

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

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

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

2. PUBLIC COMMENTS

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

3. BUSINESS AND DISCUSSION ITEMS

- | | |
|--|-------------|
| 1. Quote for Fire Station Software -Alex Rombeck | Pages 07-08 |
| 2. Mother’s Day Market & Chicken BBQ Request May 7 th & 8 th – Kate Tommer | Pages 09-10 |
| 3. Big Blue River Days & BBQ Request June 3 rd & 4 th – Kate Tommer | Pages 11-13 |
| 4. Story Walk Request – Mandy Cook | Page 14 |
| 5. Tennis Courts Construction & Maintenance Agreement – John McNish | Pages 15-19 |
| 6. Sprinkler Repair / Replace Red Diamond Quote | Pages 20-21 |
| 7. Dust Control 12 th Rd Petition – Sandie Kemplay; (Memo-Quote) | Pages 22-28 |

4. NOTICES AND HEARINGS

5. CONSENT AGENDA

- | | |
|---|---------|
| 1. Convention & Tourism Request for Funds | Page 29 |
|---|---------|

6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3769

Pages 30-34

7. STAFF REPORTS

- | | |
|--|-------------|
| 1. Administrator | Page 35 |
| a. Fire Station Meeting Room Rental Policy | Page 36 |
| b. Storm Sewer Report Findings | Pages 37-42 |
| 2. City Clerk | |
| a. Toby Carrig declined bonus | |
| b. Spring Clean Up Week April 18 th thru April 22 nd | Page 43 |

8. STANDING COMMITTEE REPORTS

- | | |
|--|-------------|
| 1. Street | |
| 2. Water & Wastewater Treatment | |
| 3. Parks & Recreation | |
| 4. Cemetery & Airport | |
| a. Airport Hangar Lease Agreement – Jason Barnes | Pages 44-48 |
| 5. Police & Fire | |
| 6. Administration & Finance | |

9. APPOINTMENTS & WAGE DETERMINATION

City Prosecutor – *John McNish* - Mar 29, 2022, to Dec 31, 2022
Tree Board – *Deborah Bell* – Apr 1, 2022, to Dec 31, 2024
 Sharon Kramer – Apr 1, 2022, to Dec 31, 2024
 Rick Cudney – Apr 1, 2022, to Dec 31, 2024

10. CITY ATTORNEY/EXECUTIVE SESSION

11. ROUNDTABLE DISCUSSION

ADJOURNMENT

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

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

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

The minutes from the February 28th regular meeting were presented for approval. CM Throm moved, CM Snellings seconded to approve the minutes as presented. Motion carried by 8-0 voice vote.

PUBLIC COMMENTS:

BUSINESS AND DISCUSSION ITEMS:

1. **FLOWER GARDEN FUNDS REQUEST.** Diane Schroller and a group of women asked the City to reimburse up to a total of \$500 for flowers and supplies purchased for the 7th Street Corridor, Water Tower Hill, and the Flower Garden in City Park. CM Throm moved to approve up to \$500 reimbursement funds for flowers and supplies with the receipts supplied to City Hall, CM Goracke seconded. Motion carried unanimously.
2. **HOMEOWNER ASSISTANCE.** Diane Schroller and Darlene Boss presented a request to start a program to pay homeowners for lumber, paint, doors, windows, trees, and shrubs. They requested the City provide information to local citizens about City Codes, nuisance regulations and assistance programs. Several Council Members said there are programs available in many places for low-income families for home repairs. The City of Topeka received a large grant to fund projects in their city for low-income families which Topeka used to facilitate grants for home repairs. It was also mentioned citizens should put house numbers on their property. CM Frye suggested the Police & Fire Committee could meet and discuss the patrolling officers could record nuisance violations they see.
3. **CDBG GRANT AGREEMENT FOR LAGOON PROJECT.** The grant agreement NO. 22-PF-025 for \$600,000 between the State of Kansas Department of Commerce and the City of Marysville to update the lagoons was presented for approval. CM Throm moved to approve grant agreement 22-PF-025 with the Kansas Department of Commerce, CM Frye seconded. Motion carried unanimously.
4. **KIWANIS EASTER EGG HUNT.** Ryan Smith from the Kiwanis requested to use the City Park for the annual Easter Egg Hunt on April 9, 2022. They would like to close the park entrances from 12:00p.m. to 2:00 p.m. CM Throm moved to allow the Kiwanis to close the City Park entrances for the annual Easter Egg Hunt and the City will supply the cones. Snellings seconded. Motion carried unanimously.

NOTICES AND HEARINGS:

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

1. Alcohol Consumption-Marshall County Arts Cooperative artist reception, March 31, 2022, at Lee Dam Art Center.
2. Marysville Methodist Church requests to use Lions Parks on April 9, 2022, for their Easter Egg Hunt from 10:00 p.m. to 4:00 p.m. with the hunt taking place at 2:00 p.m.
3. City Clerk's Report for February showed \$44,752.66 collected in receipts with a like amount being deposited with the City Treasurer.
4. Cash balances in funds as of February 28, 2022, were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through February 2022 showed unadjusted accumulated revenues in the General Fund of \$1,035,702 or 40% of budget; Water Revenue Fund, \$136,515 or 15% of budget, Sewer Revenue Fund, \$529,999 or 69% of budget. Unadjusted statement of expenditures in the General Fund totaled \$400,785 or 14% of budget, Water Revenue Fund, \$127,281 or 9% of budget, and Sewer Revenue Fund, \$100,689 or 9% of budget.
5. Municipal Judge's Report for January showed \$1,773.50 being deposited with the City Treasurer and \$164.50 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

APPROPRIATIONS ORDINANCE NO. 3768

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$146,186.10; Water Revenue Fund, \$18,396.74; Sewage Revenue Fund, \$12,002.14; Special Improvement Fund, \$153,433.75; Library Revolving Fund, \$6,754.52; Library, \$3,192.95; Library Employee Benefits, \$1,444.13; Swim Pool Sales Tax, \$124.44; Koester Block Maintenance, \$301.03; Employee Benefits, \$30,772.84; Transient Guest Tax, \$3,912.34; Sales Tax Improvements, \$14,840.76; making a total of \$391,361.74.
2. An appropriations ordinance was introduced and considered to honor claims against the funds of the City as audited by the Finance Committee. CM Throm moved, CM Behrens seconded to approve the appropriations ordinance totaling \$391,361.74.
3. Motion to approve the appropriations ordinance carried by 8-0 roll call vote. City Clerk Holle assigned Ordinance No. 3768.

STAFF REPORTS:

WATER/WASTEWATER:

1. **SEWER VAC TRUCK OPTIONS.** WWS Bargman presented four options regarding the sewer vac truck damaged by freezing. Option 1-repair the vac bed on the truck which is estimated to be at least \$36,974.67 and then sell the truck; Option 2-remove everything down to the chassis and sell. The estimate by a truck dealer to sell the truck is approximately \$30,000.00; Option 3-remove everything down to the chassis, install hydraulics and a dump box for approximately \$32,000.00 and use the truck in the Street Department. If the City needs a dump truck the truck dealer thought Option 3 would be the best option because the truck has low miles. The Street Department could remove the box, or the dealer could remove the box for about \$2,000.00. Option 4-sell the truck as is the estimate from some interested parties is \$20,000.00. The Council

consensus is to keep the truck and put new hydraulics and a snowplow on it. WWS Bargman will get a quote to remove the old bed and install the snowplow and dump bed and a pintle hitch. The City will also sell the vac pump from the old truck.

CITY ADMINISTRATOR:

- 1. FIRE STATION FLOORING.** CA St. John included a quote from Feldkamp's Furniture, Marysville for \$11,884.48 for all options. This would include entry way \$232.80, carpet squares for meeting room \$5,558.00, vinyl tile squares for the kitchen and bathrooms on the meeting room side only \$2,992.68, additional supplies \$800.00 and labor \$2,301.00. After discussion, Council asked to get a quote to remove the cove trim so the carpet could be laid against the wall and then replace the trim and touch up the paint, as necessary. Council decided to carpet the meeting room, office and entry door only pending the updated quote. Council would also like a quote to use only one-color carpet square but incorporate a pattern.
- 2. BLEACHERS FOR FELDHAUSEN FIELD.** CA St. John presented for information only two options to update the bleachers at Feldhausen Field. If the City would remove the deteriorated wooden seats and replace them with aluminum seats, it would cost approximately \$27,344.87. If the City would replace the bleachers totally with new aluminum bleachers it would cost approximately \$26,932 plus freight. No action was taken. The Council discussed conducting a fund raiser to pay for the improvements.
- 3. 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. CA St. John noted the loan for the sewer vac truck is showing in the sewer fund, the truck will be paid for in April. He also noted the pool fund will make a final payment to the sales tax fund in the fall to complete the pool bond pay-off.

CITY CLERK:

- 1. ALLIANCE INSURANCE-EMC INSURANCE RENEWAL.** Jen Sedlacek the agent from Alliance Insurance included a quote for the City's annual insurance renewal for property, liability, and vehicles on April 1, 2022. The quote is \$144,260 which included the library's share. The increase for the City's share is approximately \$16,000 which is due mostly to higher property valuations and the addition of the new fire station. CM Throm moved to approve the renewal for \$144,260. CM Behrens seconded. Motion carried unanimously.
- 2. POOL PUNCH CARD PRICING.** CC Holle presented a suggested price increase for Pool Punch Cards. The entry fee increased at the pool to \$5 which is an increase of \$1. The increase in the punch cards would be \$.50 per entry. 10 punches would cost \$40 and 20 punches would cost \$70. These cards can be used by anyone and are good for the current season only. CM Frye suggested that we leave the punch cards at the current price which is \$35 for 10 punches and \$60 for 20 punches and the Council agreed.

STANDING COMMITTEE REPORTS:

STREET:

1. **SWEEPER OUT RUNNING THE STREETS.** CM Throm said the street sweeper was out cleaning up salt from the streets.
2. **TRASH CANS ON BROADWAY.** CM Frye suggested the City should update the trash cans on Broadway. He also would like to add a trash can near the corner of 10th and Broadway on the south side near the Koester Museum. There are 21 trash cans from 4th to 10th and 11th to 12th. The present trash cans are approximately 30 gallons and cans on pedestals were suggested. A committee can research styles and local businesses should be consulted.
3. **5 YEAR PLAN FOR STREET IMPROVEMENTS.** CM Keating asked for a copy of the 5-year plan for major street improvements. CA St. John said it is on the website and it is updated yearly if a road needs immediate attention. CM Keating will be provided a copy of the plan.
4. **WIDEN N. 9TH STREET.** CM Frye asked if the City is still working with the Murphy's concerning widening the curve on N. 9th Street near the elementary school playground. Council said Murphy's are interested in allowing the City to make the improvement if the City is willing to replace their retaining wall. CA St. John will talk to the City Attorney about an easement.

WATER & WASTEWATER:

PARKS & RECREATION:

1. **POOL.** Council asked if the contractor who will repair the pool had been contacted. CA St. John reported Continental Pool should be here in a couple of weeks to look at the pool.
2. **BALLPARKS.** Council said the ballparks are looking good. CM Price asked if he could move the boards in the new fence closer together because lights shining through the boards is distracting to the players. CM Price also asked when the remaining portions of the fence will be installed. The lights have been installed and Every and Hanover Electric needs to complete the hookup. He asked if the foul ball netting had been ordered and when the poles would be installed. CA St. John said the holes should be drilled this week. CM Price asked when the roll-up doors for the concession stand at Lakeview and the rods for the foul ball net had been ordered. He also asked when new ceiling fans would be installed would be installed at Lakeview concession stand.

CEMETERY & AIRPORT:

1. **AIRPORT BUILDING.** CC Holle said that Inline was painting the interior of the building and the epoxy floor should be installed next week. The guttering will be done as the weather allows.

POLICE & FIRE:

1. **COMMITTEE MEETING ON NUISANCES.** The council would like the Police and Fire Committee to meet to discuss the police enforcement of City Codes with vehicles and other nuisances. Some nuisances are enforced by the code enforcer and some nuisances are enforced by police. Council discussed the proposal by Diane Schroller and Darlene Boss. The council said if we had a grant then funding projects would be considered, but they do not want to be in the business of painting houses. CC Holle will set up a Police and Fire Committee meeting when

Police Chief Simpson returns from training. The Council also discussed the pros and cons of the City facilitating a citywide clean-up of junk.

ADMINISTRATION & FINANCE:

1. **EMPLOYEE APPLICATIONS.** It was reported that notices have been placed in several places for seasonal employees for the Code Enforcer, Pool, Water/Sewer Department, Street Department, and the Park/Cemetery Department. Also, full-time employment in the Water/Sewer Department.

APPOINTMENTS:

CITY ATTORNEY:

EXECUTIVE SESSION:

At 8:40 p.m. CM Goracke moved to recess in executive session to discuss possible acquisition of real estate pursuant to the acquisition of real estate exception K.S.A. 75-4319 (b) (6) and to discuss personnel matters of non-elected personnel, discussion on specific personnel matters, not general personnel policies, exception KSA 75-4319 (b) (1). This session will include the Mayor and the City Council. The open meeting will resume in the city council chamber at 8:55 p.m. CM Throm seconded. Motion carried 8-0. At 8:55 p.m. council reconvened. Mayor Barnes reported no action was taken during the executive session and the regular session was continuing.

ROUND TABLE DISCUSSION:

1. **GREAT JOB SNOW CREW.** CM Frye said the snow crew did a great job.
2. **ECONOMIC DEVELOPMENT.** CM Beikman said he thought the City could find money to use to help fund the projects suggested by Diane Schroller and Darlene Boss. Mayor Barnes said the City already funds some of the projects and there are other programs that help fund home repairs if you qualify. CM Frye commented about the difficulty in administering this type of program. Mayor Barnes said the City should target nuisances.
3. **FECES AT DOG PARK.** CM Throm said he had heard lots of complaints about people at the Bark Park not cleaning up after their dogs. There are 2 doggies pot stations at the Bark Park. CM Throm said the City crews will not clean up the park.
4. **TRASH AT FIRE STATION.** CM Price asked for a small trash container from Temps Disposal service to be placed at the new Fire Station.
5. **TENNIS COURT AGREEMENT.** CM Frye asked about the tennis court improvement agreement. City Attorney McNish is working on the agreement.

There being no further business, at 9:03 p.m. CM Beikman moved to adjourn, CM Frye seconded. Motion carried unanimously.

Cindy Holle
City Clerk



Quote Date: 02/28/2022
 Customer Name: Marysville Fire Department (KS)
 Quote #: Q-62168
 Quote Expiration date: 05/29/2022
 ESO Account Manager: Colin Carter

CUSTOMER CONTACT

Customer: Marysville Fire Department (KS)
 Name: [REDACTED]
 Email: [REDACTED]
 Phone: [REDACTED]

BILLING CONTACT

Payor: Marysville Fire Department (KS)
 Name: [REDACTED]
 Email: [REDACTED]
 Phone: [REDACTED]
 Address: [REDACTED]
 Billing Frequency: Annual
 Initial Term: 12 months

Asset Management/Checklist

Product	Volume	Price	Discount	Final	Term Type
Assets-Checklist Bundle	8 Vehicles	\$2,095.00	(\$0.00)	\$2,095.00	Recurring
Asset Management and Checklist - Training and Implementation	8 Vehicles	\$950.00	(\$0.00)	\$950.00	One-time

Personnel Management

Product	Volume	Price	Discount	Final	Term Type
Personnel Management	24 Employees	\$845.00	(\$0.00)	\$845.00	Recurring
Personnel Management Data Migration	24 Employees	\$130.00	(\$130.00)	\$0.00	One-time

Fire

Product	Volume	Price	Discount	Final	Term Type
ESO Activities - Fire and Fire/EMS Agencies	1 Stations	\$195.00	(\$0.00)	\$195.00	Recurring
ESO Fire Incidents	1 Stations	\$995.00	(\$0.00)	\$995.00	Recurring
Fire Setup & Online Training	1 Sessions	\$595.00	(\$0.00)	\$595.00	One-time
Fire Incidents NFIRS Data Import	0 Incidents	\$1,995.00	(\$1,995.00)	\$0.00	One-time

Total Recurring Fees	\$	4,130.00
Total One-Time Fees	\$	3,670.00
Discounts	\$	(2,125.00)
TOTAL FEES	\$	5,675.00



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Asset Management/Checklist

Product	Description
Assets-Checklist Bundle	Web-based asset management and apparatus checklist for Fire and EMS.
Asset Management and Checklist - Training and Implementation	Training and configuration to include; group admin training, agency specific web-based sessions, online training and pre-recorded end user training.

Fire

Product	Description
Fire Setup & Online Training	Setup and Webinar Training Session for ESO Fire.
ESO Fire Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
Fire Incidents NFIRS Data Import	Data migration from previous RMS platform.
ESO Activities - Fire and Fire/EMS Agencies	Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.

Personnel Management

Product	Description
Personnel Management Data Migration	Migration of Information in Personnel Management that includes Demographics, Training Classes, Certifications, and Drivers License information.
Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Integrated with ESO EHR and Ad Hoc Reporting.

March 28, 2021

City Administrator St. John, Mayor Barnes & Council Members,

Marysville Chamber & Main Street is pleased to once again run the Mother's Day Market in partnership with the City of Marysville and the City's Convention & Tourism committee. This event benefits the Koester House Museum.

The following is a list of things we would like to request from the City to help with the Mother's Day Market and Chicken Barbecue, May 7-8 in Marysville's City Park.

- The electrical outlets and breakers will need to be checked ahead of time and repaired as needed, please.
- Please barricade the entrances to the park with cones by 4 p.m. Friday, May 7th. These should be moveable, so vendors can be allowed to drive in and out as they set up.
- Please place a "no long-term parking" sign by the playground parking area on Thursday morning and "no long-term camping" signs in the park on Tuesday before the Market.
- The Mother's Day Market committee would like to bring 'The Grove' back to the Mother's Day Market. In the past it was a great way to showcase local shops. Upon approval for the purchase of the tent the committee will contact the 811 number and arrange the utilities to be marked out a week prior to the event.
- Please ask the Marysville Police Department to check several times during the evenings of May 6th and 7th to make sure the barricades are up and no one is cruising through the park.
- We again request use of gators (donated by a local implement) and golf carts to be used by volunteer workers.
- Please place extra trash receptacles in the park and call Temps Disposal to arrange for dumpsters. Trash barrels need to be checked at the end of both Saturday and Sunday and dumped. Again with an increase in visitor traffic, we need additional barrels if possible (especially by each portable toilet) and another dumpster from Temps.

For the Sunday barbecue:

- This year's BBQ will be dine-in and carry out. We ask the City to set up the tent at 7th & Elm on Thursday or Friday of that week (pending weather).
- RSVP and Melissa Sandmann's class at MHS will again prepare our potatoes. Please have someone pick up the potatoes from Lincoln Center and from Room 201 at MHS and take them to the Wagon Wheel (this will be for storage until Sunday) to be put in the cooler until Sunday. Kate will let the City know when Melissa and RSVP let us know they are ready.

Please contact Kate Tommer at (785) 562-3101 with questions. Thank you for all you do for this event!

Kate Tommer, Marysville Chamber & Main Street
Toby Carrig, Convention & Tourism
Mother's Day Market Committee

MOTHER'S DAY MARKET				
ADVERTISING (\$1,500 BUDGET LINE IN C&T BUDGET)				
KCLY	Radio		\$312.00	
KNDY	Radio		\$170.00	
Marysville Advocate	Newspaper	Two 3x5 color ads	\$300.00	
Seneca Courier Tribune	Newspaper	2x4 color ad	\$96.00	
Washington County News	Newspaper	3x4.2 or 2x6.5 BW (no color available)	\$100.00	
Facebook	Social Media	Boosted/sponsored posts	\$125.00	
Kansas Tourism	Social Media	E-newsletter, FB, Instagram	\$200.00	
DTN/TravelKS.com	Website	Featured mobile listing (30,000 imp)	\$175.00	
				\$1,478.00
BARBECUE				
Create Event & Designs		Tables and Chairs	\$300.00	
Markan		Paper goods	\$200.00	
Wagon Wheel		Supplies	\$800.00	
Vans Barbecue Aces		Chickens and dinner prep	\$4,351.00	
				\$5,651.00
GROVE				
		Tent Rental and Setup	\$695.00	
		Tent Provider Mileage/Expenses	\$180.00	
				\$875.00
MISCELLANEOUS				
Purple Portables		3 reg/2 handiaps	\$580.00	
Idntiteez		4 new 2x3 informational signs	\$112.00	
				\$692.00
TOTAL				\$8,696.00

March 28, 2022

City Administrator St. John, Mayor Barnes & Council Members,

We are once again gearing up for the annual Big Blue River Days June 3 & 4, featuring the 31st Annual Autofest Car Show & 15th Annual Big Blue BBQ. In the past, the events were an enormous success, attracting thousands of people downtown Friday and Saturday.

As we gear up for our 2022 event, we again ask the City's help with a few things:

- For the BBQ, we ask to close the Railbed (7th St.) area from Broadway south to Walnut and Elm from 6th to 8th, including the Helvering parking lot & City Parking lot south of the Helvering Center, from Thursday at 5 pm to Sunday at noon.
- As in 2021, in exchange for use of the BBQ/Car Show tent for the Mother's Day Market (saving that event \$800), we ask the city crew to erect the white tent in the CES Group lot to the east of the Main Street/Tourism office. With the new location of the cornhole tournament we ask that the tent be located about 12 feet back from the sidewalk closer to the alley.

We are planning to again have bands at 7th & Broadway in front of the Pony Express Rider from approximately 6 pm to midnight both Friday & Saturday. We ask that the area in front be barricaded for dancing on Broadway.

- Friday evening Friday Night Cruisin! The area in front of the bands (mentioned above) will not be closed until after the Cruise Night is over.
- For Saturday's car show, we ask to again close Broadway from 10th to 4th streets, and half block side street closures for the show cars. We will ensure the Post Office is accessible during its hours of operation.
- We ask that the City again provide free city pool passes for car show and BBQ competitor families.
- We will be hosting a new event called Beer Olympics which will be held Saturday evening. We would like to request the use of the greenspace behind the murals by the pony statue. The games that are scheduled for the event are washers, cornhole, a chug off and beer pong.
- Saturday will again include events for kids on 4th street between Broadway & Elm, including face painting, inflatables and snow cones.
- Saturday afternoon will again have announcements and music near the Pony Express statue. BBQ awards will be given inside the Helvering Center or outside depending on Covid protocol.
- We are once again working on plans for a Cornhole Tournament on Friday evening to keep visitors downtown later into the evening. No additional closures will be required for this event, which will be in a new location. It will be held in the 7th street corridor west of Wagon Wheel.
- We would like to ask the council for approval of the consumption of beer in the BBQ & Car Show corridors on Friday and Saturday again this year. We will have signage and require wristbands as in the past, and we will fill out all necessary paperwork for this request.

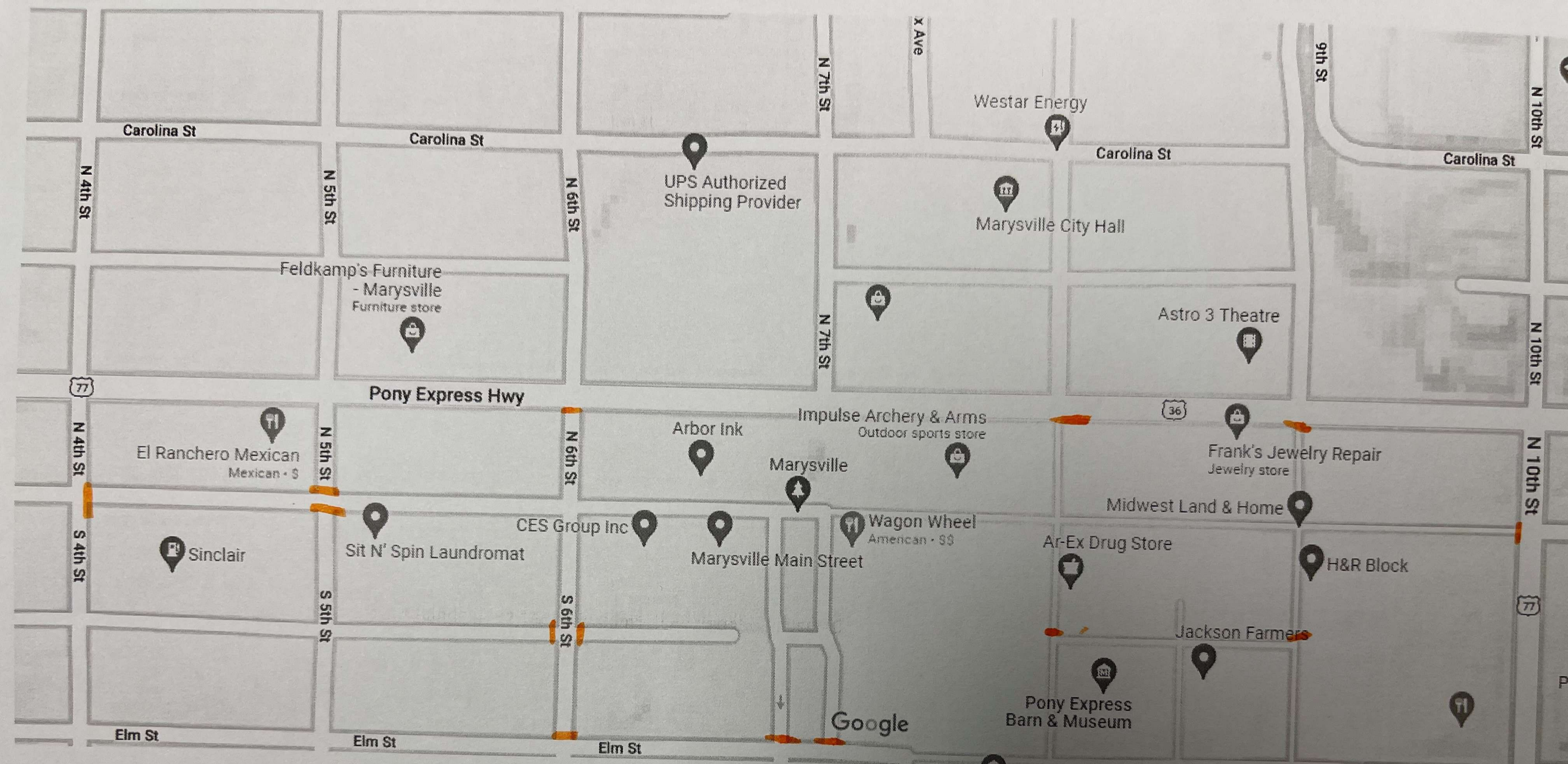
We will be working with Bill Schwindamann on a storm shelter and Covid-19 guidelines

- We request permission to put a grain bin structure (same as last year) at 7th & Broadway on the wheel for ticket sales, beer sales and event information. Marysville Chamber & Main Street would like to ask for permission to sell beer again with the proper permits & insurance. We will be purchasing the beverages locally and will fill out all necessary paperwork for this request.


Overall, the 2022 Big Blue Barbeque Championship and Autofest Car Show should be a successful repeat of previous year's events. We appreciate your partnership on Marysville's biggest event weekend each year.

Please contact Kate Tommer at (785) 562-3101 or kate@marysvillecms.com with questions. Thank you for all you do for our events!

Respectfully,
Marysville Chamber Main Street, Big Blue BBQ & Autofest Car Club



Map data ©2022 Google 200 ft

 Barricades



March 23, 2022

Dear Marysville City Council Members:

The Marysville High School KAY Club is excited to apply for the Be the Spark grant through Blue Cross Blue Shield of Kansas for a permanent StoryWalk through Marysville City Park. The grant application is due by April 1, 2022. At our last visit, the Council approved our continued pursuance of this project.

When we submitted our letter of recommendation to the grant committee, we had the opportunity to receive feedback about our StoryWalk. It was suggested to determine community supporters of this project. The committee recommended we ask for monetary assistance as a show of contribution and faith in the proposal.

The two entities most involved with this StoryWalk project are the City of Marysville and the Marysville Public Library; upon meeting about this topic, the KAY board decided we would ask for a \$1,000 donation from each as a show of that support and encouragement.

Our sponsor, Mandy Cook, is going to the Marysville Public Library board on Wednesday, March 23 to ask for their support. This letter was submitted before that determination was made.

As the grant request for this plan will be nearly \$20,000, the donation of \$1,000 from each entity will not cover the whole project and is not intended to do so, but instead will show their encouragement. We would appreciate it if the City of Marysville would extend their donation of \$1,000 to the KAY Club to help fund the StoryWalk project in the Marysville City Park.

Thank you for your time.

Sincerely,
Marysville High School KAY Club Board Members

Ariona Miller, President
Ian Cook, Vice-President
Makenzie Box
Noah Halbert
Elena Kramer
Rose Latta
Paige Wilcox
Mandy Cook, Sponsor

GIFT AGREEMENT

FOR THE CONTRUCTION, RE-CONSTRUCTION AND MAINTENANCE OF THE MARYSVILLE TENNIS COURTS

The following sets forth the agreement between Chad Kramer and Joy Kramer (the “Donor”) and the City of Marysville, Kansas, a Kansas municipality (the “City”). This agreement will be made part of the City’s official records and is intended as a guide to those who administer it.

1. Gift. The Donor, in consideration of Donor’s abiding interest in tennis, hereby pledges, gives, or commits to the City the amount of not less than \$350,000.00 which will be utilized by the City for the purpose hereinafter set forth. In addition, the Donor hereby pledges, gives or commits to the USD 364 the amount of \$5,000.00 per year to for its Capital Improvement Fund to be used for the maintenance of the tennis court, including without reservation, resurfacing the tennis courts. Prior to the start of construction, the Donor agrees to tender the sum of \$350,000.00 on an as-needed basis. The Donor agrees to solicit other donations from other sources, including the USTA, to ensure that the costs of construction, installation and maintenance costs are covered by donated monies.

2. Purpose. The Donor’s gift will be used to support the rehabilitation, re-construction or renovation of the City’s six (6) tennis court located in Marysville City Park, Marysville, Kansas. Further, the purpose is to provide a structure for the continued maintenance of the tennis courts and provide a structure under which the Donor may make further donations to the construction of two (2) additional tennis courts.

3. Required Construction Terms. The parties agree that as a condition of the release of funds, the rehabilitation, re-construction or renovation must be subject to the following:

- (a) The size and scope of the project is restricted to six (6) tennis courts. It is the intent and desire of the Donor to fund the construction of two (2) additional tennis courts in the vicinity of the existing tennis courts. The City will endeavor to find a location for the two (2) additional tennis courts; however, the City is under no obligation to budget and appropriate monies for the construction of the two (2) additional tennis courts, including without reservation, funding the relocation of the Union Pacific Locomotive, Beattie Depot Station, School House and Kiwanis Sod House.
- (b) The Donor shall act as the construction manager of the rehabilitation, re-construction or renovation of the City’s six (6) tennis courts. The City agrees to waive its purchasing/bid policy; however, the Donor shall consult with the City Administrator and Governing Body on all phases of construction and installation. As the construction manager, the Donor may select and negotiate with the contractors to do the work; however, any construction contracts must

be approved by the City's Governing Body. All contractors are required to carry insurance and must to post a performance bond in accordance with Kansas law. The Donor shall not cause or permit any lien or other encumbrance to be placed upon any City real estate or facility(ies). The Donor shall provide, at the sole cost and expense of the Donor, engineering and construction supervision/oversight as may be necessary to complete the tennis court project contemplated herein.

- (c) The facilities after construction and installation, remain the property of the City and shall be subject to any rules or regulations established by the City for the use of the tennis court facilities. For purchases and payment of services, the tennis court project will operate under the Sales Tax Exemption Certificate of the City.
- (d) The construction, re-construction and rehabilitation of the six (6) tennis courts shall commence at the close of the Marysville High School Boys Tennis Season and shall be completed, barring any unforeseen delay, by the start of the Marysville High School Girls Tennis Season.
- (e) The construction work must be done in a safe, reasonable and workmanlike manner. Acceptance of the construction work will be subject to the approval by the Governing Body.

4. Schedule and Form of Matching Funds and Contributions. All monies that are donated to the City shall be designated for the City capital improvement fund, a segregated non-budgeted account. The City agrees to budget for a \$100,000 transfer into the City's capital improvement fund. The City agrees to accept, hold and disburse such funds in accordance with the terms hereof. In no event shall the City be obligated to budget, fund or appropriate public monies in excess of the \$100,000 transfer described herein.

5. Distributions and Payments. The funds shall be distributed only as follows:

- (a) No funds shall be distributed from the donated monies held in the Capital Improvement Fund except for the purpose of completing the construction and maintenance of the tennis courts.
- (b) No funds shall be distributed from the donated monies held in the Capital Improvement Fund until the City is billed for the same and the bill has been properly approved by the City's Governing Body.
- (c) After approval, the City shall make distributions from the Capital Improvement Fund directly to the construction contractor or vendor. In no event shall the City deliver funds to any third party absent prior approval by the construction manager and the City's Governing body. It is contemplated that any billings associated with the project shall be submitted to the City for payment on a monthly basis.

- (d) No public monies shall be paid over by the City in excess of the \$100,000 transferred funds. Any charges, overages or excesses incurred as a result of the construction, re-construction and rehabilitation of the City's tennis courts shall be the sole responsibility of the Donor.
- (e) In the event that the original principal balance of the City's transfer funds and the Donor's donated monies shall be depleted to zero dollars (\$0.00) prior to the completion of the project, the Donor shall provide additional funds to the City as part of his gift donation. The Donor shall be obligated to complete reconstruction, construction and rehabilitation of the six tennis courts, notwithstanding any geological, financial or technological issues or any other constraints, whether foreseeable or unforeseen.
- (f) In the event that there should remain a positive principal balance in the Capital Improvement Fund for the tennis courts after the completion of said tennis courts, the funds may be redirected/held for the annual maintenance of the tennis courts. Alternatively, in the discretion of the City after consultation with the Donor, the funds may be redirected/held for the construction and installation of the additional (2) tennis courts.

6. Indemnification and Hold Harmless. The City shall have only those duties as are specifically provided herein, which shall be deemed ministerial in nature, and shall under no circumstance be deemed a fiduciary or guarantor. The Donor assumes all risks related to the construction, re-construction, rehabilitation of the tennis court. **IN NO EVENT SHALL THE CITY BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE CONTRUCTION, RECONSTRUCTION AND REHABILITATION OF THE TENNIS COURTS AS PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (ii) SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS), EVEN IF THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.**

7. Contingency. This agreement is contingent upon the Unified School District No. 364 (the "School"), entering into a cooperative agreement with the City for use and maintenance of the tennis courts, including without reservation, an annual contribution of \$5,000.00 from the School for a period of ten (10) years (10 payments) to be used for the maintenance of the tennis court, including any future resurfacing as may be needed.

8. Tax Exempt Entity. The Donor intends for the donation provided hereinto be tax deductible under the Rules of the Internal Revenue Service and the Kansas Department of Revenue. The City confirms that it is a IRS Code Section 170 (c) Qualified Organization for Charitable Deduction purposes and agrees to provide evidence of such, if necessary. The City agrees to provide any documentation necessary and to comply with all applicable rules regarding charitable donations.

The City's Federal Tax Identification number will be provided to Donor in compliance with the IRS Rules regarding charitable donations.

9. Recognition. The names of donors may be publicized in relation to this project. Visual recognition of naming rights will be subject to mutual agreement of the City and Donor.

10. Applicable Law. This agreement represents the entire agreement of the parties, supersedes all prior discussions and agreements, and may not be amended except by written agreement signed by each of the parties hereto. This agreement will be governed by and construed in accordance with the laws of the State of Kansas.

11. Entity Power and Authorization. All parties to this agreement state and warrant that the person providing signature to the agreement has the full authority to execute and bind its respective entity to the terms of this Agreement and to carry out the duties and obligations contemplated hereby.

12. Entire Agreement. This Gift Agreement sets forth the entire understanding of the parties hereto, and supersedes and preempts all prior oral or written understandings and agreements with respect to the subject matter hereof, and shall not be modified or affected by any offer, proposal, statement or representation, oral or written, made by or for any party hereto in connection with the negotiation of the terms hereof.

13. Severability. The unenforceability or invalidity of any provision of this Gift Agreement shall not affect the enforceability or validity of any other provision.

14. Amendment and Waiver. This Gift Agreement may be amended, or any provision of this Gift Agreement may be waived; provided that any such amendment or waiver will be binding on a party hereto only if such amendment or waiver is set forth in a writing executed by such party. The waiver by any provision of this Gift Agreement shall not operate or be construed as a waiver of any other breach.

15. Headings. The subject headings of Sections of this Gift Agreement are included for purposes of convenience of reference only and shall not affect the construction or interpretation of any of its provisions.

16. Successors and Assigns. All covenants and agreements contained in this Gift Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17. Counterparts. This Gift Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other.

18. Third Party Beneficiaries. This Gift Agreement is for the sole benefit of the parties hereto and their respective successors and assigns and nothing in this Gift Agreement, express or implied, is

intended to or shall confer upon any other Person, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Gift Agreement.

IN WITNESS WHEREOF, the Donor and representatives of the City of Marysville have executed this agreement on this _____ day of March, 2022.

Donor

Chad Kramer

Joy Kramer

City of Marysville, Kansas

By: _____
Jason Barnes, Mayor

Attest:

Lucinda Holle, City Clerk

PROPOSAL AND ACCEPTANCE
Dennis Schmitz / LUSH LAWN SPRINKLERS L.L.C.
1691 D. Road
Baileyville, KS. 66404-8429
785-336-3999 /cell, text
Dennis.schmitz.lls@gmail.com

Proposal Submitted to:

Phone:

Date:

Lakeview Sports Complex
North Baseball Field
20th St. / Carolina St.

785.268.0332 March 23, 2022
email: Jacey : vincemcsr@gmail.com
Email: cityclk@bluevalley.net
cityadm@bluevalley.net
citycemetary@bluevalley.net

Marysville, KS. 66508

Job Location: 20th St. / Carolina Street, Marysville, KS. North ball field

I am pleased to submit specifications and estimates for: Repairing sprinkler system at the above address to water as described. This includes entire area as we discussed – to water directly from the wi-fi controller located either in “old shack” or indoor outdoor controller mounted on the utility pole located on third base side - connected to a new 110 v outlet provided by the city upon approval. Bid includes the repairs to broken lines and leaks in the system. Work can begin on this system as soon as bid is approved.

Bid includes: Remove and replace all valves and install a new “master valve” on sprinkler system. New WI FI controller, remove and replace all sprinkler heads in the sprinkler system and adjust to provide proper head to head coverage on the field. New wiring, machine use, labor and materials for complete repair to existing system.

TOTAL COMPLETED COSTS: \$11,379.22 (no sales tax will be charged)

Payment to be made as follows: 50% down when signing contract, balance due upon completion.
Authorized Signature _____

Note: This proposal may be withdrawn by me if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature: _____

Msword: Lush Lawn Sprinklers LLC Bid: Lakeview Sports Complex North Ball Field Bid. March .2022

*Sincerely,
Dennis Schmitz*

PROPOSAL AND ACCEPTANCE
Dennis Schmitz / LUSH LAWN SPRINKLERS L.L.C.
1691 D. Road
Baileyville, KS. 66404-8429
785-336-3999 /cell, text
Dennis.schmitz.lls@gmail.com

Proposal Submitted to:

Phone:

Date:

Lakeview Sports Complex
North Baseball Field
20th St. / Carolina St.

785.268.0332 March 23, 2022
email: Jacey : vincemcsr@gmail.com
Email: cityclk@bluevalley.net
cityadm@bluevalley.net
citycemetary@bluevalley.net

Marysville, KS. 66508

Job Location: 20th St. / Carolina Street, Marysville, KS. North ball field

OPTION TWO: I am presenting the following bid for an entire new sprinkler system to be installed at the NORTH BALL FIELD at Lakeview Sports Complex, Marysville, KS.

Bid includes: Entirely newly designed sprinkler system with all new indoor-outdoor wi/fi controller, new master valve and valves and valve boxes, new multi-strand wires, new main line and new water lines for all zones and valves. To provide proper head to head sprinkler coverage on the baseball field. Two year warranty on all parts and materials from date of installation.

Upon your approval – new install can be completed in late May, early June 2022.

TOTAL COMPLETED COSTS: \$28,789.22 (no sales tax will be charged)

Payment to be made as follows: 50% down when signing contract, balance due upon completion.
Authorized Signature _____

Note: This proposal may be withdrawn by me if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature: _____

Msword: Lush Lawn Sprinklers LLC Bid: Lakeview Sports Complex North Ball Field Bid. March .2022. OPTION TWO.

Sincerely,
Dennis Schmitz

Dust Control on 12th Road

Petition Mayor Jason Barnes and Council Representatives to the City of *Marysville, Marshall County Commissioners and Township Board*

For 12 years the residents of the Keystone Addition within the City of Marysville have come before the governing bodies (Mayor, City Council, Marshall County Commissioners, and Township) to seek road improvements to 12th road, beginning at Highway 36 going southward to Limestone Road. With this being a newer sub-division that brings revenue to the city and county, we the residents desire improvements that our tax dollars pay for. Even within our subdivision we have had request to replace broken concrete streets and have had little to no response to those request as well. There has been more than one "5 Year Street Improvement Plan" created by the governing body that has failed to include 12th road or the Keystone addition. Our petition being presented now is that the above referenced areas be included in the plans to improve our streets. However for the year 2022 we are asking that we at the least get dust control paid by the city. We have high traffic on 12th road that creates heavy dust for the residents living here. The rock that the township lays down is very poor and causes the amount of dust that we have to suffer with. Traffic on this ARTERIAL road includes large trucks from industry in Marysville as well as farm equipment, school bus, semi's and other vehicles that are not from this subdivision. The residents strongly feel that we should not be responsible for the cost of the dust control or any other improvement to 12th road due to the fact that it is an ARTERIAL road used by everyone ,much like North Street , 20th Street and 16th Street. We ask that you our governing body will consider this as we have waited much too long for some satisfaction to our poor street conditions.

RESIDENTS OF KEYSTONE ADDITION AND 12TH ROAD

Names Printed , Signed (for legibility)

1. Carol Blocker CAROL Blocker 2-9-22
2. Matt & Sandie Kempky Matt & Sandie Kempky 3/4/22
3. Doug & Jamie Mineman Doug & Jamie Mineman 3/14/22
4. Erik Norrby Erik Norrby 3/14/22
5. Ricky + Jackie Creek Ricky + Jackie Creek 3/14/22
6. Tyler & Kelsey Rensford Tyler & Kelsey Rensford 3/14/22
7. London and Erin Wright London and Erin Wright 3/14/22
8. Nick Wake Nick Wake 3/13/22
9. Rashele Brown Rashele Brown 3/13/22
10. Marguerite Talbot ^{Gaines Talbot} ^{Simon Talbot} Marguerite Talbot 3/13/22
11. Juan Dussman Juan Dussman 3/13/22
12. Zach Pederson Zach Pederson 3/13/22
13. Donna Mazour Donna Mazour 3-13-22
14. Dylan Bayart Dylan Bayart 3-13-22
15. Michelle Pieschl Michelle Pieschl 3-13-22
16. Kelly Wilkerson Kelly Wilkerson 3-15-22
17. Paul Arnold Paul Arnold 3-16-22

18. ~~Michael~~ Ryan Latta 3-16-22
19. ~~Jane Keating~~ Jane Keating 3-16-22
20. ~~Mick Keating~~ Mick Keating 3-16-22
21. ~~Mary Schmale~~ Mary Schmale 3-16-22
22. ~~David Friedrich~~ David Friedrich 3-16-22
23. ~~Betty Friedrich~~ Betty Friedrich 3-16-22
24. _____
25. _____



Memo

To: City of Marysville Governing Body

From: Austin St. John, City Administrator

CC:

RE: Dust Control 12th Rd Petition

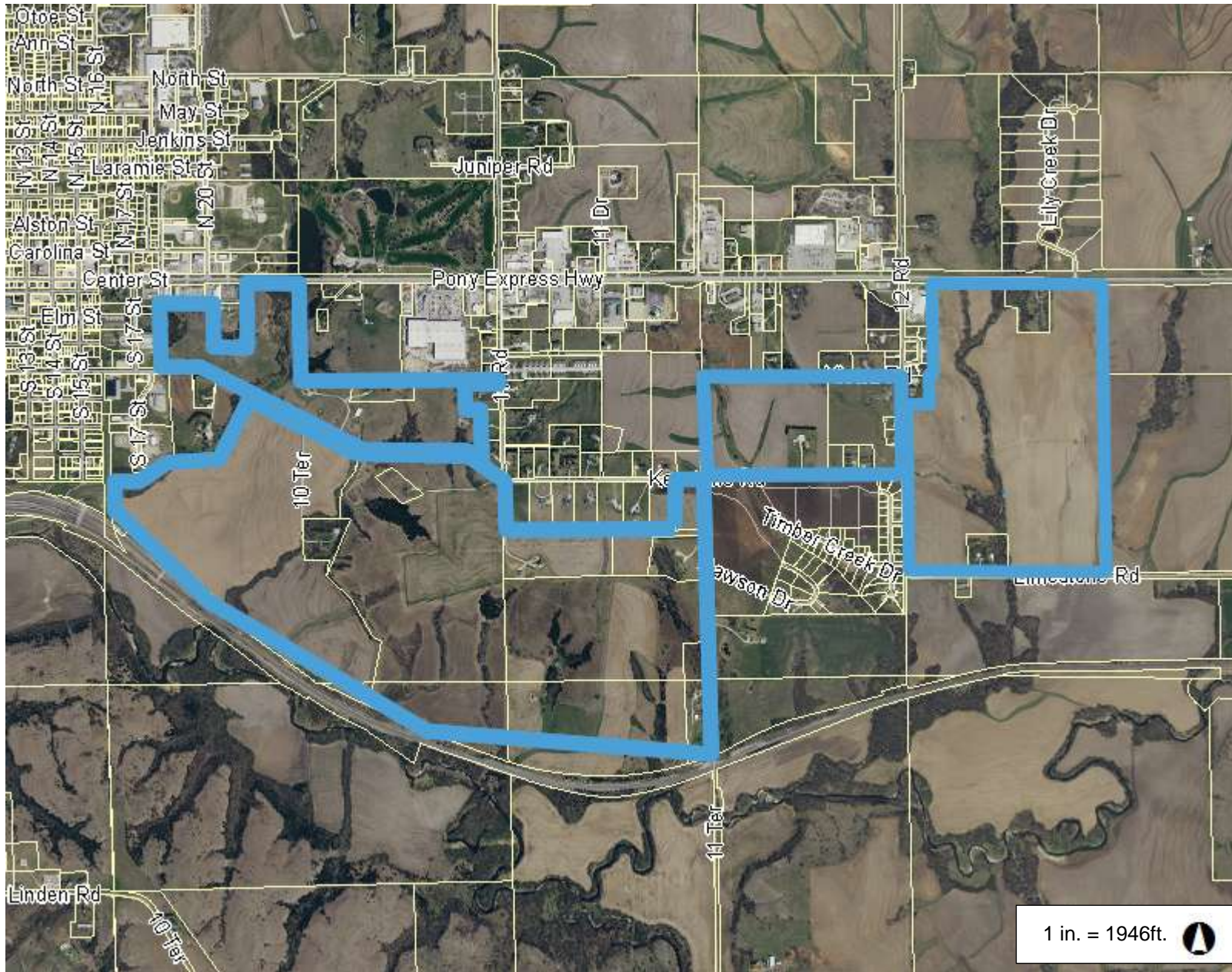
Recently, citizens who live in the area of 12th Road, both inside and outside of Marysville city limits, submitted a petition requesting improvements to 12th Road be included on the city's five-year plan and that dust control be put in place in 2022.

In response to the 12th Road being put on the city's five-year plan: In 2022, the city has \$200,000 in the Sales Tax Fund budget for engineering at the intersection of 12th Road and Highway 36, which includes the first portion of 12th Road. These plans would be used to get funding through the Access Management Program provided by the state of Kansas. In 2024, the city has scheduled another \$200,000 to help pay for the initial project on 12th Road, as the state funds through Access Management most likely won't cover the entire project.

As for dust control and maintenance, the last time the city of Marysville paid for any dust control in Marysville is in 2016. 12th Road, South of Kiowa Road to Limestone Road, is not controlled by the city of Marysville. The city has an agreement with Marysville Township to maintain this portion of 12th Road and the city pays 50% of the rock that is used for maintenance. After talking with one representative of Marysville Township, they expressed no desire to use dust control. One of the main reasons is that once dust control is put down the road can not be graded/maintained, otherwise the road would lose the dust control.

A quote is included from Scotwood Industries, with a minimum of \$5,633 for dust control.

Marysville Township



Legend

- Parcel
- Roads

1 in. = 1946ft.



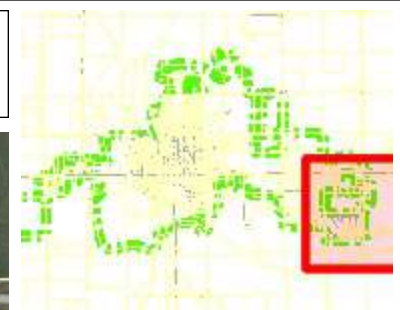
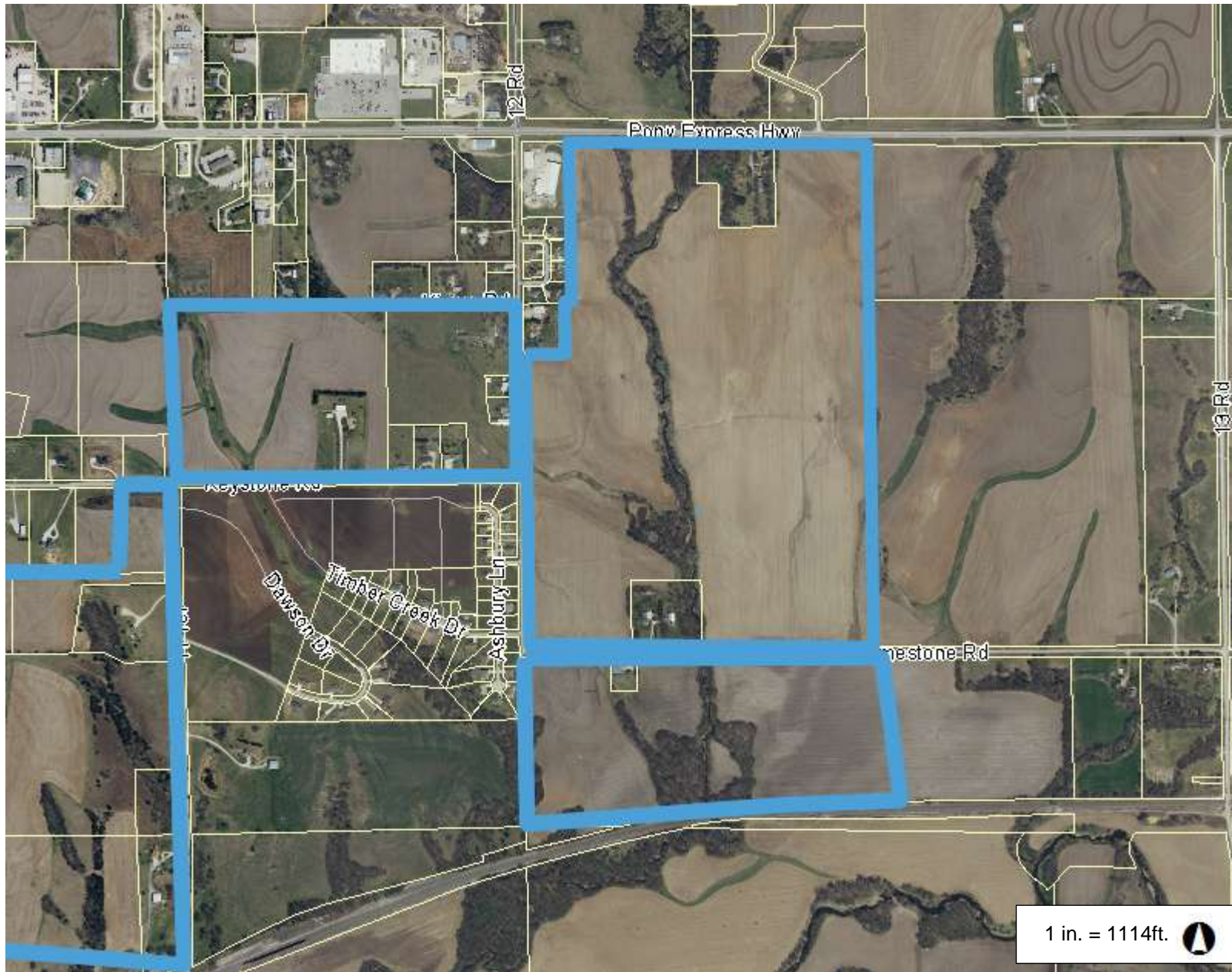
3,892.4 0 1,946.20 3,892.4 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION


Notes

Marysville Township Keystone/12th Road



Legend

- Parcel
- Roads

1 in. = 1114ft. 

2,227.2 0 1,113.60 2,227.2 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

SCOTWOOD INDUSTRIES, LLC



12980 Metcalf Avenue,
Suite 240
Overland Park, KS
66213

PH: 800-844-2022
FX: 913-851-3553
Email: dpratt@scotwoodindustries.com
Cell: 660-605-1390

Date: 03/23/22

Quotations

To: Ms. Cindy Holle

City of Marysville
209 N. 8th Street
Marysville, KS 66508

PH: 785-562-5331
Email: cityclk@bluevalley.net

Product Quoted	*4,300 Gal. Min.	Delivery Locations 925 815
DustGard® Magnesium Chloride Solution (MgCl ₂)	\$1.31/Gallon Delivered & Applied	Marysville, KS

- ◆ Recommended road preparation (blading & pre-wetting) with an application rate of 0.50/gal sq. yd. Customer is responsible for road preparation unless otherwise noted.
- ◆ Fuel Surcharge will be charged separately based upon the difference of the current national fuel surcharge and the date quoted.
- ◆ Demurrage is \$125.00 per hour after the first two hours of spray time.
- ◆ Pricing does not include sales tax.
- ◆ Pricing is subject to change.
- ◆ Terms net 30 days.
- ◆ Weekend/Holiday delivery fee is not included in the above pricing. If required a different price will be calculated.
- ◆ Charges will apply if truck is turned around, once in transit.

⇒ \$1.31/RF

* Pricing only applies to orders meeting the minimum number of gallons, which is per truckload. If the minimum number of gallons per truckload is not met, a different price will be figured and will apply to the less-than-minimum quantity shipment.

Quotation Effective: March 23, 2022

Quotation prepared by: Doug Pratt _____

CONVENTION AND TOURISM

DATE	EVENT	FUND USE	AMT	PREV. AMT	COMMENTS
3/16/2022	Travel Guide Listings	advertise-Historic Union Pacific Depot	\$400.00	\$ 400.00	This will be reimbursed by the businesses
	Business	Heritage Inn, Trailhead Suites			
		Wagon Wheel & Lee Dam Center			
3/16/2022	Printing flyers & other	printing costs for 1 year	\$1,000.00	\$ 1,000.00	Used to reimburse paper & ink costs to
	advertising materials				City Hall

\$1,400.00

MARCH 28, 2022 -----ORDINANCE NO. 3769

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:

FUND		
100	GENERAL	\$ 119,941.12
200	WATER REVENUE	38,917.32
300	SEWAGE REVENUE	24,190.51
403	AIRPORT REVOLVING	67.50
512	LIBRARY REVOLVING	5,565.79
513	LIBRARY	5,889.23
514	LIBRARY EMPLOYEE BENEFIT	1,121.20
600	SWIM POOL SALES TAX	530.67
707	KOESTER BLOCK MAINTENANCE	1,070.06
711	EMPLOYEE BENEFIT	8,745.09
715	TRANSIENT GUEST TAX	376.81
800	SALES TAX IMPROVEMENT	<u>34,579.26</u>
	TOTAL ORDINANCE	\$ 240,994.56

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3769 3/28/22

Date: 03/24/2022

Time: 8:32 am

Page: 1

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ADVANCE INSURANCE COMPANY	997	LIFE INSURANCE PREMIUM-APRIL	0	00/00/0000	287.14
				Vendor Total:	<u>287.14</u>
AFLAC-REMITTANCE PROCESS SE	528	INSURANCE PREMIUM-MARCH	0	00/00/0000	1,290.46
				Vendor Total:	<u>1,290.46</u>
AIR & FIRE SYSTEMS	2482	TEST/INSPECT/RECHARGE/REPAIR OLD SCBA BOTTLES&FIRE EXTSHRS	0	00/00/0000	1,193.09
				Vendor Total:	<u>1,193.09</u>
BOLTON & MC NISH LLC	1688	LEGAL SERVICES-FEBRUARY	0	00/00/0000	1,396.50
				Vendor Total:	<u>1,396.50</u>
BOND & INTEREST ACCOUNT #1	0066	TRANSFER WATER TOWER PJT	0	00/00/0000	13,250.00
				Vendor Total:	<u>13,250.00</u>
BOND & INTEREST ACCOUNT #1A	332	TRANSFER LAGOONS	0	00/00/0000	4,115.00
				Vendor Total:	<u>4,115.00</u>
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	1,000.00
				Vendor Total:	<u>1,000.00</u>
CCS PRESENTATION SYSTEMS	2743	AUDIO VISUAL SYSTEM EQUIPMENT- CITY HALL&FIRE STATION (PARTS)	0	00/00/0000	3,255.86
				Vendor Total:	<u>3,255.86</u>
CENTURY BUSINESS SYSTEMS	2009	SAVIN COPIER-POLICE DEPARTMENT COLOR COPIES-MARCH	0	00/00/0000	38.67
				Vendor Total:	<u>38.67</u>
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #643	48027	03/23/2022	51,610.40 H
				Vendor Total:	<u>51,610.40</u>
COMMERCE BANK-COMMERCIAL (2055	PRINTER,AIR FRYER,TRX KIT, FILTERS,CABLES,MOUSE,ETC	48021	03/16/2022	1,689.66 H
				Vendor Total:	<u>1,689.66</u>
CORE & MAIN LP	2599	COMP COUPLINGS, GASKET, & TAPT CAP	0	00/00/0000	638.63
				Vendor Total:	<u>638.63</u>
CORNHUSKER INTERNATIONAL TI	1700	RPL DPF FILTER,RPR COOLANT/ OIL/AIR LEAKS,ETC #4011	48024	03/21/2022	6,390.35 H
				Vendor Total:	<u>6,390.35</u>
CRAFCO. INC	2686	ROADSAVER PLEX-MELT 8400LBS FOR CRACK SEAL MACHINE	0	00/00/0000	6,229.81
				Vendor Total:	<u>6,229.81</u>
DELTA INDUSTRIAL SERVICE & SL	2747	LED LIGHT & SAFETY BAR #6605	0	00/00/0000	2,162.99
				Vendor Total:	<u>2,162.99</u>
EFT-FEDERAL TAX.FICA.MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	15,706.31
				Vendor Total:	<u>15,706.31</u>
EHNEN'S AUTOMOTIVE	2082	HOUR METER GAUGE,FUNNEL,CHUCK, BREAK FLUID,OIL,FILTERS,ETC	0	00/00/0000	168.62
				Vendor Total:	<u>168.62</u>
EMC INSURANCE COMPANIES	905	INSURANCE-ADD NEW FIRE STATION 405 N 20TH 2/4/22-4/1/22	0	00/00/0000	559.00
				Vendor Total:	<u>559.00</u>
EVANGELICAL U.C.C.	1619	RECYCLING OPERATIONS MARCH	0	00/00/0000	150.00
				Vendor Total:	<u>150.00</u>
EVERGY	1401	ELECTRICITY KOESTER APARTMENT 909 1/2 BROADWAY 2/14-3/11/22	48025	03/21/2022	37.68 H
				Vendor Total:	<u>37.68</u>
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	3,000.00
				Vendor Total:	<u>3,000.00</u>

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3769 3/28/22

Date: 03/24/2022

Time: 8:32 am

Page: 2

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
FOLEY EQUIPMENT	2171	PM 2 MAINTENANCE PERFORMED,RPL FUEL FILTER,HOUSING ASMBLY,ETC	0	00/00/0000	3,488.19
				Vendor Total:	<u>3,488.19</u>
GALLS. AN ARAMARK COMPANY	0266	PRO-TAC TACTICAL FLASHLIGHT W/ HOLSTER & BATTERIES	0	00/00/0000	75.10
				Vendor Total:	<u>75.10</u>
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	37,496.00
				Vendor Total:	<u>37,496.00</u>
GODFREY'S	2704	BOOTS APEX WP 13W-JIM KERN	0	00/00/0000	112.80
				Vendor Total:	<u>112.80</u>
CHRISTOPHER JAMES GRAUER	2729	2022 WATER WELL EASEMENT	0	00/00/0000	1,000.00
				Vendor Total:	<u>1,000.00</u>
GREATER MANHATTAN COMMUNI	2783	DONATION FOR KOESTER BLOCK WALL REHAB	48022	03/16/2022	1,000.00 H
GREATER MANHATTAN COMMUNI	2783	DONATION FOR CEMETERY KIOSK (IN MEMORY OF JENNI SCHELL)	48023	03/16/2022	5,000.00 H
				Vendor Total:	<u>6,000.00</u>
HANOVER ELECTRIC, INC	0025	LIFT STATION REPAIRS & REPLACE PUMP AT POOL	0	00/00/0000	1,879.99
				Vendor Total:	<u>1,879.99</u>
HOMETOWN LUMBER, INC.	987	MATERIALS FELD FIELD FENCE & LAKEVIEW FOUL BALL NETS, ETC	0	00/00/0000	2,364.61
				Vendor Total:	<u>2,364.61</u>
J & A TRAFFIC PRODUCTS	1570	(25) 3 PIECE SIGN POSTS	0	00/00/0000	2,121.75
				Vendor Total:	<u>2,121.75</u>
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS	0	00/00/0000	9,243.61
				Vendor Total:	<u>9,243.61</u>
KANSAS DEPT OF HEALTH & ENVI	689	STORMWATER PERMIT-STREAM BANK STABILIZATION PJT BIG BLUE RIV	0	00/00/0000	60.00
				Vendor Total:	<u>60.00</u>
KANSAS HIGHWAY PATROL	907	BASIC SWAT SCHOOL-B. FRERKING LODGING & MEALS FOR 10 DAYS	0	00/00/0000	500.00
				Vendor Total:	<u>500.00</u>
KANSAS ONE-CALL SYSTEM, INC	838	LOCATES (38) FEBRUARY	0	00/00/0000	45.60
				Vendor Total:	<u>45.60</u>
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER MS21DM000017	0	00/00/0000	875.55
				Vendor Total:	<u>875.55</u>
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	2,610.42
				Vendor Total:	<u>2,610.42</u>
KRUSE DOZER SERVICE LLC	2827	DEMOLITION CONDEMNED PROPERTY 1205 CAROLINA-WALTER MLNARIK	0	00/00/0000	10,000.00
				Vendor Total:	<u>10,000.00</u>
LATTA PLUMBING, INC.	0079	PARTS & LABOR INSTALL REVERSE OSMOSIS/ICE MACHINE-FIRE DEPT	0	00/00/0000	633.46
				Vendor Total:	<u>633.46</u>
LEAGUE KANSAS MUNICIPALITIES	0047	PERSONNEL MANAGEMENT TRAINING VIRTUAL-4 SUPERVISORS	0	00/00/0000	25.00
				Vendor Total:	<u>25.00</u>
LIBRARY TREAS-CITY OF MARYSV	0095	TAX DISTRIBUTION PER BUDGET	0	00/00/0000	7,010.43
				Vendor Total:	<u>7,010.43</u>

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3769 3/28/22

Date: 03/24/2022

Time: 8:32 am

Page: 3

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
LINK MEDIA OUTDOOR	2786	BILLBOARD RENT HWY 24 MARCH	0	00/00/0000	190.00
				Vendor Total:	190.00
MARSHALL CO TRANSFER STATIC	664	LANDFILL FEES-TRASH DUMPED AT BRUSH DUMP	0	00/00/0000	40.00
				Vendor Total:	40.00
MARSHALL COUNTY SHERIFF	2328	YEARLY FEE-POLICE DEPT SHARE ENTERPOL SOFTWARE&TXT ALERTS	0	00/00/0000	785.00
				Vendor Total:	785.00
MARYSVILLE ADVOCATE	0017	ADS-AIRPORT GROUND,MOW LEVEE, PET TAGS,&POOL HELP WANTED	0	00/00/0000	571.50
				Vendor Total:	571.50
MARYSVILLE FIRE DEPARTMENT	1345	FIREMENS CONTRIBUTIONS-MARCH	0	00/00/0000	210.00
				Vendor Total:	210.00
MICROSOFT	2486	ANNUAL-19 SOFTWARE LICENSES-8 CITY HALL,8 PD,1 CEM/STRWATER	0	00/00/0000	2,850.00
				Vendor Total:	2,850.00
MILEAGE & MEAL REIMBURSEMENT	2428	REIMBURSE PESTICIDE EXAM FEE-DOMINIC GERCONE&WILBUR HORMANN	0	00/00/0000	50.00
				Vendor Total:	50.00
MUNICIPAL SUPPLY, INC	579	TAPS,CORP STOPS,BLUE POLY TUBING & INSERT-11TH RD N PJT <i>+ 5/8" meter Idlers</i>	0	00/00/0000	4,341.72
				Vendor Total:	4,341.72
NEBRASKA CHILD SUPPORT PAYM	1399	WITHOLDING ORDER AR2EQ4LJX2CMK	0	00/00/0000	227.08
				Vendor Total:	227.08
NEBRASKA SNOW EQUIPMENT	2050	SNOW PLOW & INSTALLATION V-PLOW,DEFLECTOR,&BLADE KIT	0	00/00/0000	8,858.16
				Vendor Total:	8,858.16
NEMAHA MARSHALL R E C	1044	ELECTRICITY ST LIGHTS,WELLS,& LIFT STATION <i>+ Billboard</i>	48026	03/21/2022	1,875.75 H
				Vendor Total:	1,875.75
NETWORK COMPUTER SOLUTION	2223	ANTI-VIRUS 26 COMPUTERS,CLOUD BACK UP MONTHLY-SERVER/ADNL	0	00/00/0000	159.37
				Vendor Total:	159.37
KENDALL J. PEEKS	2826	MOWING LEVEE-1ST PAYMENT 2022 FLOOD CONTROL	0	00/00/0000	3,500.00
				Vendor Total:	3,500.00
PETTY CASH FUND (GENERAL)	0063	POSTAGE MAIL WATER SAMPLES	0	00/00/0000	80.85
				Vendor Total:	80.85
PRAIRIE FIRE COFFEE SYSTEMS	0229	COFFEE-STREET DEPARTMENT	0	00/00/0000	119.80
				Vendor Total:	119.80
QUILL CORPORATION	0132	INK,TRASH BAGS,PAPER TOWELS,& SOAP	0	00/00/0000	337.02
				Vendor Total:	337.02
SCHENCK SHOOTING SCHOOL &	2828	TACTICAL HG, PATROL RIFLE, & VEHICLE CLASSES-ESCALANTE 4/5-	0	00/00/0000	525.00
				Vendor Total:	525.00
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	8,333.00
				Vendor Total:	8,333.00
SUPER WASH	1375	CAR WASH TOKENS-25	0	00/00/0000	125.00
				Vendor Total:	125.00
TRUCK REPAIR PLUS, INC.	1715	RPR HYDRAULIC LEAK IN STEERING BOX #2515, Tank Straps + Lining #4002, + Air Brake hose - root trailer	0	00/00/0000	2,552.63

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3769 3/28/22

Date: 03/24/2022

Time: 8:32 am

Page: 4

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>2,552.63</u>
UNIVERSITY OF KANSAS	0140	KANSAS POLICE ADMINISTRATORS' SEMINAR-JAMES LEIS 6/27/22	0	00/00/0000	350.00
				Vendor Total:	<u>350.00</u>
VANTAGEPOINT TRANSFER AGEN	921	ICMA RETIREMENT CONTRIBUTION FEBRUARY	0	00/00/0000	200.00
				Vendor Total:	<u>200.00</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:	240,994.56
				Less Credit Memos:	<u>0.00</u>
				Net Total:	240,994.56
				Less Hand Check Total:	<u>67,603.84</u>
				Outstanding Invoice Total :	<u>173,390.72</u>
	Total Invoices:	72			

City Administrator's Report

3/24/2022

3/28/2022 Council Meeting

1. Fire Station Meeting Room Rental Policy

Included is a policy recommendation for the use of the new fire station meeting room. It includes \$50 towards rental of the room and a \$50 cleaning deposit that would be refunded if the meeting space is left in good condition. The fire station is meant primarily to house the fire fighter activities, which is why the fire department is given priority when scheduling meetings. The document also outlines rules for using the rooms.

Pages: 36

2. Storm Sewer Report Findings

We recently received the report from HK Solutions from when they cleaned and cameraed the storm and sanitary sewers. In the report they pointed out some issues. Included are a couple issues that we need to address sooner rather than later. Specifically, a blockage and a collapsed line between 6th and 7th along Carolina. These issues, if fixed, could solve the flooding problem that we have along the 7th Street Corridor. For Carolina Street, would the council prefer staff to fix the issue, or would you prefer us to get a contractor to work on it? Also included are pictures of the storm sewer on Center Street between 5th and 6th. Two pipes going through the 48-inch storm sewer. One is not causing any issues, the other could be considered a problem.

Pages: 37-42

FIRE STATION MEETING ROOM RULES & REGULATIONS

1. The meeting room of the Fire Station shall be available to rent, when not needed for official fire department business. It will require \$50 per day room fee payable in advance and a \$50 cleaning deposit. **THE CLEANING DEPOSIT MUST BE PAID WITH A SEPARATE CHECK.**
2. The room may be used for business meetings, organizational meetings, classes & trainings only at the discretion of the City Clerk.
3. Top priority in the usage of the meeting room shall be given to the Fire Department for meetings and training.
4. Each organization using the meeting room will be responsible for room set up and take down and the necessary cleanup practices to return the premises to as good of condition as existed at the time possession was taken. This shall be accomplished prior to withdrawal from the premises.
5. Users shall be responsible for the physical well being of the building during their occupancy of the room and shall:
 - a. Pay any cleanup fees necessitated by noncompliance with Item 4 above.
 - b. Correct any damages to premises at City's request or reimburse the City for the repairs.
6. All use of the meeting room, including set up and take down operations, shall be at the risk of the users, it being expressly understood that the City of Marysville accepts no responsibility whatsoever for accidents resulting from usage of the meeting room.
7. All items left in the building by the users of the meeting room and not picked up by the owner prior to 10:00 a.m. of the following day shall be considered to be abandoned by the user and subject to disposal by the City.
8. Closing hour for the meeting room shall be no later than 12 o'clock midnight.
9. Minors using the meeting room must be accompanied by a chaperone or other responsible adult.
10. The City specifically restricts the use of the meeting room as follows:
 - a. No alcoholic beverage shall be permitted on the premises.
 - b. No pets shall be permitted on the premises.

In order for the room to be available to the greatest number of people it is the desire of the governing body that usage of the meeting room on a regular repeat schedule be discouraged and that all regular users specifically understand that the City reserves the right to use the room on their scheduled date, or to request use of the room for a user deemed to have a higher priority.

Variations from the rules and regulations outlined above may be waived in specific cases by the City Clerk.

Each organization using the meeting room shall designate one or more members to appear in person at the City Building, read the rules and regulations set forth herein, and signify their acceptance of the terms. On the day of usage, or on Friday if usage is for a weekend, a member of the organization will pick up a key at the City Building for the East door of the meeting Room.

When departing the building, users are responsible for:

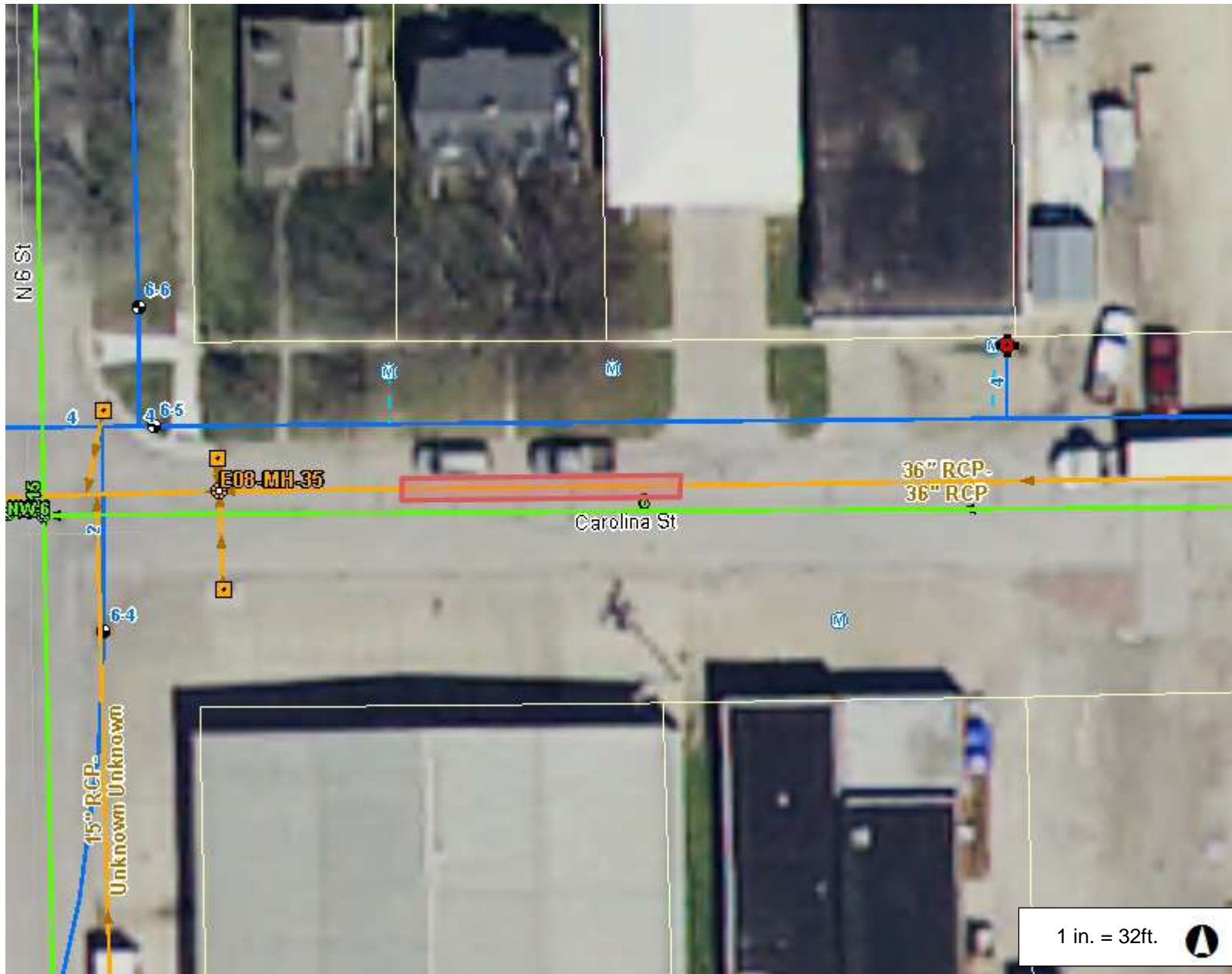
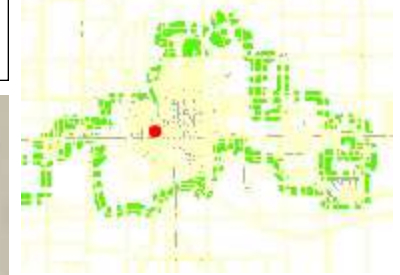
- a. Turning off all lights in the meeting room, and rest rooms.
- b. Locking the East door of the meeting room and insuring all meeting room doors are secure.

I/We agree to all the above rules, regulations, cleaning duties, and responsibilities as outlined.

Signature

Date

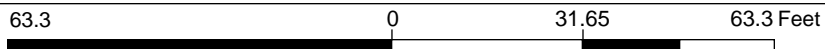
Carolina Storm Sewer Replacement



Legend

- Inlet
- Storm Manhole
- Outfall
- Culvert Point
- Storm Gravity Main
- Open Drain
- Retention Pond
- Manhole
- Flush Tank
- Force Main Valve
- Generator
- Air Release Valve
- Control Structures
- Sewer Cleanouts
- Sewer Line Points
- Lift Stations
- Grinder Pump
- Wet Well
- Force Main
- Grinder Pump Lines
- Gravity Main
- Service Line
- Valves
- Hydrants
- Cleanouts
- Line Point

1 in. = 32ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Section Pictures - 2/24/2022 - 08/35-0/425

City	Street	Date	Pipe Segment Reference	Section No.
marysville	carolina st	2/24/2022	08/35-0/425	2



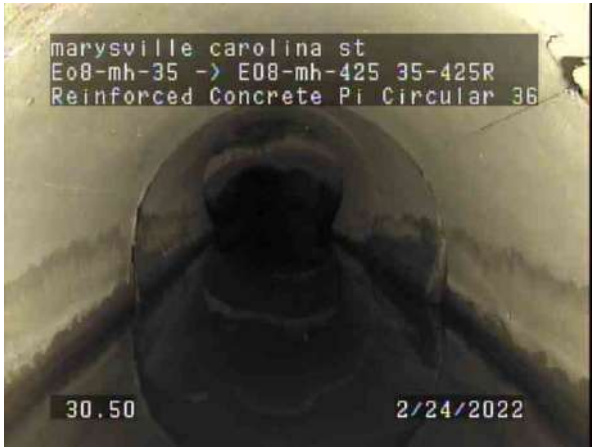
31, 00:11:14, 242.50ft
 Obstruction Rocks, 25% of cross sectional area from 4 o'clock to 9 o'clock



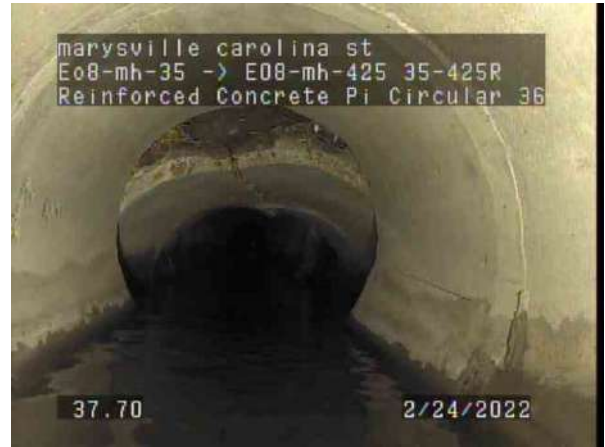
32, 00:11:27, 242.60ft
 Miscellaneous Survey Abandoned / stopped due to cross bore

Section Pictures - 2/24/2022 - 08/35-08/425R

City	Street	Date	Pipe Segment Reference	Section No.
marysville	carolina st	2/24/2022	08/35-08/425R	20



7, 00:03:24, 30.20ft
 Fracture Longitudinal at 2 o'clock, within 8 inch



8, 00:04:13, 37.00ft
 Collapse, 60% of cross sectional area

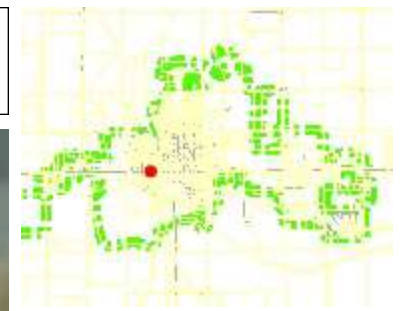


9, 00:04:01, 37.70ft
 Fracture Longitudinal at 4 o'clock, within 8 inch



10, 00:04:29, 37.70ft
 Miscellaneous Survey Abandoned / collapse pipe

Center Storm Sewer



Legend

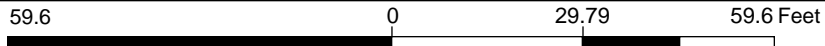
- Inlet
- Storm Manhole
- Outfall
- Culvert Point
- Storm Gravity Main
- Open Drain
- Retention Pond

Active Work Orders

- Sewer
- Water
- Electric
- Solid Waste
- Street
- Park/Cemetery
- Zoning
- Code Enforcement
- Other

- Manhole
- Flush Tank
- Force Main Valve
- Generator
- Air Release Valve
- Control Structures
- Sewer Cleanouts
- Sewer Line Points
- Lift Stations

1 in. = 30ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

40

Section Pictures - 2/23/2022 - 09/65-09/60r

City	Street	Date	Pipe Segment Reference	Section No.
marysville	center st	2/23/2022	09/65-09/60r	17



1, 00:00:00, 0.00ft
 Manhole / e09-mh-60



2, 00:01:18, 0.00ft
 Water Level, 0% of the vertical dimension



3, 00:02:06, 5.00ft
 Obstruction Brick or Masonry, 10% of cross sectional area from 5 o'clock to 7 o'clock



4, 00:02:16, 5.00ft
 Obstruction Intruding Through Wall, 20% of cross sectional area from 4 o'clock to 8 o'clock



5, 00:04:12, 6.00ft
 Miscellaneous Survey Abandoned / reversal another cross bore

Section Pictures - 2/23/2022 - 09/65-09/60

City	Street	Date	Pipe Segment Reference	Section No.
marysville	center st	2/23/2022	09/65-09/60	21



7, 00:04:16, 90.40ft
 Hole Void Visible from 8 o'clock to 9 o'clock



8, 00:04:51, 96.00ft
 Roots Medium Barrell from 3 o'clock to 4 o'clock, 10% of cross sectional area



9, 00:04:26, 96.30ft
 Obstruction Intruding Through Wall, 20% of cross sectional area from 4 o'clock to 8 o'clock



10, 00:05:19, 96.30ft
 Miscellaneous Survey Abandoned / cross bore



Clean-Up Week

April 18-22

Please put yard waste on front curb by 8:00 a.m. in containers 1 person can handle.

Schedule: Section 1-Monday April 18

Section 1 North of Hwy 36 & East of 10th St

Section 2-Tuesday April 19

Section 2 North of Hwy 36 & West of 10th St

Section 3-Wednesday April 20

Section 3 South of Hwy 36 & East of Hwy 77

Section 4-Thursday April 21

Section 4 South of Hwy 36 & West of Hwy 77

Dump Hours

9:00 am till dark – 7 days a week



AIRPORT HANGAR LAND LEASE

For

**Small, Privately-Owned Hangars,
CITY OF MARYSVILLE, KANSAS**

BUILDING ON LEASED GROUND

This Lease, made and entered into this 1st day of April 2022, by and between the City of Marysville, Kansas, a Municipal Corporation, hereinafter referred to as LESSOR, and [REDACTED], hereinafter referred to as LESSEE.

WHEREAS, Lessor is the owner of real estate upon which the Marysville Municipal Airport is situated and the Lessee desires to lease a tract of land to be used for an airplane hangar at said Municipal Airport.

NOW, THEREFORE, in consideration of the terms and provisions of this Agreement, the Lessor hereby leases to the Lessee and the Lessee hereby rents from the Lessor a tract of land to be used for an airplane hangar in accordance with the following terms and provisions.

1. Term. The term of this Lease shall be three (3) years beginning April 1st, 2022 and ending March 31st, 2025. The lease shall terminate at the end of the lease period.

2. Tract of Real Estate. The tract of land subject to this Lease at the Municipal Airport is described as follows:

**Hangar Space No. ■ Marysville Municipal Airport.
Plane Spaces: ■**

3. Lease Payment. For the first year of the lease, Lessee shall pay to the Lessor rent for the use and occupancy of said tract of real estate the sum of \$0.40 per square foot of cumulative hangar space owned by Lessee, in advance, on or before April 1st, 2022. For the second year, Lessee shall pay to the Lessor rent for the use and occupancy of said tract of real estate the sum of \$0.41 per square foot of cumulative hangar space owned by Lessee, in advance, on or before April 1st, 2023. For the third year, Lessee shall pay to the Lessor rent for the use and occupancy of said tract of real estate the sum of \$0.42 per square foot of cumulative hangar space owned by Lessee, in advance, on or before April 1st, 2024. Lessee agrees on each of the three years of this lease. Said rent shall be used for the operation and maintenance of the airport.

TOTAL HANGAR SQUARE FOOTAGE OWNED = [REDACTED]

TOTAL RENT FOR 2022 = \$ [REDACTED]

2023 = \$ [REDACTED]

2024 = \$ [REDACTED]

4. Delivery at Termination of Lease. Lessee shall deliver the tract of land to Lessor at the termination of the Lease in as good condition as originally received. If the hangar remains on the subject property, within a reasonable time after termination of the lease, the City shall have the option of retaining such hangar or demolishing the same. If the structure is demolished, the City reserves the right to charge back to Lessee the cost of demolition. If the structure is retained, the City will assume all maintenance for such structure.

5. Lessee's Use of Leased Premises. It is agreed and stipulated that Lessee shall be permitted to occupy said land for storage or hangaring of aircraft. Lessee agrees to indemnify and hold harmless Lessor, its officers, agents, employees, and personnel (collectively "Indemnified Party") from and against any and all claims, demands, suits, losses, causes of action, penalties or liability that the Indemnified Party may sustain as a result of the Lessee's use, either directly or indirectly, of the subject property or breach of Lessee's duties under this lease agreement or violation by of the Lessee of any rule or regulation applicable to the subject property. This indemnification shall include reasonable expenses, including attorney's fees incurred by defending such claims and damages incurred by reason of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.

As dictated by the FAA the following aeronautical uses of a hangar are as follows:

- Storage of active aircraft.
- Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft.
- Construction of amateur-built or kit-built aircraft provided that activities are conducted safely.
- Storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or incidental uses that do not affect the hangars' primary use.
- Storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the hangars' primary use.

- A vehicle parked at the hangar while the aircraft usually stored in that hangar is flying.

Lessee shall maintain the hangar on said leased premises in a good state of repair and shall maintain all exterior area adjacent to the hangar in a reasonably clean, neat and attractive condition. City Code 8-201 NUISANCES UNLAWFUL; DEFINED. It shall be unlawful for any person to maintain or permit any nuisance within the city as defined, without limitation, as follows: (g) All articles or things whatsoever caused, kept maintained or permitted by any person to the injury, annoyance or inconvenience of the public or of any neighborhood. Also, City Code 8-308 ENVIRONMENTAL CODE; UNLAWFUL ACTS. It shall be unlawful for any person to allow to exist on any residential, commercial or industrial premises, conditions which are injurious to the health, safety or general welfare of the residents of the community or conditions which are detrimental to adjoining property, the neighborhood or the city. For the purpose of fair and efficient enforcement and administration, such unlawful conditions shall be classified as follows: (b) Exterior conditions (structure) shall include, but not be limited to, deteriorated, dilapidated, or unsightly: (1) exteriors of any structure. It is further understood that no personal property shall be stored outside the hangar. It is expressly understood that for safety purposes, the outside area adjacent to the hangar space shall be kept free of any debris or materials, supplies, equipment, machinery or parts thereof.

The installation, maintenance and use of all utilities in the tract of land are the sole responsibility of the Lessee. Lessor shall not be responsible for any loss, damage, or inconvenience to any person or property that may occur in or on the leased premises or from the use thereof.

Nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

6. Lessor's Use of Municipal Airport. Lessor reserves the right to further develop or improve the landing area on all publicly owned inter-navigation facilities of the airport as it sees fit regardless of the desires or views of the Lessee and may prevent the Lessee from erecting or permitting to be erected any building or other structure, which in the opinion of Lessor would limit the usefulness of the airport or constitute a hazard to aircraft. It is expressly understood that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

7. Affirmative Action. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organization as required by 14 CFR Part 152, Subpart E, to the same effect.

8. Access to Premises. Lessee agrees that Lessor's agents and employees, including but not limited to, city code enforcement officer, police chief, and fire chief, shall have access to and the right to enter the Lessee's hangar during reasonable hours.

9. Sale of Hangar. Should the Lessee sell the hangar to another party, the Lessee will notify Lessor in writing prior to the transfer of title. Lessee shall be permitted to assign the lease to the purchaser so long as the transaction does not compromise the safety of the airport and hinder the use of the airport facilities by the public.

10. Lessee's Noncompliance. If the Lessee fails to perform any of the terms and provisions of this Lease, other than payment of the annual lease amount, the Lessee will have thirty (30) days to comply or the Lessor may, at Lessor's sole option, terminate this Lease by giving the Lessee written notice of such termination. Upon such termination as therein provided, Lessee agrees to deliver possession of the premises as provided herein. Any notice permitted or required hereunder to be given by Lessor to Lessee shall be given to Lessee at the Lessee's address last known to the Lessor.

11. Waiver of Breach. A waiver by Lessor of any breach or default by Lessee hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver or permission expressed or implied for any subsequent breach or default.

12. Hazardous and Noxious Uses. All volatile fluids and gases, except in aircraft fuel tanks, re-fueling or fuel storage tanks, shall be stored in approved containers and the same shall be less than five (5) gallons in capacity and the aggregate of such material stored on the premises shall not exceed twenty-five (25) gallons.

13. National Emergency. During the time of war or national emergency, the Lessor

shall have the right to enter into any agreements with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities, and other areas or facilities of the Municipal Airport. If any such agreement is executed with the United States Government, provisions of this instrument insofar as they are inconsistent with the provisions of said agreement with the Government, shall be superseded.

14. Subordination of Lease. This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States Government and/or State of Kansas, or any agency thereof, relative to the operation and maintenance of the Municipal Airport, the execution which has been made or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Municipal Airport.

This lease shall be binding upon and inure to the benefit of the heirs, devisees, legatees, executors, administrators, successors and permitted assigns of the parties hereto.

**ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE
MAYOR** this 14th day of June 2021.

[Redacted Signature]

[Redacted Signature]

ATTEST:

[Redacted Signature]