, concerning a small lake that was created by the construction of Highway No. 36 east of Marysville. We find the project was No. 36-26-APN 319 0, Marshall County.

There is correspondence in our files indicating that Mr. Robert Osburn, Attorney in your Department at that time (1935-36) negotiated with the Marysville Country Home and the Schmidt Commercial & Realty Company, for some form of agreement to build the lake in question. We have a tracing of the water level across, but we do not have easement or contract copies in our file. Will you please check for an agreement covering this matter.

Yours respectfully,

R. H. Ireland,
Right of Way Engineer

By: Felix H. Ernest,
Asst. Right of Way Engineer

FHE:imb
Att'd.

cc: William S. Eddy, Attorney at Law,
Marysville, Kansas
W. S. McDaniel, Asst. S.H. Engr.
L. H. Vincent, Division Engr.

9023

SMITH, SMITH & SMITH
ATTORNEYS AND COUNSELLORS

OFFICE OF MAILING
SCHOOL ST. BLDG.
MARYSVILLE, KANSAS

FRED R. SMITH
MANHATTAN, KANSAS

RAYMOND E. SMITH
MARYSVILLE, KANSAS

GERALD F. SMITH
MANHATTAN, KANSAS

Dec. 30, 1935

State Highway Dept.
Topeka, Kansas

Attention: Mr. Osborne

Dear Sir:

Enclosed please find the Contract which you recently sent me. It has been signed by the two persons in Marysville and this is the only Contract they will agree to. It has been amended and if you do not accept it, we will not get our lake.

Please let me hear from you at once in regard to this matter.

Very truly yours,

SMITH, SMITH & SMITH

BY *Raymond E. Smith*

RES: LG
Enc.

9023

March 17, 1936

Right of Way
Marshall County
36-26-47N 319 E

Mr. William S. Eddy
Attorney at Law
Brechin Building
Marysville, Kansas

Dear Sir:

In compliance with your request by letter of March 12, 1936, we enclose a blue-print copy of a Contract made December 27, 1935, between the State Highway Commission and The Marysville Country Home Association and The Schmidt Commercial & Realty Company, covering the impounding of water on land north of Highway No. 36, East of Marysville.

Yours respectfully

R. E. Ireland
Right of Way Engineer

By: Felix H. Ernest
Asst. Right of Way Engineer

sj
Enc. Contract

C O N T R A C T.

THIS AGREEMENT entered into this 27th day of December, 1935, by and between the State Highway Commission of Kansas, party of the first part, hereafter referred to as the Commission, and The Marysville Country Home Association and The Schmidt Commercial and Realty Company, parties of the second part, hereafter referred to as the landowners, WITNESSETH THAT:

WHEREAS the Commission in building its highway No. 36 in Marshall County, Kansas, has established its grade along the North line of Section 34, Township 2¹/₂ South, Range 7 East, in Marshall County, Kansas, at a sufficient height to permit the creation of a lake north of said highway as shown on the attached plat, and

WHEREAS the landowners particularly desire said highway grade located as shown on the attached plat, and permission granted to said landowners to construct alongside said highway grade a strip of impervious material to create a lake, and provide an extension to a box culvert sufficient to act as a spillway, if necessary as determined by the Commission.

THEREFORE, in consideration of the Commission establishing the grade of their highway and giving permission to add to the side of said highway grade a strip of impervious material to create a lake and construct an extension to a box culvert sufficient to act as a spillway, the landowners agree: First, to give to said Commission, without cost, an easement for highway purposes to all right of way necessary for the establishment of said highway that is on and across land owned by said landowners, more fully described in exhibit one (1) which is attached hereto, and further to allow said Commission to remove, without cost, any dirt out of the proposed lake bed that is necessary for borrow in the construction of said grade.

IT IS FURTHER AGREED that said highway grade is not to be maintained by the said Commission as a dam, and said Commission shall not accept any liability for said grade being watertight.

IN WITNESS WHEREOF said parties have hereunto caused this instrument to be signed by the officer duly authorized and have affixed their corporate seal the day and year last above mentioned.

PARTY OF THE FIRST PART

By *[Signature]*
DIRECTOR

OK. *[Signature]*
R/W AGENT

PARTIES OF THE SECOND PART

THE MARYSVILLE COUNTRY HOME ASS'N.

By *[Signature]*
PRESIDENT

THE SCHMIDT COMMERCIAL & REALTY CO.

By *[Signature]*
PRESIDENT

STATE OF KANSAS)
COUNTY OF MARSHALL) ss.

Before me, a notary public, came E. B. Hinshaw, President of The Marysville Country Home Association (a corporation), and W. M. Schmidt, President of The Schmidt Commercial and Realty Company (a corporation), who signed the above instrument in my presence and who acknowledged the same to be their own free act and deed.

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

My Commission expires

[Signature]
Jan. 10/1939

Notary Public

[Handwritten note]

EXHIBIT 1.

SHERIDAN COMMERCIAL AND
REALTY COMPANY.

(a)

A tract of land lying in part of the Southwest Quarter of Section 27; Township 2 South; Range 7 East described as follows: BEGINNING at the Southeast corner of said Quarter Section; thence North 111.3 feet in a westerly direction 27 feet; thence South at right angles 33 feet; thence westerly at right angles 200.15 feet to a point 24.2 feet North of the South line of said section; thence South 24.2 feet to the South line of said Section; thence East along said Section line to the place of beginning. The above contains 2.46 acres, more or less, exclusive of the existing highway.

(b)

A tract of land lying in the Northwest Quarter of Section 54; Township 2 South; Range 7 East described as follows: BEGINNING at the Northwest corner of said Section; thence South 27.2 feet; thence in an easterly direction 200.8 feet; thence North at right angles 12 feet; thence East at right angles 224 feet; thence South at right angles 12 feet; thence East at right angles 150 feet; thence South at right angles 20 feet; thence East at right angles 200 feet; thence North at right angles 20 feet; thence East at right angles to a point on the southerly right of way line of the present traveled highway 41.7 feet South of the North line of said Section; thence Northeasterly along said right of way line to the East line of said Northwest Quarter; thence North to said Section line; thence East along said Section line to the place of beginning. The above contains 1.04 acres, more or less, exclusive of the existing highway.

MANSVILLE COUNTRY HOME
ASSOCIATION.

A tract of land lying in the Southeast Quarter of Section 27; Township 2 South; Range 7 East described as follows: BEGINNING at the Southeast corner of said Section; thence North 50 feet; thence in a westerly direction to a point on the East line 75.5 feet North of the Southeast corner of said Quarter Section; thence South 75.5 feet to the South line of said Section; thence East along said Section line to the place of beginning. The above contains 2.23 acres, more or less, exclusive of the existing highway.

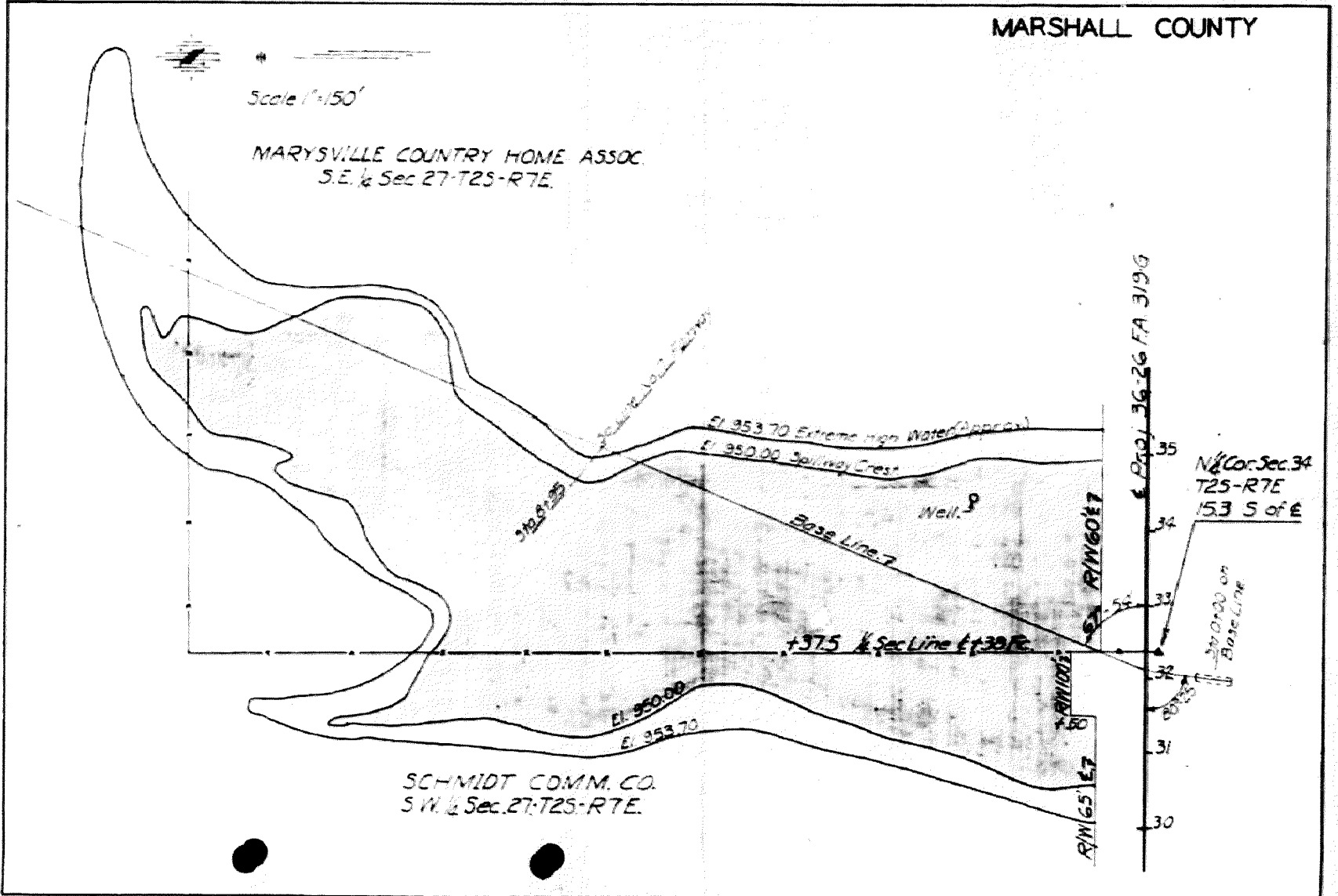
9028

MARSHALL COUNTY

Scale 1"=150'

MARYSVILLE COUNTRY HOME ASSOC.
S.E. 1/4 Sec 27-T2S-R7E.

SCHMIDT COMM. CO.
S.W. 1/4 Sec. 27-T2S-R7E.





1218.00
1/2 IP CES CLS 155 PC
1209.90
WATERS EDGE

BENCHMARK: National Geodetic Survey (NGS) Monument PID-KF0335, Elevation = 1202.85
Brass disc stamped "MARYSVILLE" located at Marshall County Courthouse (not shown)
DATUM: North American Vertical Datum of 1988 (NAVD 88)
DATE OF FIELDWORK: 3-8-2023

1218.72
SPOT ELEVATION - MID PROP LINE
1209.78
WATERS EDGE

1220.47
1/2 IP CES CLS 155 PC
1209.78
WATERS EDGE



CES ENGINEERS
ARCHITECTS
SURVEYORS





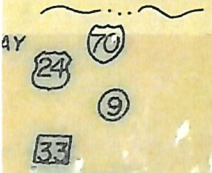
27

SEC 27-2-7
1956 Aerial
YW-3R-159



TOWNSHIP LOCATOR

ED) 10.5 Ac.
 ED) 10.5 Ac. (c)
 DEED) 16.5'
 ED) 66'(s)
 NUMBER 23
 45



BY NAME
 2/1
 11/12

T1S	05	04	03	02	01
T2S	06	07	08	09	10
T3S	15	14	13	12	11
T4S	16	17	18	19	20

MAP SHEET INDEX
 RTE

	6	5	4	3	2	1
	3	3	2	2	1	1
	7	8	9	10	11	12
T2S	18	17	16	15	14	13
	4	5	5	6	6	
	15	20	21	22	23	24
	30	29	28	27	26	25
	9	8	8	7	7	
	31	32	33	34	35	36

1/4 SECTION INDEX

20	10
30	40

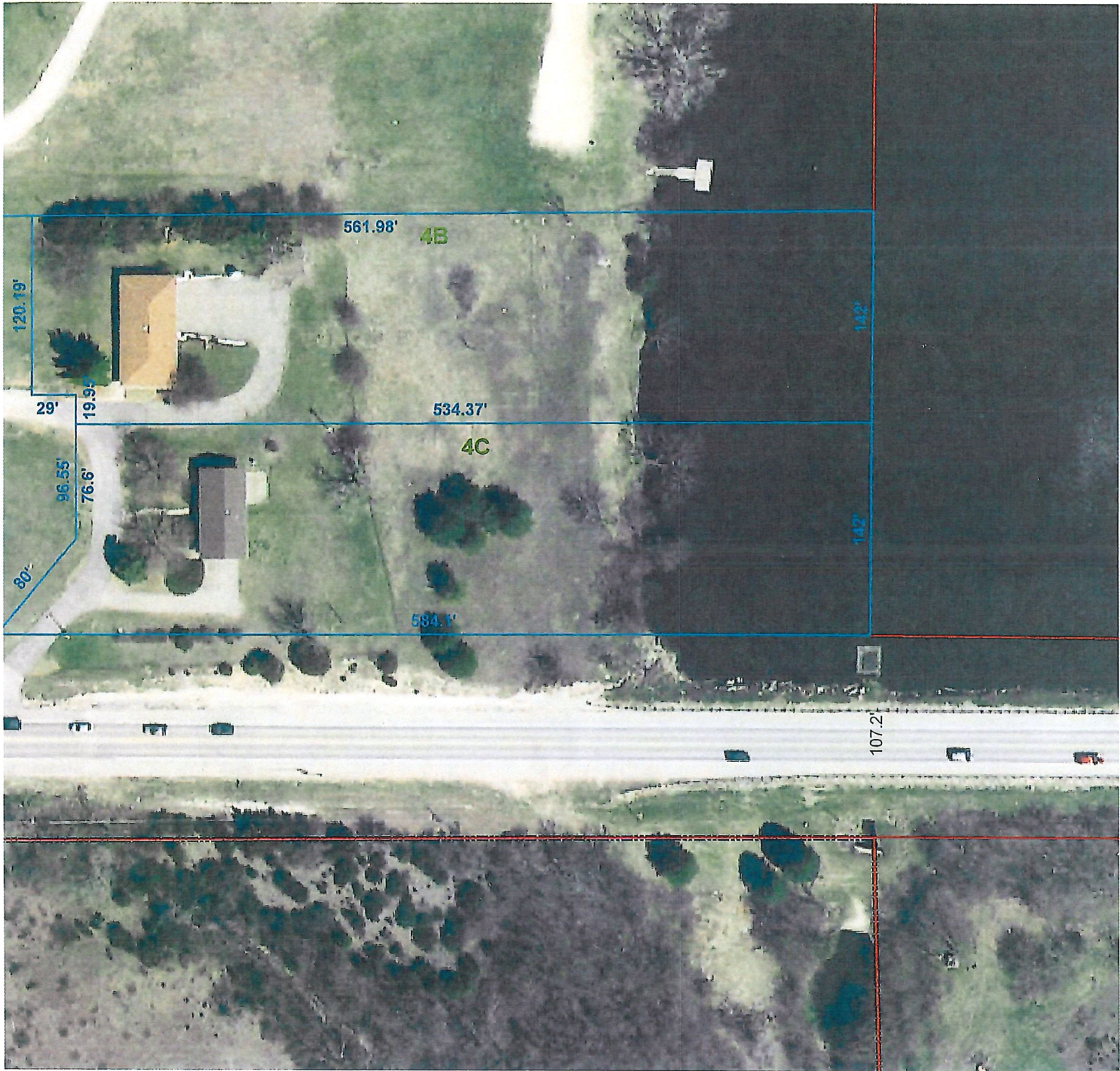


SEC. SW/427 TWP. 32 RANG. 7E
 MAP NO. 078-27-30



SCALE 1"=100'
 DATE OF MAP JAN. 1, 1968
 DATE OF PHOTOGRAPHY APRIL, 1966
 AERIAL PHOTO NO. 84-128

MAP IS FOR TAX PURPOSES ONLY.
 REYNOLDS, NOR IS IT A SURVEY.



From: Nolte, Cole [REDACTED]
Sent: Tuesday, March 21, 2023 9:31 AM
To: cityclk@bluevalley.net
Subject: Re: Roping off Main Street for Prom

This is Cole Nolte. On behalf of the senior class of 2023, I would like to put in some requests for the March 27th City Council Meeting for our upcoming prom, on Saturday, April 22nd. I would like to put in a request to use the 7th Street Corridor for the Promenade and Pictures on the Bricks at 7:30 p.m. We would also like to put in a request for the use the of Main Street for the Senior Walk which starts at 8:15 p.m. We would like to put in a request for support in keeping the senior walk safe as well, similar to what was done in previous years. The vehicles we are planning to use consist of muscle cars and pickup trucks. Maddie Capp and I will be attending the meeting. If you have any questions, please let me know. Thanks.



Marysville Agricultural Education

1011 Walnut Street
Marysville, KS 66508
785-562-5386

On behalf of the Marysville FFA, I would like to put in a request to use the City Park Area near the bandstand on Saturday, April 15th, 2023 for the Blue Gold and Chrome Tractor and Truck Show the FFA is organizing. We would like to have the area blocked off for the event from 8:30a.m. to 3p.m. I would like it to be included in the agenda of the March 27th City Council Meeting. I will be attending the meeting. If you have any questions, please let me know. Thanks, Cole Nolte.

**ALLIANCE INSURNACE
709 BROADWAY
MARYSVILLE, KS 66508
785-562-2393**

March 17, 2023

City Council
209 8th Street
Marysville KS 66508

Re: 2023-2024 EMC Insurance Renewal

Please find attached the renewal quote for the 2023-2024 renewal term with EMC.

Below are the dividends that you have been received in the past five years from EMC. These checks are based on the safety dividend program with EMC

2021 - \$19,530
2020 - \$17,280
2019 - \$17,580
2018 - \$20,068
2017 - \$19,956

Property values increased \$3 million on the blanket limit

Property value increased \$3.5 million on the Koester block buildings

Property deductible was \$1,000 last year and this year we are needing to have that increased. Attached are two options with \$5,000 all peril/\$10,000 wind-hail or \$10,000 all peril which includes wind-hail.

If a covered loss occurs and involves Property, Inland Marine or Business Auto under the same occurrence then the most EMC will deduct will be the single highest deductible.

For example; if there is a \$10,000 wind/hail deductible for property and deductibles that would apply to auto. You will only be charged the higher deductible.

Thank you in advance for your continued business!

Jen Sedlacek
Alliance Insurance
709 Broadway
Marysville KS 66508



EMC Insurance Companies
 245 N Waco St Ste 330
 Wichita, KS 67202-1116
 www.emcins.com

*\$5000 / \$10,000
 Property ded.*

CITY OF MARYSVILLE
209 N 8TH ST
MARYSVILLE, KS 66508-1637
 04/01/2023 to 04/01/2024
 Prepared on 03/16/2023
Quote Valid Through 04/16/2023

Account Summary
Quote Account Number: X666108
Option 004

Prior Account Number: 1X75480

Commercial Property (A-07)		\$	107,611.00
General Liability (Occurrence) (D-02)		\$	6,748.00
Linebacker - Claims Made (K-02)		\$	9,285.00
Law Enforcement Liability (G-01)		\$	4,592.00
CyberSolutions (Q-01)		\$	660.00
Data Compromise and Identity Recovery Premium	404.00		
Cyber Premium	256.00		
Govt Crime/Fidelity Package (F-01)		\$	180.00
Commercial Inland Marine (C-03)		\$	6,146.00
Business Auto (E-05)		\$	<u>34,985.00</u>
Total Account Premium Estimate		\$	170,207.00

This proposal is offered through EMC Insurance Companies. EMC offers customizable insurance products to meet your unique needs and expert safety resources to help your business prevent claims. As your independent agent, we are here to offer you personalized service.

*The premium reflects the rates as of the date shown above and assumes the information provided is accurate.**

Please review the following pages for coverage details. To discuss the advantages of insuring your business with EMC, contact us at the number listed below or visit www.emcins.com.

Thank you,

Alliance Insurance A Division of World Insurance
 PO Box 191
 Marysville, KS 66508-0191
 785-562-2393

**This proposal does not guarantee the policy will be accepted or that coverage will be provided in the company selected or at the premium quoted. Due to periodic rate changes, a change to the policy's effective date may result in a different premium.*



EMC Insurance Companies
 245 N Waco St Ste 330
 Wichita, KS 67202-1116
 www.emcins.com

*\$10,000
 Property ded.*

CITY OF MARYSVILLE
209 N 8TH ST
MARYSVILLE, KS 66508-1637
 04/01/2023 to 04/01/2024
 Prepared on 03/16/2023
Quote Valid Through 04/17/2023

Account Summary
Quote Account Number: X666108
Option 005
 Prior Account Number: 1X75480

Commercial Property (A-09)		\$	104,595.00
General Liability (Occurrence) (D-02)		\$	6,748.00
Linebacker - Claims Made (K-02)		\$	9,285.00
Law Enforcement Liability (G-01)		\$	4,592.00
CyberSolutions (Q-01)		\$	660.00
Data Compromise and Identity Recovery Premium	404.00		
Cyber Premium	256.00		
Govt Crime/Fidelity Package (F-01)		\$	180.00
Commercial Inland Marine (C-03)		\$	6,146.00
Business Auto (E-05)		\$	34,985.00
Total Account Premium Estimate		\$	167,191.00

This proposal is offered through EMC Insurance Companies. EMC offers customizable insurance products to meet your unique needs and expert safety resources to help your business prevent claims. As your independent agent, we are here to offer you personalized service.

*The premium reflects the rates as of the date shown above and assumes the information provided is accurate.**

Please review the following pages for coverage details. To discuss the advantages of insuring your business with EMC, contact us at the number listed below or visit www.emcins.com.

Thank you,

Alliance Insurance A Division of World Insurance
 PO Box 191
 Marysville, KS 66508-0191
 785-562-2393

**This proposal does not guarantee the policy will be accepted or that coverage will be provided in the company selected or at the premium quoted. Due to periodic rate changes, a change to the policy's effective date may result in a different premium.*



209 NORTH 8TH ST., MARYSVILLE, KS 66508 ♦ PH: (785) 562-5331 FAX: (785) 562-2449

TO: Governing Body
FROM: William Ralph
City Inspector
DATE February 7, 2023
RE: Zoning Text Amendment to allow Intermodal Containers

The Marysville Planning Commission met on February 9, 2023 to conduct a hearing for a Zoning Text Amendment to allow Intermodal Containers. Thirty-two citizens showed up for the hearing. Twenty-one people signed in against allowing containers and one person signed in for containers. We had multiple people come up and speak up against the containers. We also had a few people send in letters to the Planning Commission speaking up against Intermodal Containers. Most of them thought they would look bad in people's yards and would bring down the tax valuations of the neighborhood.

It is the recommendation to council not to do the Zoning Text Amendment and keep Intermodal Containers out of Marysville. The Text Amendment is at City Hall if any of you want to come in and view it.

According to the Unified Land Development Code, Article 3, Section 3-5, point A-B reads as follows:

Section 3-5 Governing Body Action for Zoning Amendment..

The following procedures are pursuant to the authority granted to the Marysville Governing Body and Planning Commission in K.S.A. 12-757 et seq.

- A. **Governing Body Action.** The Governing Body may either approve the recommendation of the Planning Commission by ordinance; or override the Planning Commission recommendation by a 2/3-majority vote of the membership of the Governing Body.
- B. **Governing Body Remand.** The Governing Body may return the Planning Commission recommendation for further consideration. The Planning Commission may resubmit its original recommendation with supporting reasons, or submit a new and amended recommendation. If the Planning Commission fails to deliver its recommendation to the Governing Body following the Planning Commission's next regular meeting after receipt of the Governing Body report, the Governing Body shall consider such course of inaction as a resubmission of the Planning Commission's original recommendation.

Request to close City Park for Marysville Community Easter Egg Hunt

On behalf of the Marysville Kiwanis Club I would like to request that all the city park entrances be closed on Saturday April 8th from 2:00pm – 4:00pm for the Easter Egg Hunt. I would like to place cones at all the entrances. It would also be helpful to have the bathrooms in the park opened for this event.

Please call me at 785-713-1521 to let me know that this request is approved.

Sincerely,

Ryan Smith



Greetings, Marysville City Council Members and Mayor Barnes!

The Marysville Convention & Tourism (C&T) committee is excited! We have an opportunity to engage up to 3500 people for an incredible event on Saturday, July 8.

When we were planning the culmination of the celebration of Black Squirrel City last year, one of the ideas presented was a hot air balloon event. This unique and creative plan didn't work for that timeframe, but July 8 is the perfect opportunity to revisit the idea. We have reengaged with Chris and Amanda Sabia of Kansas City AeroSports; with their experience, they believe this could draw between 2500 and 3500 people. Our plan is to have this whole event located at and around Lakeview Complex. With the combination of the spectacular fireworks, the amazing concert from our friends at the Marshall County Arts Cooperative, and our proposed hot air balloon glow, we have an event that will make the 8th of July memorable. These types of partnerships are what make events successful.

To make this happen, we are requesting \$15,000 from Convention & Tourism funds. The bulk of the request, \$10,000, will go toward the all-inclusive fee for KC AeroSports. Six balloons will be included for this neat "glow" event on Saturday night; it will also include a potential for flight on Sunday, July 9. The great thing about working with experts is the experience they bring. The Sabias have planned and executed several events like this and have mapped out a plan for us to ensure a successful experience.

The rest of the funds will be designated for advertising. The C&T committee plans to recoup some of the funds; a freewill donation has been suggested as a way for people to show their support and appreciation for bringing a quality free event to Marysville. Even if no funds are collected, the funds requested divided by the lowest number of people expected comes out to \$6/person. For that amount, we are excited to put Marysville on the map on Saturday, July 8.

Thank you for your time and consideration.

Sincerely,
Marysville Convention & Tourism Committee

Convention and Tourism Committee

Request for Funds

Date 3/20/2023

Event:

\$15000 for hot air balloon event on Saturday, July 8, 2023.

Fund use:

The Marysville Convention & Tourism committee requests \$15000 to pay for a hot air balloon event on July 8, 2023 in conjunction with a Marshall County Arts Cooperative concert and City of Marysville fireworks.

Date(s) of Event: July 8, 2023

Amount of Request: \$15000

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

Sponsor(s) of Event:

Kansas City AeroSports and others

Recommended by majority vote of Convention and Tourism Committee at March 8,
2023 meeting.



Chairperson or Co-chairperson

Convention and Tourism Committee

Request for Funds

Date 3/20/2023

Event:

\$450-500 for shipping for downtown holiday lights order.

Fund use:

The Marysville Convention & Tourism committee requests \$450-500 to pay for the shipping for the downtown holiday lights order. The order will be submitted by March 31 and then a final shipping total will be able to be designated.

Date(s) of Event: March 2023

Amount of Request: \$450-500

Previous approved amount: N/A and fund use: Promotions

Sponsor(s) of Event:

Manneco

Recommended by majority vote of Convention and Tourism Committee at March 8,
2023 meeting.



Chairperson or Co-chairperson

Convention and Tourism Committee

Request for Funds

Date 3/20/2023

Event:

\$600 for website hosting.

Fund use:

The Marysville Convention & Tourism committee requests \$600 for the hosting fees from Middle.co for visitmarysvilleks.org.

Date(s) of Event: March 2023

Amount of Request: \$600

Previous approved amount: \$600 and fund use: Website

Sponsor(s) of Event:

Middle.co

Recommended by majority vote of Convention and Tourism Committee at March 8,
2023 meeting.



Chairperson or Co-chairperson



Post Office Box 509
Marysville, Kansas 66508
785-859-4260
marshallcountyarts.org

March 22, 2023

To Mayor Barnes and Members of City Council:

The Marshall County Arts Cooperative is hosting a poetry reading at the Lee Dam Center for Fine Art Wednesday, April 19, 2023, from 6 p.m. until 8 p.m. We request to be able to serve beer and wine at this event, please.

Dr. Traci Brimhall, the state's poet laureate, will give a poetry reading in conjunction with the April exhibition at the art center, "Poetry Celebration."

Thank you for considering this request. We hope to see all of you at the reading.

We appreciate your help and support!

Sincerely,

A handwritten signature in blue ink that reads "Wayne A. Kruse".

Wayne A. Kruse
President, MCAC
785-713-9866

CITY OF MARYSVILLE
APPLICATION FOR CONSUMPTION OF ALCOHOL BEVERAGES
PERSONAL INQUIRY WAIVER
CONSENT TO RELEASE RECORDS

Full Name (Responsible Party):

Kruse Wayne Allen
Last First Middle

Address: 109 S. 8th #1
Marysville, KS
66508

Home Phone #: 785-713-9864 Work/Cell Phone #: 785-562-2317

Event Sponsor (i.e. Main Street, Bank, Etc.):

Marshall County Arts Cooperative

DATE OF EVENT:

Wednesday
April 19, 2023

LOCATION:

Lee Dam Center for Fine Art

Reason for Event (i.e. Chamber Mixer, Art Show, Open House, Etc.)

Poetry Reading

I, Wayne A. Kruse, do hereby authorize a review and full disclosure of all records concerning myself to any duly authorized agent of the City of Marysville, whether the said records are public, private or confidential nature. The intent of this authorization is to give my full and complete disclosure of the records of educational institutions, employment, and pre-employment records including background reports, efficient ratings, complaints, or grievances filed by or against me and the records and recollections of attorneys, or of other counsel whether representing me or another person in any case, either criminal or civil in which I presently have, or had an interest. I understand that any information obtained by a personal history background investigation which is developed directly or indirectly, in whole or in part, upon this released authorization will be consideration for determining suitability of this application by the City of Marysville. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from all liability which may be incurred as a result of furnishing such information. A photocopy of this release will be valid as an original thereof, even though the said photocopy does not contain an original writing of my signature.

Wayne A. Kruse
Signature of Responsible Party

3-22-2023
Date

APPROVED BY COUNCIL THIS _____ DAY OF _____, 20__.

NOTE: FORMS MAY BE REJECTED IF NOT FILLED OUT COMPLETELY!!

Please Attach A Copy Of A Valid Driver's License Or Identification Card

MARCH 27, 2023 -----ORDINANCE NO. 3794

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:		
FUND		
100	GENERAL	\$ 105,929.78
200	WATER REVENUE	43,454.07
300	SEWAGE REVENUE	21,741.01
403	AIRPORT REVOLVING	1,500.00
405	SEWAGE REPLACEMENT	41,000.00
512	LIBRARY REVOLVING	10,248.43
600	SWIM POOL SALES TAX	11,548.00
603	SPECIAL LAW	3,072.88
707	KOESTER BLOCK MAINTENANCE	11,407.48
711	EMPLOYEE BENEFIT	32,371.09
715	TRANSIENT GUEST TAX	262.60
800	SALES TAX IMPROVEMENT	<u>40,015.87</u>
	TOTAL ORDINANCE	\$ 322,551.21

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3794 3/27/23

Date: 03/22/2023

Time: 4:04 pm

Page: 1

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ACME PLUMBING	2268	RPR LEAKING MOP SINK&BATHROOM SINK&HOOK UP FRIDGE ICEMAKER	0	00/00/0000	352.27
				Vendor Total:	352.27
AIRPORT IFE SERVICES, INC	3103	INDEPENDENT FEE ESTIMATE RUNWAY REHAB	0	00/00/0000	1,500.00
				Vendor Total:	1,500.00
AMERICAN WATER WORKS ASSO	2182	2023 MEMBERSHIP DUES-K BARGMAN 5/1/23-4/30/23	0	00/00/0000	222.00
				Vendor Total:	222.00
B & W ELECTRIC INC	481	REPLACE HVAC MATERIALS/LABOR KOESTER APT 909 1/2 BROADWAY	0	00/00/0000	11,058.00
				Vendor Total:	11,058.00
BG CONSULTANTS, INC.	0823	ENGINEERING-LAGOON/WETLANDS	0	00/00/0000	41,000.00
				Vendor Total:	41,000.00
BLUE CROSS BLUE SHIELD INSUR	0091	HEALTH INSURANCE PREMIUM APRIL + Dental	0	00/00/0000	35,472.65
				Vendor Total:	35,472.65
BLUE VALLEY DOOR CO, INC	1390	REPLACED OPENER&SPRINGS-MIDDLE DOOR SOUTH SIDE STREET SHOP	0	00/00/0000	3,148.00
				Vendor Total:	3,148.00
BLUE VALLEY TRAILERS INC	2626	2 NEW HUSTLER 48" FASTRACK SIDE DISCHARGE MOWERS + Replacement blades	0	00/00/0000	13,722.20
				Vendor Total:	13,722.20
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	REPLACED UNIHARNESS ON SNOW PLOW GRASSHOPPER #5549	0	00/00/0000	1,036.36
				Vendor Total:	1,036.36
BUTLER & ASSOCIATES, P.A.	1400	WITHOLDING ORDER2015-CR-000038	0	00/00/0000	265.85
				Vendor Total:	265.85
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	1,250.00
				Vendor Total:	1,250.00
CENTURY BUSINESS SYSTEMS	2009	SAVIN COPIER POLICE DEPARTMENT ADDITIONAL COLOR COPIES-MARCH	0	00/00/0000	23.28
				Vendor Total:	23.28
CES GROUP P.A.	0172	FLUSHTANK REPLACEMENT PROJECT ENGINEERING-FINAL	0	00/00/0000	934.50
				Vendor Total:	934.50
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #670	49804	03/22/2023	58,256.68 H
				Vendor Total:	58,256.68
CNH CAPITAL	1783	RPL SWITCH ASSEMBLY-SKID STEER & HYDRAULIC FLUID #2000	49806	03/22/2023	1,107.30 H
				Vendor Total:	1,107.30
CORE & MAIN LP	2599	ANGLE SHUT OFF VALVES & FITTINGS 1X34"	0	00/00/0000	3,441.64
				Vendor Total:	3,441.64
CRAFCO, INC	2686	120 BAGS COLD PATCH	0	00/00/0000	1,774.80
				Vendor Total:	1,774.80

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3794 3/27/23

Date: 03/22/2023

Time: 4:04 pm

Page: 2

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
DELTA INDUSTRIAL SERVICE & SL	2747	(2) TURBOJET NOZZLES W/ PISTOL GRIP #6606	0	00/00/0000	1,772.31
				Vendor Total:	1,772.31
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	17,019.13
				Vendor Total:	17,019.13
EHNEN'S AUTOMOTIVE	2082	SOCKET SET,COUPLER LOCK,OIL, PRESSURE GUAGE,FILTERS,ETC	0	00/00/0000	436.45
				Vendor Total:	436.45
ENERGY CENTER MANHATTAN PC	2333	REPLACE SAND IN FILTERS AT SWIMMING POOL-MATERIALS/LABOR	0	00/00/0000	11,548.00
				Vendor Total:	11,548.00
ESO FIREHOUSE SOFTWARE	2630	FIREHOUSE SOFTWARE ANNUAL SUPPORT AGREEMENT	0	00/00/0000	2,096.05
				Vendor Total:	2,096.05
EVERGY	1401	ELECTRICITY KOESTER RESTAURANT 908 ELM 2/10/23-3/13/23 + Apartment 909 1/2 Broadway	0	00/00/0000	116.09
				Vendor Total:	116.09
FIELDS OUTDOOR ADVENTURES I	2846	GUN CASES & 12GA AMMUNITION	0	00/00/0000	1,746.88
				Vendor Total:	1,746.88
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	3,333.00
				Vendor Total:	3,333.00
FOLEY EQUIPMENT	2171	FUEL CAP #2003-WATER DEPT BACKHOE	0	00/00/0000	75.13
				Vendor Total:	75.13
GALLS, AN ARAMARK COMPANY	0266	MONOSHOCK ENTRY TOOL & 1 PAIR BOOTS-EMPLOYEE BOOT ALLOWANCE	0	00/00/0000	558.39
				Vendor Total:	558.39
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	40,333.00
				Vendor Total:	40,333.00
GRAINGER, INC	1234	WIRE CONNECTORS & LIGHT SWITCH TIMER	0	00/00/0000	209.64
				Vendor Total:	209.64
CHRISTOPHER JAMES GRAUER	2729	2023 WATER WELL EASEMENT	0	00/00/0000	1,000.00
				Vendor Total:	1,000.00
HACH COMPANY	0324	SAMPLE CELLS,SULFATE,SULFURIC ACID,&COTTON SWABS	0	00/00/0000	227.76
				Vendor Total:	227.76
HAUG COMMUNICATIONS, INC	22	LAPEL MIC FOR HANDHELD RADIO	0	00/00/0000	139.00
				Vendor Total:	139.00
HOMETOWN LUMBER, INC.	987	WORK TABLE,TORCH/PROPANE, TOP RAIL,PAINT,BOLTS,NUTS,ETC	0	00/00/0000	327.96
				Vendor Total:	327.96
HONEYMAN AUTO SALES & SERVI	2694	ENGINE TUNE UP&INSPECTION 1567 &RPL TPMS SENSOR&TIRE RPR 1002	0	00/00/0000	710.14
				Vendor Total:	710.14
INLINE CONSTRUCTION	2321	SIDEWALK-OPEN SPACE LOT AT 6TH/CAROLINA	0	00/00/0000	1,380.00
				Vendor Total:	1,380.00
IRON HORSE TRAINING & FITNESS	2821	EMPLOYEE MEMBERSHIPS	0	00/00/0000	167.00
				Vendor Total:	167.00
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS	0	00/00/0000	10,619.67
				Vendor Total:	10,619.67

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

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Time: 4:04 pm

Page: 3

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
KA-COM, INC.	2030	LIGHTS,SIRENS,BUMPER GUARD,GUN MNT,ETC VEHICLE SET UP #1009	0	00/00/0000	8,572.88
				Vendor Total:	8,572.88
KANSAS MAYORS ASSOCIATION	1624	2023 MEMBERSHIP DUES-BARNES	0	00/00/0000	50.00
				Vendor Total:	50.00
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER MS20DM000070	0	00/00/0000	363.69
				Vendor Total:	363.69
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE-FEBRUARY	0	00/00/0000	860.13
				Vendor Total:	860.13
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	2,977.21
				Vendor Total:	2,977.21
LANDOLL COMPANY LLC	0093	METAL FOR #6606	0	00/00/0000	21.78
				Vendor Total:	21.78
LEFTY'S AUTO REPAIR	1202	OIL CHANGE,ROTATE TIRES,AIR FILTER,ETC #1005	0	00/00/0000	119.24
				Vendor Total:	119.24
LINK MEDIA OUTDOOR	2786	BILLBOARD RENT HWY 24-MARCH	0	00/00/0000	200.00
				Vendor Total:	200.00
MARYSVILLE ADVOCATE	0017	ORD 1917&1918,RES 2023-1,HRING 710 N 4TH/1507 JENKINS,&ADS	0	00/00/0000	506.25
				Vendor Total:	506.25
MARYSVILLE FIRE DEPARTMENT	1345	FIREMENS CONTRIBUTIONS MARCH	0	00/00/0000	230.00
				Vendor Total:	230.00
MID-STATE ORGANIZED CRIME INI	2094	2023 MEMBERSHIP DUES 8 OFFICERS	0	00/00/0000	100.00
				Vendor Total:	100.00
MUNICIPAL SUPPLY, INC	579	COUPLINGS,GASKETS,NUTS,BENDS, ETC	0	00/00/0000	1,742.90
				Vendor Total:	1,742.90
NELSON POWER & LIGHT	2339	LABOR TO TROUBLESHOOT DOWN TOWN LIGHTS 7TH-9TH ST	0	00/00/0000	424.50
				Vendor Total:	424.50
NEMAHA MARSHALL R E C	1044	ELECTRICITY-ST LIGHTS,WELLS,& LIFT STATIONS + <i>Billboard</i>	49805	03/22/2023	1,829.37 H
				Vendor Total:	1,829.37
NETWORK COMPUTER SOLUTION	2223	TECH SUPPORT-LOGIN ISSUE WATER SHOP&EMAIL ISSUE POLICE DEPT	0	00/00/0000	625.00
				Vendor Total:	625.00
NORTHERN TOOL + EQUIPMENT	2488	AIR COMPRESSOR REPLACEMENT HOSE-STREET SHOP	0	00/00/0000	137.81
				Vendor Total:	137.81
GORDON R. OLSON	2891	COURT APPOINTED SERVICES CASE 22TR14514	0	00/00/0000	100.00
				Vendor Total:	100.00
PACE ANALYTICAL SERVICES INC	2519	WASTE WATER ANALYSIS MARCH	0	00/00/0000	523.00
				Vendor Total:	523.00
KENDALL J. PEEKS	2826	MOWING LEVEE-1ST PAYMENT 2023 FLOOD CONTROL	0	00/00/0000	3,500.00
				Vendor Total:	3,500.00
QUILL CORPORATION	0132	PAPER TOWELS,TOILET PAPER,COPY PAPER,FOLDERS,&WHITE OUT	0	00/00/0000	603.03
				Vendor Total:	603.03

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3794 3/27/23

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Page: 4

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
REFLECTIONS	1054	REIMBURSE LABOR INSTALL LED LIGHTS-REFLECTIONS 901 BRDWAY	0	00/00/0000	195.00
				Vendor Total:	<u>195.00</u>
RINGSIDE-CSI-FITNESS 1ST	2892	COMBAT SPORTS CURVED KICK SHIELDS&SUBMISSION MAN DUMMY	0	00/00/0000	1,171.95
				Vendor Total:	<u>1,171.95</u>
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	4,165.00
				Vendor Total:	<u>4,165.00</u>
SIMPLOT GROWER SOLUTIONS	2770	LEEVE CHEMICALS-SPIKE 20P, ROUNDUP MAX,&ALTITUDE LV-6	0	00/00/0000	1,733.75
				Vendor Total:	<u>1,733.75</u>
SMALL ENGINE WAREHOUSE	2732	TRIMMER LINE & PICK UP TOOLS	0	00/00/0000	363.33
				Vendor Total:	<u>363.33</u>
TMHC SERVICES, INC.	1907	ALCOHOL/DRUG TESTING, ADMIN FEE	0	00/00/0000	114.21
				Vendor Total:	<u>114.21</u>
TRUCK REPAIR PLUS, INC.	1715	SERVICE #6604-OIL & FILTER CHANGE,GREASED,INSPECTED,ETC	0	00/00/0000	325.05
				Vendor Total:	<u>325.05</u>
VANTAGEPOINT TRANSFER AGEN 921		ICMA RETIREMENT CONTRIBUTIONS FEBRUARY	0	00/00/0000	250.00
				Vendor Total:	<u>250.00</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:	322,551.21
				Less Credit Memos:	<u>0.00</u>
				Net Total:	322,551.21
				Less Hand Check Total:	<u>61,193.35</u>
				Outstanding Invoice Total :	261,357.86
	Total Invoices:	76			

City Administrator's Report

3/23/2023

3/27/2023 Council Meeting

1. Mill and Overlay Projects

Hall Brothers has submitted a bid to work on the three request projects; 9th Street from Calhoun to Jenkins, Elm Street from 3rd to 4th and the Airport Hangers Road. Their bid totals \$90,728.10

Pages: 96

2. Water Tower Cleanout/Inspection

Included are two bids for inspecting the two water towers and the water storage tank by the Water Plant. The plan is to drain the two water towers, separately, and wash them out. The inspectors will also put a remote operated vehicle in the storage tank while it is still full to do the inspection. The lowest combined bid came from Utility Service Co for \$5,700.

Pages: 97-114



Proposal

March 17, 2023

To: City of Marysville

Re: N. 9th Street, Elm Street, Airport Hangers Road

ITEM	QTY		Unit Price	Amount
N. 9th Street (Calhoun to Jenkins) 1.5" Mill & Overlay	2,340	SY	\$ 18.60	\$ 43,524.00
Elm Street (3rd to 4th) Edge mill & 1.5" Overlay	957	SY	\$ 24.15	\$ 23,111.55
Airport Hangers Road	1,447	SY	\$ 16.65	\$ 24,092.55
			Total	\$ 90,728.10

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. Hall Brothers, Inc. & our subcontractors will not be liable for any damage to the underlying brick that may occur during the milling operation. 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



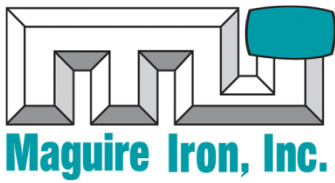
1196 E. Pony Express Hwy.

P.O. Box 166

Marysville, KS 66508

Tel 785.562.2386

Fax 785.562.5543



CONTRACT FOR SERVICES

This contract made and entered into this 21 day of February, 2023, by and between MARYSVILLE, KS - CITY OF hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

GST - 1000MG

WITNESSETH:

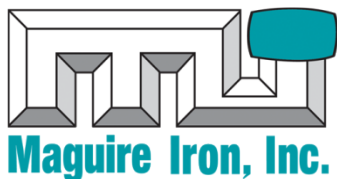
Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Remote Operated Vehicle (ROV)

- Tank to remain in service during the inspection procedure
- Tank interior wet area to be inspected with an ROV to assess sediment accumulation, coating condition and overall tank integrity
- ROV to be disinfected with 200ppm chlorine solution prior to immersion
- Tank exterior and interior dry area (if applicable) to be visually inspected to include all coating, vents, hatches and screens
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the Owner's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **\$ 3,900.00** plus applicable sales, excise, and/or use tax shall become due and payable in full.

Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**



WATER TOWER EXPERTS

✉ info@maguireiron.com
📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104
☎ (605) 334-9749

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

HAZARDOUS MATERIAL DISCLAIMER: *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

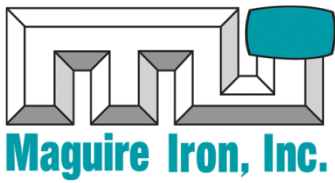
Owner: MARYSVILLE, KS - CITY OF

By: [Redacted] (Name) [Redacted] (Title)
By: [Redacted] (Name) [Redacted] (Title)

MAGUIRE IRON, INC.

By: Tony Grant (Authorized Agent) 02/21/2023 (Date)

Date Accepted: _____
Upon acceptance, please provide two (2) signatures and date the agreement.



CONTRACT FOR SERVICES

This contract made and entered into this 22 day of February, 2023, by and between MARYSVILLE, KS - CITY OF hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

Multi-Leg - 250MG

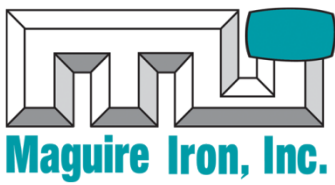
WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at \$575/hour. Additional days required will be charged at \$2500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ 1,850.00 plus applicable sales, excise, and/or use tax shall become due and payable in full.



WATER TOWER EXPERTS

✉ info@maguireiron.com

📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104

☎ (605) 334-9749

Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

HAZARDOUS MATERIAL DISCLAIMER: *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner: MARYSVILLE, KS - CITY OF

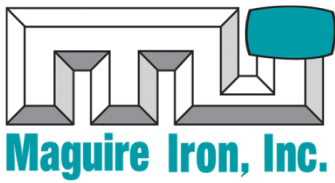
By: _____ (Name) _____ (Title)

By: _____ (Name) _____ (Title)

MAGUIRE IRON, INC.

By: Tony Grant (Authorized Agent) 02/22/2023 (Date)

Date Accepted: _____
Upon acceptance, please provide two (2) signatures and date the agreement.



CONTRACT FOR SERVICES

This contract made and entered into this 22 day of February, 2023, by and between MARYSVILLE, KS - CITY OF hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

Sphere - 500MG

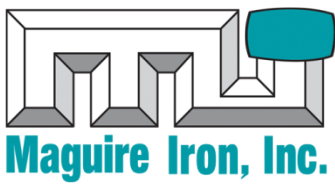
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Cleanout

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- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ 1,950.00 plus applicable sales, excise, and/or use tax shall become due and payable in full.



WATER TOWER EXPERTS

✉ info@maguireiron.com

📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104

☎ (605) 334-9749

Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

HAZARDOUS MATERIAL DISCLAIMER: *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner: MARYSVILLE, KS - CITY OF

By: _____ (Name) _____ (Title)

By: _____ (Name) _____ (Title)

MAGUIRE IRON, INC.

By: Tony Grant (Authorized Agent) 02/22/2023 (Date)

Date Accepted: _____
Upon acceptance, please provide two (2) signatures and date the agreement.



Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
veolianorthamerica.com

Date: _____ Submitted by: _____ Local Phone: _____
SFID: _____ MP / CS Asset: _____

Entity Proposal Submitted To ("Customer"):			Phone Number:	Fax Number:	
Street Address:			Description of Work to be Performed:		
City:	State:	Zip Code:	Asset Name:		
Accounts Payable Contact Name:	Email:		Job Site Address:		
Job Contact (Inspection Reports):	Email:		County / Parish:	Asset Size:	Asset Style:

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

----00 /100 Dollars \$ _____ .00

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically
Ninety (90) _____ days following the date of this Proposal.

Authorized
USCI Signature

Acceptance of Proposal The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? No Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month _____ Customer Signature _____

Date of Acceptance _____ Printed Name _____

FOR INTERNAL USE ONLY

SFID: _____ CN: _____ SO: _____ MP / CS PN: _____



Proposal from

UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069

Toll-free: 855-526-4413 | Fax: 478-987-2991

veolianothamerica.com

Exhibit A – Scope of Work



Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
veolianorthamerica.com

Exhibit B – Terms and Conditions

A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.



Exhibit B – Terms and Conditions (Continued)

K. SATISFACTION OF WARRANTY CLAIM

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

L. INDEMNIFICATION

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment was installed, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

M. FORCE MAJEURE

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

N. LIMITATION OF LIABILITY

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

O. GOVERNING LAW AND DISPUTE RESOLUTION

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.



Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
veolianorthamerica.com

Date: _____ Submitted by: _____ Local Phone: _____
SFID: _____ MP / CS Asset: _____

Entity Proposal Submitted To ("Customer"):			Phone Number:	Fax Number:	
Street Address:			Description of Work to be Performed:		
City:	State:	Zip Code:	Asset Name:		
Accounts Payable Contact Name:	Email:		Job Site Address:		
Job Contact (Inspection Reports):	Email:		County / Parish:	Asset Size:	Asset Style:

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

----00 /100 Dollars \$ _____ .00

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically
Ninety (90) _____ days following the date of this Proposal.

Authorized
USCI Signature

Acceptance of Proposal The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? No Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month _____ Customer Signature _____

Date of Acceptance _____ Printed Name _____

FOR INTERNAL USE ONLY

SFID: _____ CN: _____ SO: _____ MP / CS PN: _____



Proposal from

UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069

Toll-free: 855-526-4413 | Fax: 478-987-2991

veolianothamerica.com

Exhibit A – Scope of Work



Proposal from

UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069

Toll-free: 855-526-4413 | Fax: 478-987-2991

veolianorthamerica.com

Exhibit B – Terms and Conditions

A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.



Exhibit B – Terms and Conditions (Continued)

K. SATISFACTION OF WARRANTY CLAIM

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

L. INDEMNIFICATION

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment was installed, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

M. FORCE MAJEURE

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

N. LIMITATION OF LIABILITY

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

O. GOVERNING LAW AND DISPUTE RESOLUTION

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.



Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
veolianorthamerica.com

Date: _____ Submitted by: _____ Local Phone: _____
SFID: _____ MP / CS Asset: _____

Entity Proposal Submitted To ("Customer"):			Phone Number:	Fax Number:	
Street Address:			Description of Work to be Performed:		
City:	State:	Zip Code:	Asset Name:		
Accounts Payable Contact Name:	Email:		Job Site Address:		
Job Contact (Inspection Reports):	Email:		County / Parish:	Asset Size:	Asset Style:

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

----00 /100 Dollars \$ _____ .00

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically
Ninety (90) _____ days following the date of this Proposal.

Authorized
USCI Signature

Acceptance of Proposal The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? No Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month _____ Customer Signature _____

Date of Acceptance _____ Printed Name _____

FOR INTERNAL USE ONLY

SFID: _____ CN: _____ SO: _____ MP / CS PN: _____



Proposal from

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Exhibit A – Scope of Work



Proposal from

UTILITY SERVICE CO., INC.

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veolianorthamerica.com

Exhibit B – Terms and Conditions

A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.



Exhibit B – Terms and Conditions (Continued)

K. SATISFACTION OF WARRANTY CLAIM

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

L. INDEMNIFICATION

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment was installed, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

M. FORCE MAJEURE

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

N. LIMITATION OF LIABILITY

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

O. GOVERNING LAW AND DISPUTE RESOLUTION

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.

City Council Staff Report

Subject: Firearms Range
Author: Matt Simpson, Chief of Police
Department: Marysville Police
Date: 3/20/2023

Summary:

I am not advocating for opening the firearms range, nor am I advocating against it. I firmly believe that is a City Council decision as any liability that occurs at the firearms range will be held against the City, not the police department. If the decision is made to open the firearms range to the public, I would propose the following for your consideration as an opportunity for the community to have a safe space to practice marksmanship and shooting, while doing so in a way that doesn't overburden city staff.

Recommendation:

I believe the firearms range should be treated as a facility rental. If a person or person(s) wishes to utilize the firearms range, they would schedule a time slot with the City Court Clerk at the Police Department (the scheduling could also be managed out of City Hall if preferred as they do the remaining facility rentals). They would arrive at the police department to review/sign the firearms range rules and liability waiver and schedule a time with the clerk. A nominal fee should be charged and deposited into a separate firearms upkeep account with the funding being directed back to range upgrades and maintenance. There will be additional maintenance needed with increased shooting. That fee should be set by council, but from my experiences, it's typically around \$7-\$10 per person per hour for other range rentals across the state (enough to cover costs of maintenance and upkeep, without profit).

Here's how it would work. Example: John Smith wants to reserve the range for Saturday, from 10:00 AM – 12:00 PM. John visits the police department throughout the week when the clerk's office is open, reviews and signs the range rules and liability waiver, and pays the maintenance/upkeep fee. John is then entitled to exclusive use of the range during that two-hour block. No instructors or range masters are provided. No additional staff is needed. John visits the police department on Saturday morning and checks out the range flag and gate key at 9:30 AM from a Knox box installed on the front of the building. John utilizes the range and then returns the range flag and gate key no later than 12:30 PM (a half hour before and a half hour after the rental). The Knoxbox code can be changed as needed.

The rules and regulations would be set and approved by City Council and a person or person(s) would be denied access in the future for violating those rules and regulations. It is my belief this is the safest way to open the range, allow our citizens to use the range in a manner that fits their individual needs and interests, and alleviates a need for additional staff.

Needed to Accomplish this:

- Signage Posted (rules, regulations, and waivers printed and posted at the range) – (\$750 estimate)
- Rifle rated steel plates at the 25-yard, 50-yard, and 70-yards on the rifle side of the range (\$500-\$750 estimate)
- Rifle rated steel plates on the pistol side (\$500-\$750 estimate)
- Electronic Knox box with the ability to change punch codes (\$500 estimate)
- Two rifle benches with shooting platforms (currently being built for PD usage)
- Surveillance system (\$5,000 estimate, could be more, could be less)
- Power installed at some point to facilitate a surveillance system (unknown cost – I am happy to look into this if the council elects)

Options to Consider:

- 1) Most people are okay shooting steel. If individuals do not want to shoot steel, we could provide a target set at the PD for cost when individuals sign up. That set would consist of (2) 1"X2" boards, a cardboard backer, (5) paper targets, and (4) binder clips. Our cost would be around \$5.00. We would not make any profit on selling these but would recoup our cost with minimal investment. These are not mandatory purchases but would assist individuals in helping people enjoy the range usage and not have to buy these items separately. We buy them in bulk.
- 2) Having a rangemaster out there and present. While this sounds like a good idea, this is counterproductive to me and incurs much greater liability. If the city hires a rangemaster, there is a huge cost involved both in certification and hourly wages. The city then incurs greater liability because you are assigning a person in charge of the range and its safety, versus simply allowing it's use as a private rental with a signed waiver of liability.

If it's a private person acting as a rangemaster, anyone can designate themselves a "rangemaster". You absolutely could require proof of certification, and that's a step in the right direction, but that simply means someone attended a course. That doesn't mean they will follow the regulations or act in a safe manner. Furthermore, that doesn't mean they will offer a "safe" range or be able to keep a group of individuals shooting in a safe manner. There are many professional rangemasters out there, and there are equally as many folks that are unsafe and unprofessional whom have simply completed a 3-day course, and now call themselves a "rangemaster".

- 3) The other issue with having a rangemaster and “open range” is that some folks want to practice shooting as close as 5 yards, while others want to sight in a rifle at 50-yards. When the range is “open” and not scheduled, you have competing interests. Our range does not have moving targets as most indoor ranges do. I have yet to see an open outdoor range such as this work safely. You will undoubtedly have two different families, or two different groups show up to use the range at the same time, and want to use it in different manners, different distances, and different purposes. From my “personal” experience, this simply doesn’t work and leads to more frustration than anything with the outcome being an unsafe condition.
- 4) The last option to consider is to leave the “police” firing range as is. The city could elect to open the old firing range by the Brush Dump for public use. That range is smaller, more manageable, and available for use without incurring the wear and tear on the police range. It could be offered on a first come, first serve basis, while avoiding nearly all the other discussion items above.

My Support:

Those are the items I believe you should consider when deciding.

I support any decision the council makes if it is equal access for everyone (not a “I know someone” situation). I’ve been approached by community members who have expressed an interest in general conversations, and the one item that has been passed on to me, is that they hope it’s not a “who you know” type situation. As a department head, I believe it’s my duty to pass that on to you as you make your decision as that’s been the community feedback.

My only other request is that it doesn’t take away from our officers’ time building relationships, attending community events, and simply being good stewards of policing. We have become Nationally and State Accredited without requesting additionally personnel. Our current staffing level does not support us having designated hours at the range, nor do I believe this should be a function of the police department.

If this is approved by you, I believe we could have the signage, waivers, and plans in place in approximately 60 days (minus electricity). Installing electricity at the range would support the police department’s vision of a training facility and support the opportunity of opening the range to the public. Without installing a power source to operate 24/7 surveillance cameras, that allows for mischievous actions or unintentional injuries including death, without any real ability to investigate exactly what occurred on this high liability city property. Nonetheless, if approved, I am eager to move forward and support the City’s vision for the firearms range.