

AGENDA
REGULAR MEETING
May 22, 2023
7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. APPROVAL OF MINUTES – Regular Meeting: May 8, 2023. Pages 02-07

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. Resolution 2023-15 –Blue River Days Alcohol Request Page 08

4. NOTICES AND HEARINGS

- 1. Resolution 2023-08 – 410 Carolina Nuisance Resolution Pages 09-15
- 2. Resolution 2023-09 – 500 Elm Nuisance Resolution Pages 16-22
- 3. Resolution 2023-10 – 211 N 4th Nuisance Resolution Pages 23-28
- 4. Resolution 2023-11 – 1600 Calhoun Nuisance Resolution Pages 29-34
- 5. Resolution 2023-12 – 1009 North St Condemnation Pages 35-40
- 6. Resolution 2023-13 – 707 N 8th St Condemnation Pages 41-48
- 7. Resolution 2023-14 – 819 Pony Express Hwy Condemnation Pages 49-53
- 8. Resolution 2023-16 – 406 Jenkins Condemnation Pages 54-61

5. CONSENT AGENDA

- 1. Alcohol Consumption Request – Lee Dam Center, June 24th
Kruse 55th Wedding Anniversary Celebration – Wayne Kruse Page 62
- 2. Funds Request \$6,375.00 – C&T Page 63

6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3798 Pages 64-68

7. STAFF REPORTS

- 1. City Administrator Page 69
 - a. 17th St Overlay Page 70
 - b. CCLIP Engineering Contract Pages 71-84
- 2. Police Pages 85-105
 - a. Access Control – Security Cameras Pages 106-108
 - b. AED

8. STANDING COMMITTEE REPORTS

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

9. APPOINTMENTS & WAGE DETERMINATION

10. CITY ATTORNEY/EXECUTIVE SESSION

11. ROUNDTABLE DISCUSSION

ADJOURNMENT

Regular Meeting
City Hall, Marysville, Kansas-May 8, 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 Administrator 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 April 24th regular meeting were presented for approval. CM Throm moved; CM Behrens seconded to approve the minutes as presented. Motion carried by 8-0 voice vote.

PUBLIC COMMENTS:

- 1. FUNDS FOR FLOWER GARDENS.** Diane Schroller, 211 S 15th Ward 4 asked the City to reimburse up to \$500 for flowers the volunteers purchased for water tower hill, the rose garden, and the 7th Street Corridor. CM Frye moved, CM Throm seconded to reimburse up to \$500 for flowers the volunteers planted at these various locations. Motion carried unanimously.
- 2. MORNING SWIM.** Diane Schroller Ward 4 asked if there would be morning swim at the pool this year. She was informed that the City does not have enough staff to cover those extra hours and the insurance company advised the City a lifeguard must be present.
- 3. BEAUTIFICATION OF MARYSVILLE.** Anita Welch, Ward 2, encouraged the City Council to support Code Enforcer Stock and Building Inspector Ralph who are sending notices for nuisances to be abated and condemnations of unsafe structures.
- 4. SPRINT GRANT.** Mike Welch, Ward 2 asked if the City had been informed if they had received the SPRINT grant for improvements on the 7th Street Corridor. The grants have not been awarded yet.

BUSINESS AND DISCUSSION ITEMS:

- 1. MOTHERS DAY MARKET BBQ REQUEST.** Chamber/Main Street requested an additional barricaded area from Broadway to the alley on the 7th Street corridor near the Wagon Wheel parking lot to cook the chicken for the BBQ dinner that will be held at the Helvering Center May 14. CM Throm moved, CM Price seconded to block 7th Street from Broadway to the alley on May 14. Motion carried unanimously.

NOTICES AND HEARINGS:

- 1. RESOLUTION 2023-02 NUISANCE AT 811 N 8TH STREET.** Code Enforcement Officer Stock presented pictures and the Notice of Violation for 811 N 8th Street owned by Michael Teter. Michael Teter did not request a hearing, nor did he appear on May 8, 2023. CM Keating moved, CM Frye seconded to approve Resolution 2023-02 setting a deadline of May 18, 2023, for the owner to abate the nuisance. Following May 18, the City will abate the nuisance and assess the costs to Michael Teter. Motion carried unanimously.
- 2. RESOLUTION 2023-03 NUISANCE AT 605 N 15TH STREET.** Code Enforcement Officer Stock presented pictures and the Notice of Violation for 605 N 15th Street owned by MAKUN Properties. MAKUN Properties did not request a hearing, nor did she appear on May 8, 2023. CM Throm moved, CM Keating seconded to approve Resolution 2023-03 setting a deadline of May 18, 2023,

for the owner to abate the nuisance. Following May 18, the City will abate the nuisance and assess the costs to MAKUN Properties. Motion carried unanimously.

3. **RESOLUTION 2023-04 NUISANCE AT 700 CALHOUN STREET.** Code Enforcement Officer Stock presented pictures and the Notice of Violation for 700 Calhoun Street owned by Rex Eugene and Jaci J Estes. Rex and Jaci Estes did not request a hearing, nor did they appear on May 8, 2023. CM Behrens moved, CM Beikman seconded to approve Resolution 2023-04 setting a deadline of May 18, 2023, for the owner to abate the nuisance. Following May 18, the City will abate the nuisance and assess the costs to Rex and Jaci Estes. Motion carried unanimously.
4. **RESOLUTION 2023-05 NUISANCE AT 509 CAROLINA STREET.** Code Enforcement Officer Stock presented pictures and the Notice of Violation for 509 Carolina Street owned by Kim and Georgia Boston and occupied by Mike Pearce. Kim and Georgia Boston did not request a hearing, nor did they appear on May 8, 2023. CM Throm moved, CM Snellings seconded to approve Resolution 2023-05 setting a deadline of May 18, 2023, for the owner to abate the nuisance. Following May 18, the City will abate the nuisance and assess the costs to Kim and Georgia Boston. Motion carried unanimously.
5. **RESOLUTION 2023-06 NUISANCE AT 906 CALHOUN.** Code Enforcement Officer Stock presented pictures and the Notice of Violation for 906 Calhoun Street owned by Michael T and Carmen Lee. Michael and Carmen did not request a hearing, nor did they appear on May 8, 2023. CM Beikman moved, CM Goracke seconded to approve Resolution 2023-06 setting a deadline of May 18, 2023, for the owner to abate the nuisance. Following May 18, the City will abate the nuisance and assess the costs to Michael and Carmen Lee. Motion carried unanimously.

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

1. Alcohol Consumption request from Tish Outhet at Lee Dam Art Center June 3 for a Class Reunion-MHS Class of 1993.
2. Cash balances in funds were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through April 2023 showed unadjusted accumulated revenues in the General Fund of \$1,602,507 or 56% of budget; Water Revenue Fund, \$250,539 or 28% of budget, Sewer Revenue Fund, \$253,819 or 33% of budget. Unadjusted statement of expenditures in the General Fund totaled \$1,130,402 or 35% of budget, Water Revenue Fund, \$279,920 or 22% of budget, and Sewer Revenue Fund, \$237,857 or 17% of budget.
3. The Municipal Judge's Report for April showed \$1,819.72 being deposited with the City Treasurer and \$70.50 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

APPROPRIATIONS ORDINANCE NO. 3797

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$110,869.10; Water Revenue Fund, \$12,798.28; Sewage Revenue Fund, \$9,015.48; Swim Pool Sales Tax, \$6,293.63; Koester Block Maintenance, \$1,287.89; Employee Benefit, \$8,996.05;

Transient Guest Tax, \$2,724.46; Sales Tax Improvements, \$280,043.97; making a total of \$447,072.96.

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 \$447,072.96.
3. Motion to approve the appropriations ordinance carried by 8-0 roll call vote. City Clerk Holle assigned Ordinance No. 3797.

STAFF REPORTS:

CITY ADMINISTRATOR:

1. **FINANCIALS.** CA St. John updated the Governing Body on the status of the General Fund, Water Revenue Fund, Sewer Revenue Fund and Sales Tax Improvement Fund. A Capital Projects report was also included.
2. **WORKSHOP DATE.** CA St. John requested a workshop be scheduled on May 25th at 6 p.m. to discuss the departments' five-year plans.
3. **FAST CHARGE CHARGING STATION GRANT.** CA St. John reported he has filled out a proposal for a fast charge charging station. If the proposal is accepted a grant application will be given to the City to apply for this grant. The estimated cost of the charging station would be about \$250,000. This is an 80/20 match but the brand of charging station the City proposed is one Evergy recommends so Evergy has a rebate available of \$20,000.
4. **KANSAS GOVERNMENT JOURNAL ARTICLE.** PC Simpson wrote an article published in the Kansas Government Journal highlighting the emergency response the City departments and citizens of Marysville provided following the EF1 tornado June 11, 2022.

BUILDING INSPECTOR:

1. **DANGEROUS/UNSAFE STRUCTURE 205 CALHOUN.** BI Ralph presented pictures and a check list of violations regarding an unsafe structure at 205 Calhoun which is unfit for human habitation. After reviewing the memorandum and discussion about ownership of the property CM Beikman moved, CM Goracke seconded to write Resolution 2023-07 to condemn the property at 205 Calhoun Street and conduct a hearing on June 26, 2023. Motion tied 4-4 with CM Frye, CM Snellings, CM Price, and CM Throm voting no. Mayor Barnes broke the tie in favor of passing Resolution 2023-07 to set a condemnation hearing on June 26, 2023. Several Council Members said there were more houses that should be condemned, and a list will be brought to the Building Inspector.

STANDING COMMITTEE REPORTS:

STREET:

1. **NORTH STREET AND 11TH ROAD.** CM Frye asked if the white lines painted on North Street and 11th Road for pedestrians could be extended to the corner. He said trucks are cutting the corner

and crowding the pedestrian pathway. CM Behrens reported one of the houses on the south side of North Street east of Frank Marshall Drive had blown large amounts of grass in the street.

2. **11th ROAD SOUTH.** CM Throm asked if the street project was ready. CA St. John said he was getting easements from the property owners.
3. **CRACKSEAL.** CM Frye asked staff to put an article in the newsletter explaining crack seal and the purpose of the process.
4. **AT&T PROJECT COMPLETION.** CM Throm asked when AT&T would repair the streets following their project. CA St. John said Young Backhoe would repair one and Kansas Gas would repair the other when hot mix is available. CM Frye asked about the brick street near the Advocate AT&T tried to fix. Council suggested the City give them a deadline and give them a cost for the City Crew to repair the street.
5. **DUST CONTROL.** CM Snellings said she had a request for dust control on Jayhawk Road from 8th Street to 16th Street. CM Keating said he had spoken with Dan Wullschleger and the rate was \$1.48 per 18 feet. Council discussed the City would prepare the road if the citizens wanted to pay for their dust control, but cautioned once the product was sprayed on the road it could no longer be graded. Marshall County and the townships also use this system, they prepare the road and the citizen who requested the product pays for the dust control.
6. **GRANT TO WIDEN STREETS.** Mayor Barnes asked if the City had heard anything about the grant NCRP Commission is working on for safer roads and walkways. No update was available.

WATER & WASTEWATER:

1. **SEWER BACKUP.** CM Price suggested the City plan a project to fix the sewer line in the alley between 9th and 10th Street by North Street. The Water/Sewer Department was removing tree roots and the sewer line is one of the few which is 6-inch clay. The City will get a cost estimate to upgrade the line.
2. **WATERLINE ON SOUTH 8TH AND ELM.** CM Throm asked if the waterline project on S 8th Street and Elm Street was ready to bid. CA St. John said the engineer is still waiting on approval from KDHE.
3. **CATCH BASINS.** CM Frye asked if the City could add catch basin replacements as a yearly project like ADA corners and curbs. Many of the catch basins are in need of repair.
4. **STORM SEWER AT 1406 CENTER.** Mayor Barnes asked about the project to repair the storm drainage on Center Street at Nordhus Motors. The project is at CES Engineering.

PARKS & RECREATION:

1. **SOD HOUSE.** CM Frye asked if there are plans to repair the sod house in City Park. CA St. John reported the sod house is a Kiwanis project and they purchased the supplies 2 years ago to repair the house and told the City they will work on it this year. CM Throm mentioned the drainage near the Red School House should be corrected after the new concrete was poured near the tennis courts.
2. **LAKEVIEW BLACK DIAMOND.** CM Frye said it was reported to him someone fell on the gravel slope at the black diamond. City staff will check to see if improvements are necessary.
3. **POOL.** CM Throm asked about filling the pool. Staff started filling the pool today.

CEMETERY/AIRPORT:

1. **KIOSK AT THE CEMETERY.** The new kiosk near the entrance of the City Cemetery was installed and has all the information updated.

POLICE AND FIRE:

ADMINISTRATION AND FINANCE:

1. **MEETING SCHEDULED.** CM Price, CM Behrens and CM Snellings set an Admin and Finance meeting for Thursday, May 18 at 4:30 p.m. at City Hall.

APPOINTMENTS:

Library Board

Dixie Talbot -1st term May 2023-April 2027 (replacing Bryan Kracht)

Ross Wright-2nd term May 2023-April 2027

CM Throm moved, CM Keating seconded to approve the Mayor's appointments. Motion carried unanimously.

CITY ATTORNEY:

EXECUTIVE SESSION:

ROUND TABLE DISCUSSION:

1. **FFA BLUE AND GOLD TRUCK SHOW.** CM Frye said the FFA Truck and Tractor Show in City Park on Sunday was a success.
2. **POTHoles 11TH TO 12TH ON OTOE.** CM Snellings had a report of potholes on Otoe Street between 11th and 12th.
3. **FREE DIRT.** CM Beikman asked if the City wanted dirt the wind farm in Washington County has available for pick up. CA St. John said the wetland project specified the type of dirt needed so the City could not use it.
4. **DAVE SCHAEFER.** CM Price asked what company Dave Schaefer represents. Mr. Schaefer works for High Plains Power Systems, and he asked to bid maintenance on the City's generators. It was suggested we put the maintenance on the generators out to bid.
5. **LAND BANK.** Mayor Barnes suggested the City look into a land bank for condemned property. CM Keating suggested the land bank should be county wide as all the other towns in the county have the same issue.
6. **MEMORIAL WREATH.** Mayor Barnes said Council President Throm will place the memorial wreath on the mound at the Memorial Day Service at the City Cemetery.
7. **KMIT GOLD STAR.** Congratulations City Employees! Mayor Barnes reported the City Employees earned the gold star award from KMIT for their safety this year saving the City 5% off the premium which is about \$1900.

There being no further business, at 8:43 p.m. CM Behrens moved to adjourn, CM Snellings seconded. Motion carried unanimously.

Cindy Holle
City Clerk

RESOLUTION NO. 2023-15

A RESOLUTION TEMPORARILY EXEMPTING CERTAIN PORTIONS OF THE CITY OF MARYSVILLE, KANSAS FROM THE PROHIBITIONS ON THE DRINKING OR CONSUMPTION OF ALCOHOLIC LIQUOR AND/OR CEREAL MALT BEVERAGE WITHIN THE CORPORATE LIMITS OF THE CITY OF MARYSVILLE, KANSAS

WHEREAS the Marysville Chamber Main Street is holding a Blue River Days Event; and

WHEREAS, the Marysville Chamber Main Street has requested to sell alcoholic liquor located at 7th Street and Broadway Street (in a bin structure), identified in the attached map and permit authorized by this resolution; and

WHEREAS K.S.A. 41-719 and the Marysville City Code Section 3-303 (a) and (b) prohibit the drinking or consumption of alcoholic liquor or cereal malt beverage on public property within the city; and

WHEREAS K.S.A. 41-2645 and the Marysville City Code Section 3-303 (c) authorizes the City of Marysville, Kansas to exempt, upon written application specified property, from the prohibition on the drinking or consumption of alcoholic liquor or cereal malt beverage on public property; and

WHEREAS this resolution does not authorize the possession or consumption of alcoholic liquor or cereal malt beverage outside the confines of the event; and

WHEREAS, the City of Marysville, Kansas desires to temporarily exempt Broadway Street, from 4th Street to 10th Street and the 7th Street Corridor as identified in the diagram attached to the permit authorized by this Resolution from the above-references prohibitions on the drinking or consumption of alcoholic liquor and/or cereal malt beverage on public property between the hours of 5:00 p.m. to midnight. on June 2, 2023, and noon to midnight on June 3, 2023, in the barricaded area so long as there is strict compliance with the laws and regulations of the State of Kansas, the City of Marysville, Kansas Municipal Code, and the terms and conditions of this Resolution and any temporary permit issued pursuant hereto. There will be no alcohol allowed during the parade on Broadway from 4:00 p.m. to 4:45 p.m. on Saturday, June 3.

ADOPTED by the Governing Body of the City of Marysville, Kansas, this 22nd day of May 2023.

SIGNED by the Mayor, this 22nd day of May 2023.

(Seal)

JASON BARNES
Mayor

Attest:

LUCINDA HOLLE
City Clerk

RESOLUTION NO. 2023-08

RESOLUTION FOLLOWING HEARING ON NUISANCE VIOLATION BEFORE THE GOVERNING BODY ON MAY 22, 2023

WHEREAS, pursuant to Chapter 8, Article 2 of the Code of the City of Marysville, Kansas, notice was given to JOHN HUNINGHAKE AND DANNY CHILDERS with regard to 410 Carolina Street, Marysville, Marshall County, Kansas, on March 7, 2023, regarding violations of Chapter 8-201 of said Code (commonly referred to as the Health and Welfare Code); and

WHEREAS John Huninghake or Danny Childers did not request a hearing, nor did they appear on March 27, 2023, as pursuant to the Code of the City of Marysville; however, the Governing Body did discuss the alleged violations as aforementioned on May 22, 2023, and

WHEREAS the Governing Body indicated the following deadline would apply for compliance in the area of concern: The area of 410 Carolina Street, Marysville, Marshall County, Kansas, shall be in compliance prior to May 22, 2023.

NOW, THEREFORE, IT IS RESOLVED by the Governing Body of the City of Marysville, Kansas, that the above aforementioned deadline as applicable to the respective area shall apply and be deemed final; and

IT IS FURTHER RESOLVED that if compliance is not met in this area by June 1, 2023, the City Inspector shall abate the violation with the costs assessed against the lot or parcel of ground as provided by Chapters 8-208 and 8-210 of the Marysville Code of Ordinances.

IT IS SO RESOLVED.

PASSED AND APPROVED this 22nd day of May 2023, by the Governing Body of the City of Marysville, Kansas.

FORMALIZED IN WRITING ON THIS 22nd DAY OF MAY 2023.

(Seal)

JASON BARNES
Mayor

ATTEST:

LUCINDA HOLLE
City Clerk



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

NOTICE OF VIOLATION

of City Code, Chapter 8, Article 2, Section 8-201, relating to health nuisances as defined. Providing for notice and providing for removal by the City of Marysville and providing for charges, therefore.

DATE: 03/07/2023

OWNER AND/OR TENANT: John Huninghake/Danny Childers

LOCATION OF INSPECTION: 410 Carolina, Marysville Ks.

PHOTO(S) & INSTRUCTIONS TO ABATE: Please note the pictures I have taken; these areas are in violation of city code. Please clean up these areas at your earliest convenience which is the tires, batteries, milk crates full of items, extension cords, sinks, tools and scrap metal in the yard. This also includes the weeds southwest of the house and the tree that fell and took out the fence.

Inspection of your property within the city limits of Marysville, Kansas reveals that there is a health nuisance on your property that is in violation of City Code, Chapter 8, Article 2, Section 8-201.

The above-referenced property is in violation of the Marysville Code of Ordinances because of the following conditions:

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:

- (a) Filth, excrement, lumber, rocks, dirt, cans, paper, trash, metal or any other offensive or disagreeable thing or substance thrown or left or deposited upon any street, avenue, alley, sidewalk, park, public or private enclosure or lot whether vacant or occupied.
- (b) All dead animals not removed within 24 hours after death.
- (c) Any place or structure or substance which emits or causes any offensive, disagreeable, or nauseous odors.
- (d) All stagnant ponds or pools of water.
- (e) All grass or weeds or other unsightly vegetation not usually cultivated or grown for domestic use or to be marketed or for ornamental purposes.
- (f) Abandoned iceboxes or refrigerators kept on the premises under the control of any person or deposited on the sanitary landfill.
- (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.
- (h) Any fence, structure, thing, or substance placed upon or being upon any street, sidewalk, alley or public ground to obstruct the same, except as permitted by the laws of the city. (K.S.A. 21-4106:4107; Code 2011)

As the owner or tenant of the property in which the violation is found you have **10 days from the date of this notice** to abate the condition(s) in violation.

You may request a hearing before the City Council by filing a written request with the City Clerk at Marysville City Hall, 209 N. 8th Street, Marysville, Kansas, within the five (5) days of receipt of this letter. If you so request, your hearing will be at the next City Council meeting, which is presently scheduled for **03/27/2023** at 7:00 p.m.

A follow-up inspection will be conducted on **03/20/2023** to ensure compliance with this request. Your prompt attention to this matter will be appreciated.

Should the person, corporation, partnership, or association listed on this notice fail to properly abate the nuisance or request a hearing, the matter may be referred to the prosecutor to be filed in the municipal court against such person, corporation, partnership, or association and upon conviction of any violation of provisions of section 8-201, **may be fined in an amount not to exceed \$250 plus court costs.**

In addition to, or as an alternative to prosecution, the public officer may seek to remedy violations of this section in the following manner. If a person to whom a notice has been sent has neither alleviated the conditions causing the alleged violation nor requested a hearing before the governing body within the time periods specified, the public officer may present a resolution to the governing body for adoption authorizing the public officer or other agents of the city to abate the conditions causing the violation at the end of 10 days after passage of the resolution. The resolution shall further provide that the costs incurred by the city shall be charged against the lot or parcel of ground on which the nuisance was located. A copy of the resolution shall be served upon the person in violation.

If you have any question regarding the enforcement of this order, contact the Building Inspector at 785-562-5331.

Thank you for your cooperation in this matter.

William Ralph
Building Inspector





Updated photos 5/16/2023





RESOLUTION NO. 2023-09

RESOLUTION FOLLOWING HEARING ON NUISANCE VIOLATION BEFORE THE GOVERNING BODY ON MAY 22, 2023

WHEREAS, pursuant to Chapter 8, Article 2 of the Code of the City of Marysville, Kansas, notice was given to JAMES AND BETTY RINK with regard to 500 Elm Street, Marysville, Marshall County, Kansas, on April 5, 2023, regarding violations of Chapter 8-201 of said Code (commonly referred to as the Health and Welfare Code); and

WHEREAS James and Betty Rink did not request a hearing, nor did they appear on March 27, 2023, as pursuant to the Code of the City of Marysville; however, the Governing Body did discuss the alleged violations as aforementioned on May 22, 2023, and

WHEREAS the Governing Body indicated the following deadline would apply for compliance in the area of concern: The area of 500 Elm Street, Marysville, Marshall County, Kansas, shall be in compliance prior to May 22, 2023.

NOW, THEREFORE, IT IS RESOLVED by the Governing Body of the City of Marysville, Kansas, that the above deadline as applicable to the respective area shall apply and be deemed final; and

IT IS FURTHER RESOLVED that if compliance is not met in this area by June 1, 2023, the City Inspector shall abate the violation with the costs assessed against the lot or parcel of ground as provided by Chapters 8-208 and 8-210 of the Marysville Code of Ordinances.

IT IS SO RESOLVED.

PASSED AND APPROVED this 22nd day of May 2023, by the Governing Body of the City of Marysville, Kansas.

FORMALIZED IN WRITING ON THIS 22nd DAY OF MAY 2023.

(Seal)

JASON BARNES
Mayor

ATTEST:

LUCINDA HOLLE
City Clerk



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

NOTICE OF VIOLATION

of City Code, Chapter 8, Article 2, Section 8-201, relating to health nuisances as defined. Providing for notice and providing for removal by the City of Marysville and providing for charges, therefore.

DATE: 04/05/2023

OWNER AND/OR TENANT: James & Betty Rink

LOCATION OF INSPECTION: 500 Elm St.

PHOTO(S) & INSTRUCTIONS TO ABATE: Please note the pictures I have taken, these areas are in violation of city code, please clean up these areas at your earliest convenience which is the tires and stack wood and brush and miscellaneous items. We greatly appreciate your cooperation and prompt action to this situation and helping keep Marysville clean.

Inspection of your property within the city limits of Marysville, Kansas reveals that there is a health nuisance on your property that is in violation of City Code, Chapter 8, Article 2, Section 8-201.

The above-referenced property is in violation of the Marysville Code of Ordinances because of the following conditions:

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:

- (a) Filth, excrement, lumber, rocks, dirt, cans, paper, trash, metal or any other offensive or disagreeable thing or substance thrown or left or deposited upon any street, avenue, alley, sidewalk, park, public or private enclosure or lot whether vacant or occupied.
- (b) All dead animals not removed within 24 hours after death.
- (c) Any place or structure or substance which emits or causes any offensive, disagreeable or nauseous odors.
- (d) All stagnant ponds or pools of water.
- (e) All grass or weeds or other unsightly vegetation not usually cultivated or grown for domestic use or to be marketed or for ornamental purposes.
- (f) Abandoned iceboxes or refrigerators kept on the premises under the control of any person or deposited on the sanitary landfill.
- (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.
- (h) Any fence, structure, thing, or substance placed upon or being upon any street, sidewalk, alley, or public ground to obstruct the same, except as permitted by the laws of the city. (K.S.A. 21-4106:4107; Code 2011)

As the owner or tenant of the property in which the violation is found you have **10 days from the date of this notice** to abate the condition(s) in violation or request a hearing before the governing body of the matter as provided by section 8-206 of the City Code. If you so request, your hearing will be at the next City Council meeting, which is presently scheduled for **04/24/2023** at 7:00 p.m.

A follow-up inspection will be conducted on **04/17/2023**

+ to ensure compliance with this request. Your prompt attention to this matter will be appreciated.

Should the person, corporation, partnership, or association listed on this notice fail to properly abate the nuisance or request a hearing, the matter may be referred to the prosecutor to be filed in the municipal court against such person, corporation, partnership or association and upon conviction of any violation of provisions of section 8-201, **may be fined in an amount not to exceed \$250 plus court costs.**

In addition to, or as an alternative to prosecution, the public officer may seek to remedy violations of this section in the following manner. If a person to whom a notice has been sent has neither alleviated the conditions causing the alleged violation nor requested a hearing before the governing body within the time periods specified, the public officer may present a resolution to the governing body for adoption authorizing the public officer or other agents of the city to abate the conditions causing the violation at the end of 10 days after passage of the resolution. The resolution shall further provide that the costs incurred by the city shall be charged against the lot or parcel of ground on which the nuisance was located. A copy of the resolution shall be served upon the person in violation.

If you have any question regarding the enforcement of this order, contact the Building Inspector at 785-562-5331.

Thank you for your cooperation in this matter.

Code Enforcement Officer





Updated photos 5/16/2023





RESOLUTION NO. 2023-10

RESOLUTION FOLLOWING HEARING ON NUISANCE VIOLATION BEFORE THE GOVERNING BODY ON MAY 22, 2023

WHEREAS, pursuant to Chapter 8, Article 2 of the Code of the City of Marysville, Kansas, notice was given to ADVENTURE REAL ESTATE LLC AND JASON GROUND with regard to 211 N 4th Street, Marysville, Marshall County, Kansas, on April 6, 2023, regarding violations of Chapter **8-201** of said Code (commonly referred to as the Health and Welfare Code); and

WHEREAS, Adventure Real Estate LLC or Jason Ground did not request a hearing, nor did they appear on April 24, 2023, as pursuant to the Code of the City of Marysville; however, the Governing Body did discuss the alleged violations as aforementioned on May 22, 2023, and

WHEREAS the Governing Body indicated the following deadline would apply for compliance in the area of concern: The area of 211 N 4th Street, Marysville, Marshall County, Kansas, shall be in compliance prior to May 22, 2023.

NOW, THEREFORE, IT IS RESOLVED by the Governing Body of the City of Marysville, Kansas, that the above aforementioned deadline as applicable to the respective area shall apply and be deemed final; and

IT IS FURTHER RESOLVED that if compliance is not met in this area by June 1, 2023, the City Inspector shall abate the violation with the costs assessed against the lot or parcel of ground as provided by Chapters 8-208 and 8-210 of the Marysville Code of Ordinances.

IT IS SO RESOLVED.

PASSED AND APPROVED this 22nd day of May 2023, by the Governing Body of the City of Marysville, Kansas.

FORMALIZED IN WRITING ON THIS 22nd DAY OF MAY 2023.

(Seal)

JASON BARNES
Mayor

ATTEST:

LUCINDA HOLLE
City Clerk



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

NOTICE OF VIOLATION

of City Code, Chapter 8, Article 2, Section 8-201, relating to health nuisances as defined. Providing for notice and providing for removal by the City of Marysville and providing for charges, therefore.

DATE: 04/06/2023

OWNER AND/OR TENANT: Adventure Real Estate LLC / Jason Ground

LOCATION OF INSPECTION: 211 N. 4th St. Marysville, Ks

PHOTO(S) & INSTRUCTIONS TO ABATE: Please note the pictures I have taken, these areas are in violation of city code, please clean up these areas at your earliest convenience which is the tires wood and miscellaneous items. We greatly appreciate your cooperation and prompt action to this situation and helping keep Marysville clean.

Inspection of your property within the city limits of Marysville, Kansas reveals that there is a health nuisance on your property that is in violation of City Code, Chapter 8, Article 2, Section 8-201.

The above-referenced property is in violation of the Marysville Code of Ordinances because of the following conditions:

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:

- (a) Filth, excrement, lumber, rocks, dirt, cans, paper, trash, metal or any other offensive or disagreeable thing or substance thrown or left or deposited upon any street, avenue, alley, sidewalk, park, public or private enclosure or lot whether vacant or occupied.
- (b) All dead animals not removed within 24 hours after death.
- (c) Any place or structure or substance which emits or causes any offensive, disagreeable or nauseous odors.
- (d) All stagnant ponds or pools of water.
- (e) All grass or weeds or other unsightly vegetation not usually cultivated or grown for domestic use or to be marketed or for ornamental purposes.
- (f) Abandoned iceboxes or refrigerators kept on the premises under the control of any person or deposited on the sanitary landfill.
- (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.
- (h) Any fence, structure, thing, or substance placed upon or being upon any street, sidewalk, alley, or public ground to obstruct the same, except as permitted by the laws of the city. (K.S.A. 21-4106:4107; Code 2011)

As the owner or tenant of the property in which the violation is found you have **10 days from the date of this notice** to abate the condition(s) in violation or request a hearing before the governing body of the matter as provided by section 8-206 of the City Code. If you so request, your hearing will be at the next City Council meeting, which is presently scheduled for **04/24/2023** at 7:00 p.m.

A follow-up inspection will be conducted on **04/17/2023** to ensure compliance with this request. Your prompt attention to this matter will be appreciated.

Should the person, corporation, partnership, or association listed on this notice fail to properly abate the nuisance or request a hearing, the matter may be referred to the prosecutor to be filed in the municipal court against such person, corporation, partnership or association and upon conviction of any violation of provisions of section 8-201, **may be fined in an amount not to exceed \$250 plus court costs.**

In addition to, or as an alternative to prosecution, the public officer may seek to remedy violations of this section in the following manner. If a person to whom a notice has been sent has neither alleviated the conditions causing the alleged violation nor requested a hearing before the governing body within the time periods specified, the public officer may present a resolution to the governing body for adoption authorizing the public officer or other agents of the city to abate the conditions causing the violation at the end of 10 days after passage of the resolution. The resolution shall further provide that the costs incurred by the city shall be charged against the lot or parcel of ground on which the nuisance was located. A copy of the resolution shall be served upon the person in violation.

If you have any question regarding the enforcement of this order, contact the Building Inspector at 785-562-5331.

Thank you for your cooperation in this matter.

Code Enforcement Officer





Updated photos 5/16/2023



RESOLUTION NO. 2023-11

RESOLUTION FOLLOWING HEARING ON NUISANCE VIOLATION BEFORE THE GOVERNING BODY ON MAY 22, 2023

WHEREAS, pursuant to Chapter 8, Article 2 of the Code of the City of Marysville, Kansas, notice was given to COHORST & ASSOCIATES, LLC AND KIMBERLY BOSTICK with regard to 1600 Calhoun Street, Marysville, Marshall County, Kansas, on April 25, 2023, regarding violations of Chapter **8-201** of said Code (commonly referred to as the Health and Welfare Code); and

WHEREAS Cohorst & Associates LLC or Kimberly Bostick did not request a hearing, nor did they appear on May 22, 2023, as pursuant to the Code of the City of Marysville; however, the Governing Body did discuss the alleged violations as aforementioned on May 22, 2023, and

WHEREAS the Governing Body indicated the following deadline would apply for compliance in the area of concern: The area of 1600 Calhoun Street, Marysville, Marshall County, Kansas, shall be in compliance prior to May 22, 2023.

NOW, THEREFORE, IT IS RESOLVED by the Governing Body of the City of Marysville, Kansas, that the above aforementioned deadline as applicable to the respective area shall apply and be deemed final; and

IT IS FURTHER RESOLVED that if compliance is not met in this area by June 1, 2023, the City Inspector shall abate the violation with the costs assessed against the lot or parcel of ground as provided by Chapters 8-208 and 8-210 of the Marysville Code of Ordinances.

IT IS SO RESOLVED.

PASSED AND APPROVED this 22nd day of May 2023, by the Governing Body of the City of Marysville, Kansas.

FORMALIZED IN WRITING ON THIS 22nd DAY OF MAY 2023.

(Seal)

JASON BARNES
Mayor

ATTEST:

LUCINDA HOLLE
City Clerk



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

NOTICE OF VIOLATION

of City Code, Chapter 8, Article 2, Section 8-201, relating to health nuisances as defined. Providing for notice and providing for removal by the City of Marysville and providing for charges, therefore.

DATE: 4/25/2023

OWNER AND/OR TENANT: Cohorst & Associates, LLC / Kimberly Bostick

LOCATION OF INSPECTION: 1600 Calhoun St.

PHOTO(S) & INSTRUCTIONS TO ABATE: Please note the pictures I have taken, these areas are in violation of city code, please clean up these areas at your earliest convenience which is the tree limbs, trash, and miscellaneous items. We greatly appreciate your cooperation and prompt action to this situation and helping keep Marysville clean.

Inspection of your property within the city limits of Marysville, Kansas reveals that there is a health nuisance on your property that is in violation of City Code, Chapter 8, Article 2, Section 8-201.

The above-referenced property is in violation of the Marysville Code of Ordinances because of the following conditions:

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:

- (a) Filth, excrement, lumber, rocks, dirt, cans, paper, trash, metal or any other offensive or disagreeable thing or substance thrown or left or deposited upon any street, avenue, alley, sidewalk, park, public or private enclosure or lot whether vacant or occupied.
 - (b) All dead animals not removed within 24 hours after death.
 - (c) Any place or structure or substance which emits or causes any offensive, disagreeable or nauseous odors.
 - (d) All stagnant ponds or pools of water.
 - (e) All grass or weeds or other unsightly vegetation not usually cultivated or grown for domestic use or to be marketed or for ornamental purposes.
 - (f) Abandoned iceboxes or refrigerators kept on the premises under the control of any person or deposited on the sanitary landfill.
 - (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.
 - (h) Any fence, structure, thing, or substance placed upon or being upon any street, sidewalk, alley, or public ground to obstruct the same, except as permitted by the laws of the city.
- (K.S.A. 21-4106:4107; Code 2011)

As the owner or tenant of the property in which the violation is found you have **10 days from the date of this notice** to abate the condition(s) in violation or request a hearing before the governing body of the matter as provided by section 8-206 of the City Code. If you so request, your hearing will be at the next City Council meeting, which is presently scheduled for **5/22/2023** at 7:00 p.m.

A follow-up inspection will be conducted on **5/8/2023** to ensure compliance with this request. Your prompt attention to this matter will be appreciated.

Should the person, corporation, partnership, or association listed on this notice fail to properly abate the nuisance or request a hearing, the matter may be referred to the prosecutor to be filed in the municipal court against such person, corporation, partnership or association and upon conviction of any violation of provisions of section 8-201, **may be fined in an amount not to exceed \$250 plus court costs.**

In addition to, or as an alternative to prosecution, the public officer may seek to remedy violations of this section in the following manner. If a person to whom a notice has been sent has neither alleviated the conditions causing the alleged violation nor requested a hearing before the governing body within the time periods specified, the public officer may present a resolution to the governing body for adoption authorizing the public officer or other agents of the city to abate the conditions causing the violation at the end of 10 days after passage of the resolution. The resolution shall further provide that the costs incurred by the city shall be charged against the lot or parcel of ground on which the nuisance was located. A copy of the resolution shall be served upon the person in violation.

If you have any question regarding the enforcement of this order, contact the Building Inspector at 785-562-5331.

Thank you for your cooperation in this matter.

Robert Stock
Code Enforcement Officer



Updated photos 5/16/2023





(First Published in the Marysville Advocate, Official City Newspaper
on Thursday May 25, 2023)

RESOLUTION NO. 2023-12

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF MARYSVILLE, KANSAS, AT WHICH THE OWNERS, THEIR AGENTS, LIENHOLDERS OF RECORD, OCCUPANTS AND OTHER PARTIES IN INTEREST IN STRUCTURES LOCATED WITHIN SAID CITY AND DESCRIBED HEREIN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, the City Inspector of the City of Marysville, Kansas, did file with the governing body of said city, a statement in writing that the structure, situated as described below, is unsafe and dangerous;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, KANSAS:

That a hearing will be held on Monday, July 10, 2023, before the governing body of said City at 7:00 o'clock p.m. at Marysville City Hall, 209 N. 8th Street, Marysville, Kansas, at which the owners, their agents, any lienholders of record, and any occupant and other parties in interest, as that term is defined by law, of the structure(s) located at:

Lot 2, Lot 3 E 33', Block 6, Palmetto, Marshall County, Kansas
(commonly known as 1009 North Street, Marysville, Kansas 66508).

may appear and show cause why such structure(s) should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

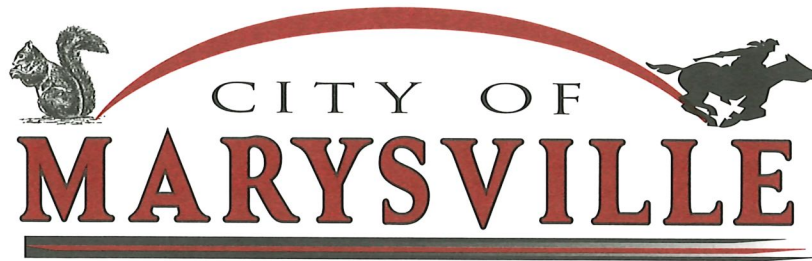
BE IT FURTHER RESOLVED that the City Council shall cause this resolution to be published and shall give notice of the aforesaid hearing in the manner provided by law.

ADOPTED AND APPROVED by the Council on this 22nd day of May 2023.

Jason Barnes, Mayor

ATTEST:

Lucinda Holle, City Clerk



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

TO: Governing Body
FROM: William Ralph
City Inspector
DATE: May 16, 2023
LOCATION: 1009 North Street
RE: Unsafe/Dangerous Structure

This is a attached garage on North street. The roof on this building has failed. There is rotten wood around the doors and the walls are leaning. The siding that is on the garage has peeling paint. This building is completely open so animals can go inside. The inside is full of what appears to be trash.

My recommendation to Council is that this property is a dangerous/ unsafe Structure and that it is unfit for human habitation. Attached is the Dangerous Structures checklist and pictures of the property.

William Ralph
City Inspector

A handwritten signature in blue ink that reads "William Ralph". The signature is written in a cursive style and is positioned below the typed name and title.







INSPECTION CHECKLIST AND REPORT

DANGEROUS AND UNSAFE STRUCTURES

In accordance with Article 6 of Chapter IV of the City Code of Marysville and K.S.A. 17-4759, the following structure was inspected on the below-stated date.

DATE INSPECTED: 5-16-2023

ADDRESS: 1009 North St.

LEGAL DESCRIPTION: Palmetto, Block 6, Lot 2 & E33' Lot 3

NAME OF PROPERTY OWNER: _____

TYPE OF STRUCTURE: Attached Garage

The property is found to be dangerous and unsafe because of the following conditions.

- The structure has been damaged by weather, want of repair or other causes so as to become dangerous to life, safety, morals, or general health and welfare of the people of the City of Marysville.
- The structure fails to provide the necessities to decent living which makes it unfit for human habitation.
- The structure is vacant and open which makes it definitely attractive to loiterers, vagrants, and children.
- The building has parts which are so attached that they may fall and injure other property or the public.
- The exterior surface of the structure reflects deterioration and constitutes a blighting influence on adjoining property by:
 - Broken glass
 - Loose shingles, siding, or lumber
 - Crumbling bricks or stones
 - Excessive peeling paint
 - Uncleanliness
 - Other _____
- Foundations, exterior walls, exterior doors, basement hatchway, windows or roof are not being kept substantially weathertight and rodent proof.
- Basement/cellar windows or openings are providing an entry for rodents and are not supplied with screens or other devices to effectively prevent their entrance.
- Structure constitutes a fire or safety hazard to the property itself and to the public safety and general welfare.
- Structure lacks adequate ventilation, sanitary facilities, or inadequate ingress or egress.
- Structure violates health, fire, building or zoning regulations.
- Other: _____

William Ralph
City Inspector

(First Published in the Marysville Advocate, Official City Newspaper
on Thursday May 25, 2023)

RESOLUTION NO. 2023-13

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF MARYSVILLE, KANSAS, AT WHICH THE OWNERS, THEIR AGENTS, LIENHOLDERS OF RECORD, OCCUPANTS AND OTHER PARTIES IN INTEREST IN STRUCTURES LOCATED WITHIN SAID CITY AND DESCRIBED HEREIN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, the City Inspector of the City of Marysville, Kansas, did file with the governing body of said city, a statement in writing that the structure, situated as described below, is unsafe and dangerous;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, KANSAS:

That a hearing will be held on Monday, July 10, 2023, before the governing body of said City at 7:00 o'clock p.m. at Marysville City Hall, 209 N. 8th Street, Marysville, Kansas, at which the owners, their agents, any lienholders of record, and any occupant and other parties in interest, as that term is defined by law, of the structure(s) located at:

Lots 1-3 and S 10' of vacated May Street, Block 24, Palmetto, Marshall County, Kansas (commonly known as 707 N 8th Street, Marysville, Kansas 66508).

may appear and show cause why such structure(s) should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

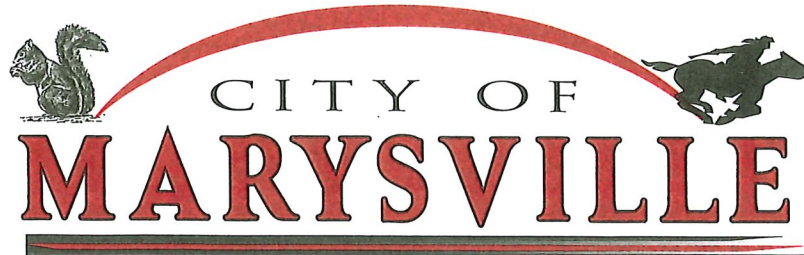
BE IT FURTHER RESOLVED that the City Council shall cause this resolution to be published and shall give notice of the aforesaid hearing in the manner provided by law.

ADOPTED AND APPROVED by the Council on this 22nd day of May 2023.

Jason Barnes, Mayor

ATTEST:

Lucinda Holle, City Clerk



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

TO: Governing Body
FROM: William Ralph
City Inspector
DATE: May 16, 2023
LOCATION: 707 N. 8th
RE: Unsafe/Dangerous Structure

This is the old Eagles Club on North 8th Street. The roof on the east side is lifting and has holes in it where they removed the overhang. There is siding missing on the south, east and north sides of the building. There are openings in the north and the south that could let animals into the building. I was not able to really inspect the west side because the trees are growing up right next to the building. The vertical siding, I could see on the west side is rotting at the bottom. We also have vertical siding on the north side that is rotting at the bottom. The garage door that was added on the east side was never finished. The paint on the building is peeling. The water account for this property was closed in June of 2004.

My recommendation to Council is that this property is a dangerous/ unsafe Structure and that it is unfit for human habitation. Attached is the Dangerous Structures checklist and pictures of the property.

William Ralph
City Inspector

A handwritten signature in blue ink that reads "William Ralph". The signature is written in a cursive style and is positioned below the typed name and title.











INSPECTION CHECKLIST AND REPORT

DANGEROUS AND UNSAFE STRUCTURES

In accordance with Article 6 of Chapter IV of the City Code of Marysville and K.S.A. 17-4759, the following structure was inspected on the below-stated date.

DATE INSPECTED: May 16, 2023
ADDRESS: 707 N. 8th St.
LEGAL DESCRIPTION: Palmetto, Block 24, Lot 1-3, & S 10'
NAME OF PROPERTY OWNER: Clean Steve Investments LLC
TYPE OF STRUCTURE: Commercial building

The property is found to be dangerous and unsafe because of the following conditions.

- The structure has been damaged by weather, want of repair or other causes so as to become dangerous to life, safety, morals, or general health and welfare of the people of the City of Marysville.
The structure fails to provide the necessities to decent living which makes it unfit for human habitation.
- The structure is vacant and open which makes it definitely attractive to loiterers, vagrants, and children.
- The building has parts which are so attached that they may fall and injure other property or the public.
- The exterior surface of the structure reflects deterioration and constitutes a blighting influence on adjoining property by:
 - Broken glass
 - Loose shingles, siding, or lumber
 - Crumbling bricks or stones
 - Excessive peeling paint
 - Uncleanliness
 - Other Metal on roof is coming off
- Foundations, exterior walls, exterior doors, basement hatchway, windows or roof are not being kept substantially weathertight and rodent proof.
Basement/cellar windows or openings are providing an entry for rodents and are not supplied with screens or other devices to effectively prevent their entrance.
- Structure constitutes a fire or safety hazard to the property itself and to the public safety and general welfare. bare wood exposed to elements
- Structure lacks adequate ventilation, sanitary facilities, or inadequate ingress or egress.
- Structure violates health, fire, building or zoning regulations.
- Other: No water service since June of 2004

William Ralph
City Inspector

(First Published in the Marysville Advocate, Official City Newspaper
on Thursday May 25, 2023)

RESOLUTION NO. 2023-14

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF MARYSVILLE, KANSAS, AT WHICH THE OWNERS, THEIR AGENTS, LIENHOLDERS OF RECORD, OCCUPANTS AND OTHER PARTIES IN INTEREST IN STRUCTURES LOCATED WITHIN SAID CITY AND DESCRIBED HEREIN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, the City Inspector of the City of Marysville, Kansas, did file with the governing body of said city, a statement in writing that the structure, situated as described below, is unsafe and dangerous;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, KANSAS:

That a hearing will be held on Monday, July 10, 2023, before the governing body of said City at 7:00 o'clock p.m. at Marysville City Hall, 209 N. 8th Street, Marysville, Kansas, at which the owners, their agents, any lienholders of record, and any occupant and other parties in interest, as that term is defined by law, of the structure(s) located at:

Lots 4-7, Block 24, West Heights, 3.5 Acres, Section 32, Township 02, Range 07, Marshall County, Kansas (commonly known as 819 Pony Express Highway, Marysville, Kansas 66508).

may appear and show cause why such structure(s) should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

BE IT FURTHER RESOLVED that the City Council shall cause this resolution to be published and shall give notice of the aforesaid hearing in the manner provided by law.

ADOPTED AND APPROVED by the Council on this 22nd day of May 2023.

Jason Barnes, Mayor

ATTEST:

Lucinda Holle, City Clerk



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

TO: Governing Body
FROM: William Ralph
City Inspector
DATE: May 15, 2023
LOCATION: 819 Pony Express Highway
RE: Unsafe/Dangerous Structure

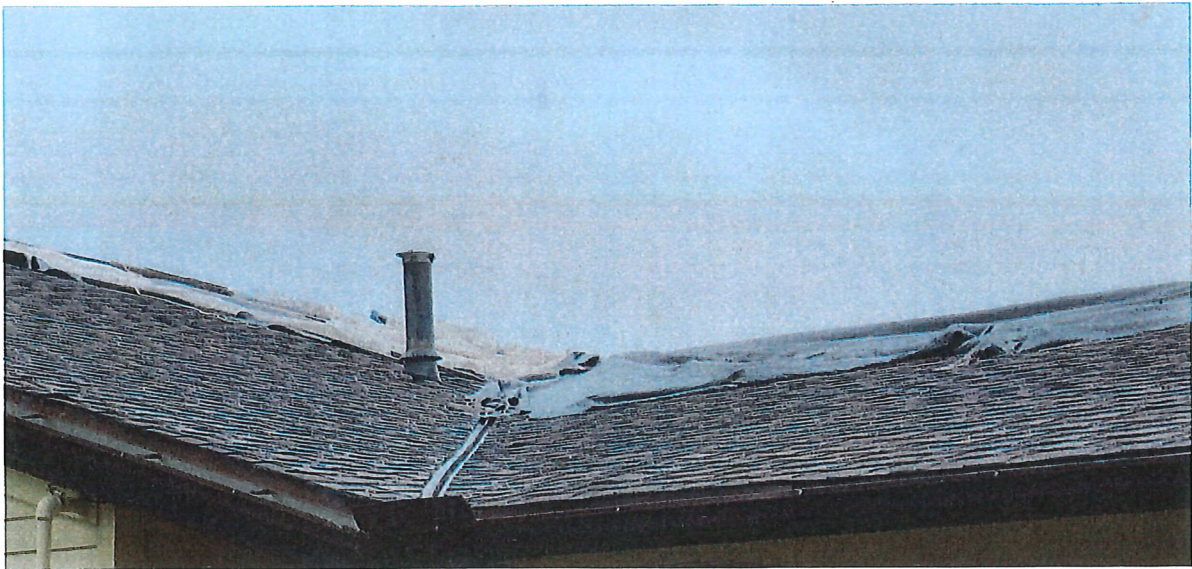
This property is the Thunderbird Hotel west of town. The roof over the office area was damaged when the tornado came through last June. They have had tarps on it part of the time but they keep getting torn. The soffit on the west side of the office has a section that is missing. You can see when you walk up to the door that the ceiling in this section has fallen. The rest of the building looks sound and I cannot see any damage on the rest of the roof from the ground.

My recommendation to council is that this property is a dangerous/ unsafe Structure and that it is unfit for human habitation. Attached is the Dangerous Structures checklist and pictures of the property.

William Ralph
City Inspector

A handwritten signature in black ink that reads "William Ralph". The signature is written in a cursive style with a long, sweeping tail.





INSPECTION CHECKLIST AND REPORT

DANGEROUS AND UNSAFE STRUCTURES

In accordance with Article 6 of Chapter IV of the City Code of Marysville and K.S.A. 17-4759, the following structure was inspected on the below-stated date.

DATE INSPECTED: May 15, 2023
ADDRESS: 819 Pony Express Hwy
LEGAL DESCRIPTION: West Heights, Acres 3.5, lots 4-7, Section 32, Township 02, Range 07.
NAME OF PROPERTY OWNER: Jay's Stop, LLC
TYPE OF STRUCTURE: Commercial office area of Hotel

The property is found to be dangerous and unsafe because of the following conditions.

- The structure has been damaged by weather, want of repair or other causes so as to become dangerous to life, safety, morals, or general health and welfare of the people of the City of Marysville.
- The structure fails to provide the necessities to decent living which makes it unfit for human habitation.
- The structure is vacant and open which makes it definitely attractive to loiterers, vagrants, and children.
- The building has parts which are so attached that they may fall and injure other property or the public.
- The exterior surface of the structure reflects deterioration and constitutes a blighting influence on adjoining property by:
 - Broken glass
 - Loose shingles, siding, or lumber
 - Crumbling bricks or stones
 - Excessive peeling paint
 - Uncleanliness
 - Other _____
- Foundations, exterior walls, exterior doors, basement hatchway, windows or roof are not being kept substantially weathertight and rodent proof.
- Basement/cellar windows or openings are providing an entry for rodents and are not supplied with screens or other devices to effectively prevent their entrance.
- Structure constitutes a fire or safety hazard to the property itself and to the public safety and general welfare.
- Structure lacks adequate ventilation, sanitary facilities, or inadequate ingress or egress.
- Structure violates health, fire, building or zoning regulations.
- Other: _____

William Ralph
City Inspector

(First Published in the Marysville Advocate, Official City Newspaper
on Thursday May 25, 2023)

RESOLUTION NO. 2023-16

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF MARYSVILLE, KANSAS, AT WHICH THE OWNERS, THEIR AGENTS, LIENHOLDERS OF RECORD, OCCUPANTS AND OTHER PARTIES IN INTEREST IN STRUCTURES LOCATED WITHIN SAID CITY AND DESCRIBED HEREIN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, the City Inspector of the City of Marysville, Kansas, did file with the governing body of said city, a statement in writing that the structure, situated as described below, is unsafe and dangerous;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, KANSAS:

That a hearing will be held on Monday, July 10, 2023, before the governing body of said City at 7:00 o'clock p.m. at Marysville City Hall, 209 N. 8th Street, Marysville, Kansas, at which the owners, their agents, any lienholders of record, and any occupant and other parties in interest, as that term is defined by law, of the structure(s) located at:

Lots 10 and E ½ of Lot 9, Block 21, Palmetto, Marshall County, Kansas
(commonly known as 406 Jenkins, Marysville, Kansas 66508).

may appear and show cause why such structure(s) should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

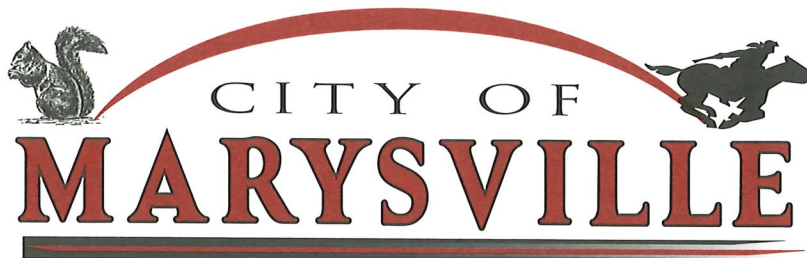
BE IT FURTHER RESOLVED that the City Council shall cause this resolution to be published and shall give notice of the aforesaid hearing in the manner provided by law.

ADOPTED AND APPROVED by the Council on this 22nd day of May 2023.

Jason Barnes, Mayor

ATTEST:

Lucinda Holle, City Clerk



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

TO: Governing Body

FROM: William Ralph
City Inspector

DATE: May 17, 2023

LOCATION: 406 Jenkins Street

RE: Unsafe/Dangerous Structure

This house has been vacant for a few years now. There has been a tree on the roof since the tornado last year. I do not know if it put a hole in the metal roof when it fell on the house. The front porch and the steps on this house are rotting. The porch is missing the end rim board on the deck. The screen door on this house has its glass knocked out. There are a few cracks in the foundation and some sections of stucco are falling off. Some of the basement windows are falling out or have been knocked out. The side door on the east side is open and the window on the screen door and the main door are broken. The paint on the whole house has excessive peeling paint. Also, the screened in building beside the house has a roof that has failed and is full of trash. The trees in the back yard are also overgrown. The city had to mow this property multiple times last year.

My recommendation to Council is that this property is a dangerous/ unsafe Structure and that it is unfit for human habitation. Attached is the Dangerous Structures checklist and pictures of the property.

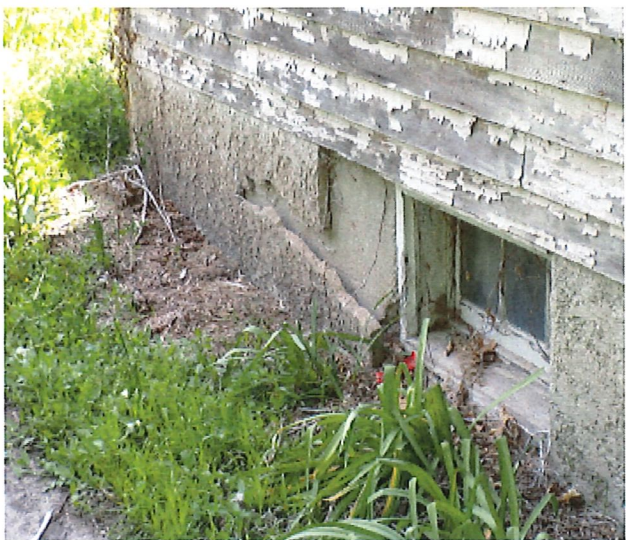
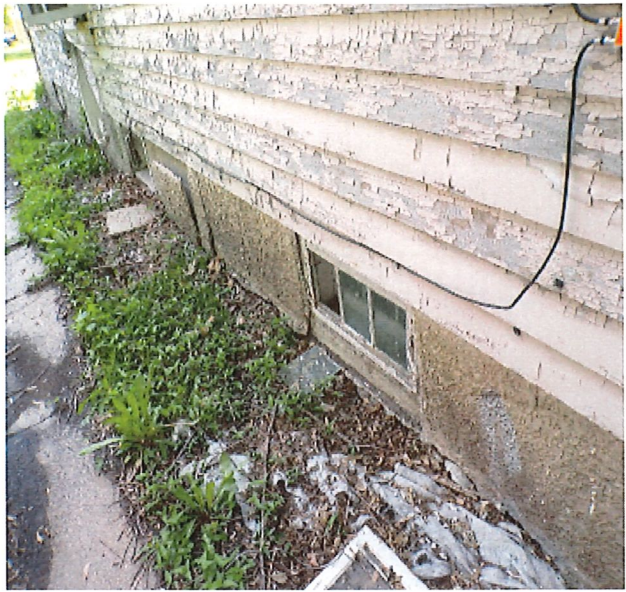
William Ralph
City Inspector

A handwritten signature in blue ink that reads "William Ralph". The signature is written in a cursive style.











INSPECTION CHECKLIST AND REPORT

DANGEROUS AND UNSAFE STRUCTURES

In accordance with Article 6 of Chapter IV of the City Code of Marysville and K.S.A. 17-4759, the following structure was inspected on the below-stated date.

DATE INSPECTED: May 17, 2023
 ADDRESS: 406 Jenkins St
 LEGAL DESCRIPTION: Palmetto, Block 21, Lot 10 & E 1/2 of 9
 NAME OF PROPERTY OWNER: Lisa Schwindamann
 TYPE OF STRUCTURE: Residential & screened in sitting area

The property is found to be dangerous and unsafe because of the following conditions.


- The structure has been damaged by weather, want of repair or other causes so as to become dangerous to life, safety, morals, or general health and welfare of the people of the City of Marysville.
 - The structure fails to provide the necessities to decent living which makes it unfit for human habitation.
 - The structure is vacant and open which makes it definitely attractive to loiterers, vagrants, and children.
 - The building has parts which are so attached that they may fall and injure other property or the public.
 - The exterior surface of the structure reflects deterioration and constitutes a blighting influence on adjoining property by:
 - Broken glass
 - Loose shingles, siding, or lumber
 - Crumbling bricks or stones
 - Excessive peeling paint
 - Uncleanliness
 - Other Trees fallen on roof
 - Foundations, exterior walls, exterior doors, basement hatchway, windows or roof are not being kept substantially weathertight and rodent proof.
 - Basement/cellar windows or openings are providing an entry for rodents and are not supplied with screens or other devices to effectively prevent their entrance.
 - Structure constitutes a fire or safety hazard to the property itself and to the public safety and general welfare.
 - Structure lacks adequate ventilation, sanitary facilities, or inadequate ingress or egress.
 - Structure violates health, fire, building or zoning regulations.
- Other: _____

William Ralph
 City Inspector

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

Full Name (Responsible Party):

Kruse Wayne A.
Last First Middle

Address: 

Home Phone #:  Work/Cell Phone #: 

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

Harlen 3rd Kathy Kruse

DATE OF EVENT:

LOCATION:

June 24, 2023 Lee Dam Center for Fine Art

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

55th Wedding Anniversary Celebration

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

5-12-2023
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

CONVENTION AND TOURISM

DATE	EVENT	FUND USE	AMT	PREV. AMT	COMMENTS
5/9/2023	Pony Express Gravel Dash	Committee to Expo in Emporia plus Advertising for the Event	\$2,500.00	\$ 500.00	Promote Gravel Dash in Oklahoma (2020)
5/9/2023	AutoFest Car Show	Car Show Sponsor	\$25.00	\$ 25.00	
5/9/2023	Big Blue River Days	Champion Level Sponsor	\$3,500.00	\$ 2,500.00	Increase to Support Changes in the Event
5/9/2023	Disc Golf Course Signs	Signs and Stencils to Mark Disc Golf	\$ 350.00	\$ -	
				\$ -	
				\$ -	

\$6,375.00

MAY 22, 2023 -----ORDINANCE NO. 3798

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:

FUND		
100	GENERAL	\$ 116,108.10
200	WATER REVENUE	53,218.79
300	SEWAGE REVENUE	22,290.58
411	SPECIAL IMPROVEMENT	14,420.50
512	LIBRARY REVOLVING	10,288.78
600	SWIM POOL SALES TAX	3,707.96
707	KOESTER BLOCK MAINTENANCE	6,641.74
711	EMPLOYEE BENEFIT	31,361.70
715	TRANSIENT GUEST TAX	2,175.89
800	SALES TAX IMPROVEMENT	<u>33,369.28</u>
	TOTAL ORDINANCE	\$ 293,583.32

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ADVANCE INSURANCE COMPANY	997	LIFE INSURANCE PREMIUM-JUNE	0	00/00/0000	290.92
				Vendor Total:	<u>290.92</u>
AFLAC-REMITTANCE PROCESS SE	528	INSURANCE PREMIUM-MAY	0	00/00/0000	1,387.27
				Vendor Total:	<u>1,387.27</u>
ARBOR INK	1723	3000 WATER PAYMENT ENVELOPES	0	00/00/0000	387.60
				Vendor Total:	<u>387.60</u>
BLUE CROSS BLUE SHIELD INSUR	0091	HEALTH INSURANCE PREMIUM-JUNE + Dental	0	00/00/0000	34,219.95
				Vendor Total:	<u>34,219.95</u>
BLUE VALLEY TRAILERS INC	2626	OIL, AIR, & FUEL FILTERS,& OIL FOR MOWERS #5003 & #5004	0	00/00/0000	271.00
				Vendor Total:	<u>271.00</u>
BOLTON & MC NISH LLC	1688	LEGAL SERVICES-APRIL	0	00/00/0000	624.75
				Vendor Total:	<u>624.75</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>
BUTLER & ASSOCIATES, P.A.	1400	WITHOLDING ORDER 2015CR000038	0	00/00/0000	155.92
				Vendor Total:	<u>155.92</u>
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	1,250.00
				Vendor Total:	<u>1,250.00</u>
CAT CANS	2872	4 PORTABLE TOILETS-MOTHER'S DAY MARKET	0	00/00/0000	559.23
				Vendor Total:	<u>559.23</u>
CENTRAL STATES LEEDS	2897	CENTRAL STATES LEEDS TRAINING LT ESCALANTE 9/17-9/22	0	00/00/0000	500.00
				Vendor Total:	<u>500.00</u>
CES GROUP P.A.	0172	ENGINEER 8TH/ELM WATERLINE PJT ADDITIONAL SERVICES-EXTENSION + Hwy 36 Manhole Project	0	00/00/0000	12,471.00
				Vendor Total:	<u>12,471.00</u>
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #674	50566	05/17/2023	58,447.71 H
				Vendor Total:	<u>58,447.71</u>
CNH CAPITAL	1783	REPLACE FUSE/BUDDY & ORDER SHOCK & SWITCH	50565	05/12/2023	482.04 H
				Vendor Total:	<u>482.04</u>
COMMERCE BANK-COMMERCIAL (2055	POOL TILES,ICMA,CLOCK,CHAIR MAT,BOOT POLISH,TRAINING,ETC	50562	05/12/2023	2,257.61 H
				Vendor Total:	<u>2,257.61</u>
CRAFCO, INC	2686	8400LBS ROADSaver CRACK SEAL	0	00/00/0000	6,720.00
				Vendor Total:	<u>6,720.00</u>
CROME LUMBER INC.	2235	SHOVEL,HAND FLOAT,CONCRETE BROOM,SAKRETE,PAINT,GUTTER,ETC	0	00/00/0000	648.83
				Vendor Total:	<u>648.83</u>
DELTA INDUSTRIAL SERVICE & SL	2747	WHITE FIRE HELMET-ALEX ROMBECK	0	00/00/0000	313.16
				Vendor Total:	<u>313.16</u>
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	17,359.57
				Vendor Total:	<u>17,359.57</u>
EHNEN'S AUTOMOTIVE	2082	BATTERY,CABLES,TERMINAL,WIRE, HYDRAULIC FITTINGS,TOGGLE,ETC	0	00/00/0000	750.27
				Vendor Total:	<u>750.27</u>

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
EVERGY	1401	ELECTRICITY KOESTER APARTMENT & RESTUARANT	0	00/00/0000	56.27
				Vendor Total:	56.27
FARMERS COOPERATIVE	2295	4 NEW TIRES FOR MOTOR GRADER #4575	0	00/00/0000	3,670.56
				Vendor Total:	3,670.56
FASTENAL	1894	SAFETY GLASSES	0	00/00/0000	75.70
				Vendor Total:	75.70
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	3,333.00
				Vendor Total:	3,333.00
FOLEY EQUIPMENT	2171	NEW GLASS & REAR FENDER #4508 ST DEPT BACKHOE	0	00/00/0000	626.81
				Vendor Total:	626.81
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	40,333.00
				Vendor Total:	40,333.00
GODFREY'S	2704	4 PAIR PANTS, 9 POLOS, PISTOL TACO,UTILITY PATCH,&EMBROIDERY	0	00/00/0000	1,004.36
				Vendor Total:	1,004.36
GT DISTRIBUTORS, INC.	2245	8 GLOCK 43X BLACK FXD 5.5LB SECONDARY WEAPONS POLICE DEPT	0	00/00/0000	2,614.00
				Vendor Total:	2,614.00
HANOVER ELECTRIC, INC	0025	HOOK UP RADIATORS AT MUSEUM & ADJUST FLOW SENSOR-SEWER PLANT	0	00/00/0000	1,507.72
				Vendor Total:	1,507.72
HARD ROCK QUARRIES, LLC	2680	237.22 TON 3/4" CRUSHED ROCK STOCK PILE	0	00/00/0000	4,507.18
				Vendor Total:	4,507.18
HAWKINS, INC	1493	AZONE,HYDROCHOLIRC ACID,CCH GRANULAR,&CYANURIC ACID	0	00/00/0000	3,629.78
				Vendor Total:	3,629.78
HOMETOWN LUMBER, INC.	987	SECURITY LIGHT,POSTS,SONA TUBE TOP RAIL,SPADE,BOLT CUTTERS,ETC	0	00/00/0000	874.75
				Vendor Total:	874.75
HONEYMAN AUTO SALES & SERVI	2694	OIL CHANGE #1501	0	00/00/0000	61.03
				Vendor Total:	61.03
HOTSY EQUIPMENT CO	1486	BREAKTHROUGH 5 GALLON,GUNJET, PLUG,&ADAPTER FOR HOTSY	0	00/00/0000	376.22
				Vendor Total:	376.22
JEREMY HENDERSON	2749	JANITORIAL SERVICE CITY HALL APRIL	0	00/00/0000	300.00
				Vendor Total:	300.00
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS	0	00/00/0000	10,670.00
				Vendor Total:	10,670.00
KANSAS JUDICIAL COUNCIL	342	PATTERN INSTRUCTIONS FOR KS CRIMINAL 4TH ON CD &SUPPLEMENT	0	00/00/0000	235.00
				Vendor Total:	235.00
KANSAS ONE-CALL SYSTEM, INC	838	49 LOCATES-APRIL	0	00/00/0000	58.80
				Vendor Total:	58.80
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-APRIL	0	00/00/0000	1,031.05
				Vendor Total:	1,031.05

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
KANSAS RURAL WATER ASSOCIA	0696	CONSUMER CONFIDENCE REPORT	0	00/00/0000	75.00
				Vendor Total:	75.00
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	3,123.26
				Vendor Total:	3,123.26
KRAMER OIL CO., INC	0035	GASOLINE & DIESEL	50561	05/12/2023	6,567.88 H
				Vendor Total:	6,567.88
STEVEN ALLEN KRAUSHAAR	0974	COURT APPOINTED SERVICES 9 CASES	0	00/00/0000	900.00
				Vendor Total:	900.00
LANDOLL COMPANY LLC	0093	METAL FOR CEMETERY SHOP PJT	0	00/00/0000	16.50
				Vendor Total:	16.50
LIFEGUARD STORE, INC	1554	1 SWIM SUIT	0	00/00/0000	46.00
				Vendor Total:	46.00
MANNECO, INC	0297	4176' WARM WHITE LED CHRISTMAS LIGHTS&ACCESSORIES-C&T PJT	0	00/00/0000	18,442.00
				Vendor Total:	18,442.00
MARSHALL CO TRANSFER STATIC	664	LANDFILL FEES-PALLETS & TRASH- OLD FIRE STATION&HEDSTROM HALL	0	00/00/0000	21.55
				Vendor Total:	21.55
MARSHALL COUNTY DEVELOPMEI	0958	REIMBURSE 8 TRAVEL GUIDE LISTINGS	0	00/00/0000	640.00
				Vendor Total:	640.00
MARYSVILLE ADVOCATE	0017	SPONSOR AD IN TOURISM EDITION C&T	0	00/00/0000	515.00
				Vendor Total:	515.00
MARYSVILLE CHAMBER & MAIN S1	0013	REIMBURSE SYSCO BILL CUTLERY FOR MOTHER'S DAY MARKET BBQ	0	00/00/0000	139.65
				Vendor Total:	139.65
MARYSVILLE FIRE DEPARTMENT	1345	FIREMENS CONTRIBUTIONS-MAY	0	00/00/0000	220.00
				Vendor Total:	220.00
MARYSVILLE READY MIX, INC	0089	28.25YD CONCRETE-WATER LEAKS, CEMETERY KIOSK,&LAKEVIEW NETS	0	00/00/0000	4,623.75
				Vendor Total:	4,623.75
MARYSVILLE ROTARY CLUB	0165	MEALS & FOUNDATION PAYMENT ST JOHN (2ND QTR 2023)	0	00/00/0000	150.00
				Vendor Total:	150.00
MIDDLE, LLC	2837	1 YEAR WEB HOSTING-2023 VISITMARYSVILLEKS.COM	0	00/00/0000	600.00
				Vendor Total:	600.00
MILEAGE & MEAL REIMBURSEMEI	2428	REIMBURSE WALMART RECEIPT FOR MOTHER'S DAY MARKET BBQ- <i>Mark Hoffman</i>	0	00/00/0000	41.58
				Vendor Total:	41.58
NEMAHA MARSHALL R E C	1044	ELECTRICITY-ST LIGHTS, WELLS, & LIFT STATION + <i>Billboard</i>	50563	05/12/2023	1,578.16 H
				Vendor Total:	1,578.16
NETWORK COMPUTER SOLUTION	2223	TECH SUPPORT-WORK STATION DISK FAILURE&CAMERA ISSUE AT PD	0	00/00/0000	125.00
				Vendor Total:	125.00
O'REILLY AUTOMOTIVE, INC	2668	IMPACT ADAPTER	50564	05/12/2023	13.99 H
				Vendor Total:	13.99
PETTY CASH FUND (GENERAL)	0063	POSTAGE MAIL WATER SAMPLES	0	00/00/0000	86.25
				Vendor Total:	86.25
PITNEY BOWES INC-SUPPLIES	2499	POSTAGE METER INK CARTRIDGE-2	0	00/00/0000	182.58
				Vendor Total:	182.58

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
PITNEY BOWES RESERVE ACCOU	2477	POSTAGE FOR METER	0	00/00/0000	1,000.00
				Vendor Total:	<u>1,000.00</u>
PONY EXPRESS VETERINARY CLII	452	EUTHANIZE/BOARD CATS/DOGS	0	00/00/0000	114.00
				Vendor Total:	<u>114.00</u>
PRAIRIE FIRE COFFEE SYSTEMS	0229	COFFEE-STREET & POLICE DEPT	0	00/00/0000	232.60
				Vendor Total:	<u>232.60</u>
PRINTING SYSTEMS, INC	0367	AP CHECKS-NEW BANK ACCOUNT	0	00/00/0000	282.82
				Vendor Total:	<u>282.82</u>
QUILL CORPORATION	0132	11X17 COPY PAPER & 2" 3 RING BINDERS	0	00/00/0000	109.95
				Vendor Total:	<u>109.95</u>
MICHAEL W. RILEY	2845	COURT APPOINTED ATTORNEY ZOE FOX 23CR13968	0	00/00/0000	200.00
				Vendor Total:	<u>200.00</u>
RUGGED DEPOT-DEPT 730088	2896	ARMREST PRINTER MOUNT X3	0	00/00/0000	923.01
				Vendor Total:	<u>923.01</u>
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	4,165.00
				Vendor Total:	<u>4,165.00</u>
TEMPS DISPOSAL SERVICE INC	0012	TRASH SERVICE-APRIL	0	00/00/0000	499.40
				Vendor Total:	<u>499.40</u>
TMHC SERVICES, INC.	1907	ALCOHOL/DRUG TESTING, ADMIN FEE	0	00/00/0000	193.60
				Vendor Total:	<u>193.60</u>
TRUCK REPAIR PLUS, INC.	1715	SERVICE & INSPECT #6605 & REPLACE STEERING BOX	0	00/00/0000	952.31
				Vendor Total:	<u>952.31</u>
ULINE	2449	144X48" METRO CONFERENCE TABLE POLICE DEPARTMENT	0	00/00/0000	1,538.74
				Vendor Total:	<u>1,538.74</u>
UNITED PEST CONTROL, INC	712	PEST CONTROL POLICE DEPARTMENT BI-MONTHLY	0	00/00/0000	80.00
				Vendor Total:	<u>80.00</u>
LLOYD VANLANINGHAM	3099	MOTHER'S DAY MARKET BBQ COOKING & CHICKENS (500)	0	00/00/0000	3,403.09
				Vendor Total:	<u>3,403.09</u>
WAGON WHEEL	1192	FLEA MARKET BBQ-POTATOES,COLE SLAW,CONTAINERS,&FOIL	0	00/00/0000	454.70
				Vendor Total:	<u>454.70</u>
WATER UTILITY RESERVE FUND	1989	TRANSFER PER BUDGET	0	00/00/0000	5,000.00
				Vendor Total:	<u>5,000.00</u>
WEIS FIRE & SAFETY EQUIP CO	1287	MOBILE RACKS FOR FIRE GEAR	0	00/00/0000	4,535.20
				Vendor Total:	<u>4,535.20</u>
				Grand Total:	<u>293,583.32</u>
				Less Credit Memos:	0.00
				Net Total:	<u>293,583.32</u>
				Less Hand Check Total:	<u>69,347.39</u>
				Outstanding Invoice Total :	<u>224,235.93</u>
	Total Invoices:	88			

City Administrator's Report

5/18/2023

5/22/2023 Council Meeting

1. 17th Street Overlay

17th Street, by the new car wash, is in need of repair. The car wash is responsible for fixing a portion of the road. I asked Hall Brothers for a quote for fixing the whole road with the car wash's portion separated. 7B Building and Development has agreed in principle to pay for their portion of the project. Hall Brothers quote is \$13,884 for the portion of the project the 7B would pay for and \$31,200 for the remaining portion of the project.

Pages: 70

2. CCLIP Design Engineering Contract - BG

Included is the contract from BG for the design work for the CCLIP project on Highway 77. The cost of this contract is \$128,200, which comes out to between 8% and 10% of the project, depending on how the construction bid turns out. 10% is a pretty standard amount for engineering services on a project like this.

Pages: 71-84



Proposal

May 8, 2023

To: City of Marysville

Re: 17th Street & New Car Wash entrance repair

ITEM	QTY		Unit Price	Amount
Car Wash Entrance	78	SY	\$ 178.00	\$ 13,884.00
2.5" Overlay of 17th St. (US-36 to Carolina)	975	SY	\$ 32.00	\$ 31,200.00
			Total	\$ 45,084.00

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. Pricing good for 30 days.

Exclusions:

Tax

Bond

Testing

Pavement Marking

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



AGREEMENT CONSULTANT-CLIENT

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and City of Marysville, KS, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

US-77 Pavement Improvements (10th Street) – Phase II
South US-77 from North Park Entrance to RR Bridge (1,300 ft. South)
Marysville, Kansas

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

2.1 **SCOPE OF SERVICES:** The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	Thaniel Monaco, P.E.
Address:	4806 Vue Du Lac Place
	Manhattan, KS 66503
Phone:	785.475.7111

2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.

2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.

2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.

2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.
- 2.2.11. **No Fiduciary Duty:** The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. CONSULTANT makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with CONSULTANT's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. The CONSULTANT shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Austin St. John, City Administrator
 Address: 209 North 8th Street
Marysville, KS 66508
 Phone: 785.562.5331

- 3.1.8. **Billing Contact:** In this section, the CLIENT will identify the billing contact and address. The CONSULTANT will submit invoices according to this contract to the CLIENT's billing contact at the address shown:

Name: Austin St. John, City Administrator
 Address: 209 North 8th Street
Marysville, KS 66508
 Phone: 785.562.5331

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of **One Hundred Twenty Eight Thousand Two Hundred and NO/Dollars (\$128,200.00)** Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as

shown in **Exhibit 1** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT

shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.

- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on failure of CLIENT to make payments or any material breach by the CLIENT.

If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT's option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven (7) days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT's services. The CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, CONSULTANT grants CLIENT a license to use instruments of CONSULTANT's professional service for the purpose of constructing, occupying, or maintaining the project. Reuse or modification of any such documents by CLIENT, without CONSULTANT's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify, defend, and hold CONSULTANT harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.

5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

5.9.1. CLIENT's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.

5.9.2. It is agreed to by the parties to this Agreement that the CONSULTANT's services in connection with the Project shall not subject CONSULTANT's employees, officers, or directors to any personal liability or legal exposure for risks associated with the Project. Therefore, the CLIENT agrees that the CLIENT's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Kansas corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

- 5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- 5.11 TITLES, SUBHEADS AND CAPITALIZATION
- 5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.
- 5.12 SEVERABILITY CLAUSE
- 5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.
- 5.13 FIELD REPRESENTATION
- 5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.
- 5.14 HAZARDOUS MATERIALS
- 5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.
- 5.15 AFFIRMATIVE ACTION
- 5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.
- 5.16 SPECIAL PROVISIONS
- 5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.


IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day
of _____, 2023.

CONSULTANT:

CLIENT:

BG Consultants, Inc.

City of Marysville, KS

By: 

Printed Name: Thaniel Monaco
Title: Vice President

By: _____
Printed Name: _____
Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

The Scope of Services described in this Exhibit is for the engineering design of Pavement Restoration Improvements to US-77 from the end of the Phase I pavement improvements (approximately at the north return of the north park entrance) approximately 1,300 feet south to the approximate north abutment of KDOT Bridge in Marysville, Kansas, hereinafter referred to as "PROJECT". The PROJECT includes a combination of complete replacement of portions of US-77 and associated utility improvements through the Kansas Department of Transportation's (KDOT) CCLIP program.

A. DESIGN PHASE SERVICES

CONSULTANT will provide the following Design Phase Services.

1. CONSULTANT will perform design of the PROJECT to prepare construction plans and project special provisions in reference to the most current edition of the following design guides and specifications:
 - a. *A Policy on Geometric Design of Highways and Streets, 6th Edition* published by AASHTO.
 - b. *Road Design Manual* published by KDOT.
 - c. *Manual on Uniform Traffic Control Devices (MUTCD)* published by the Federal Highway Admin.
 - d. *Standard Specifications for State Road and Bridge Construction, 2015 Edition* and applicable Special Provisions prepared by KDOT.
 - e. *Local Public Authority (LPA) Project Development Manual* prepared by KDOT.
2. Perform design survey of the public rights-of-way of the PROJECT location.
3. Perform engineering design of highway improvements. CONSULTANT and CLIENT anticipate the highway improvements will primarily include the following:
 - a. Horizontal and vertical alignment in general relation to existing conditions.
 - b. Typical pavement section(s) and patching details.
 - c. Storm sewer modifications.
 - d. Intersection details.
 - e. Entrance details.
 - f. Sidewalk and ADA compliant sidewalk ramp improvements.
 - g. Cross sections and earthwork balance.
4. Perform engineering design for replacement of existing sanitary sewer infrastructure primarily including the following:
 - a. Sanitary sewer main reaches between (SW-21 to SW-23 to SW-24)
 - b. Sanitary sewer main reaches between (SE-1 to SW-21 to west of construction on Jackson St. Int.)
 - c. Sanitary sewer main reaches between (SE-1A to SW-22 to SW-22A)
5. Prepare a Permanent Seeding Plan.
6. Perform traffic engineering design for permanent signing and pavement marking improvements.
7. Prepare a temporary traffic control plan.
8. Prepare construction plans on 22"x36" sheets. Construction Plans will be prepared to a Preliminary Check stage to be reviewed by CLIENT. After the Preliminary Check, CONSULTANT will incorporate CLIENT's review comments and process the following stages of plan review through the CLIENT and the KDOT: Field Check, Office Check, Final Check, PS&E, and Bidding plans.
9. Assist the CLIENT with compiling a list of known utilities in the PROJECT limits and summarizing utility adjustment coordination for CLIENT records. Provide one set of construction plans to each utility owner having facilities located within the PROJECT limits.

10. Prepare project special provisions for improvements included in the PROJECT.
11. Prepare an opinion of probable construction costs at the Preliminary Check, Field Check, Office Check and Final Check project development stages.
12. Prepare the permit application and applicable exhibits for known permits required for construction. CONSULTANT will deliver permit application(s) to CLIENT for CLIENT to submit for approval. Permit application fees will be the CLIENT's responsibility. CONSULTANT and CLIENT anticipate the following permits will be needed.
 - i. KDHE NOI Permit.
13. Applying for and obtaining a Section 404 Permit from the U.S. Army Corps of Engineers is not anticipated or included in this scope of services.
14. Environmental Assessment or Environmental Impact Statement services concerning the National Environmental Policy Act are specifically not included in this AGREEMENT. The CONSULTANT does not anticipate these services will be necessary for the PROJECT. Should the need for such services arise, the CONSULTANT can provide these services by supplemental agreement.
15. Geotechnical engineering services are not included within this scope of services. CONSULTANT will assist CLIENT in soliciting proposals for services from geotechnical engineering companies, if required. CLIENT will contract directly with a qualified geotechnical engineering firm to provide geotechnical services.

B. PUBLIC INVOLVEMENT SERVICES

CONSULTANT will provide the following Public Involvement Services.

1. CONSULTANT will attend two (2) Marysville City Council meetings to provide PROJECT updates to CLIENT.
2. CONSULTANT will attend one (1) Public Open House Meeting in Marysville.
3. All other meetings with the public and/or property owners adjacent to the PROJECT are not included in the scope of this Agreement.

C. PROPERTY ACQUISITION SERVICES – Property Acquisition Services are not included in the scope of this agreement. After the PROJECT has achieved Field Check status and the need for additional rights-of-way and/or easements is known, CONSULTANT and CLIENT may incorporate property acquisition assistance services by addendum to this AGREEMENT.

D. BID PHASE SERVICES – Bid Phase Services are not included in this Agreement.

E. CONSTRUCTION PHASE SERVICES – Construction Phase Services are not included in this Agreement. CONSULTANT and CLIENT may incorporate Construction Phase Services by addendum to this AGREEMENT at a later date, if desired.

END OF EXHIBIT 1

EXHIBIT 2
COST AND SCHEDULE

A. ENGINEERING FEE

1. CONSULTANT will provide services in Exhibit 1, Items A and B for a lump sum fee of **One Hundred Twenty Eight Thousand Two Hundred and NO/Dollars (\$128,200.00)** which includes transportation expenses in connection with the PROJECT. CLIENT will be invoiced for services in Exhibit 1, Item A and B in accordance with Section 4 of this AGREEMENT. Monthly invoicing will be based on the percentage of the scope of services performed.
2. Reimbursable expenses not included in the Engineering Fee above may include, but are not limited to, expenses such as the purchase of maps, expenses of printing and reproductions, expenses to obtain copies of deeds, plots, plats, prints, plans, or other direct costs incurred by CONSULTANT.
3. Services in Exhibit 1, Items C – E are not included in this AGREEMENT.

B. ESTIMATED PROJECT SCHEDULE

1. CONSULTANT will perform services in an effort to meet CLIENT scheduling goals. The estimated project schedule below is based on the scope of services described in Exhibit 1 and a likely KDOT bid opening date in September 2024. However, the dates shown below are approximate only and CONSULTANT reserves the right to adjust the schedule based on any reason, including, but not limited to, delays caused by CLIENT, delays caused by third parties or KDOT’s actual programmed bid opening date being modified.

Estimated Project Schedule	
<u>Task</u>	<u>Estimated Completion Date</u>
Notice to Proceed	May 2023
Topographic Survey	June 2023
Concept Design Complete (±25% design completion)	August 2023
Field Check Plans & Specifications (±50% design completion)	December 2023
Office Check Plans & Specifications (±95% design completion)	April 2024
Final Check Plans & Specifications (±99% design completion)	August 2024
Project is ready to Bid	September 2024 or Later per KDOT

END OF EXHIBIT 2

EXHIBIT 3
SPECIAL PROVISIONS

Not Used

END OF EXHIBIT 3

City Council Staff Report

Subject: Access Control Proposal
Author: Matt Simpson, Chief of Police
Department: Marysville Police
Date: 05/17/2023

Explanation of the Concern:

The Marysville Main Street location at 617 Broadway is named as a trailhead for the Blue River Trail, and frequently utilized by bikers and hikers as a public restroom in addition to downtown foot traffic. The door to Marysville Main Street is unlocked by officers on the weekends and locked by officers nightly. There have been two occasions recently that the police department self-admittedly was unable to get the door unlocked as scheduled over a weekend. On the first occasion, the on-duty officer was assisting with a suicidal subject. On the second occasion, the on-duty officer was conducting a felony investigation. Neither situation allowed the officer to break free to unlock a door which presented citizen frustration that the restroom was not available.

These situations presented an opportunity to evaluate our response and look for ways to incorporate available technology into our provided services. Incorporating technology such as the ability to lock/unlock a door increases citizen satisfaction in the availability of resources as scheduled, without neglecting law enforcement's duty to respond to individuals in crisis. As the depletion of available mental health resources continues across the Nation, and in our community, law enforcement must explore methods to eliminate some of the more mundane tasks while remaining available to respond to the ever-changing needs of the community, such as mental health response in the absence of any other entity.

Our Efforts:

The Marysville Police Department, along with City Administrator St. John discussed options with Marysville Main Street. It was our recommendation to explore methods to automate the lock at Main Street with a set time to lock/unlock that facility (example: unlock at 6:00 AM and lock at 11:00 PM daily). To accomplish this, we attempted to locate three access control vendors to provide quotes.

In doing so, this discussion led to other discussions about automating a few of our buildings at the same time and moving to an electronic key system versus a traditional metal key system.

There are numerous reasons why this is beneficial to us. First, if an employee loses an electronic key, the lock does not need to be replaced as it does now. That electronic key simply needs to be deactivated and the employee is issued a new electronic key at a cost of roughly \$5.00.

Second, access control systems can protect employees from intrusion and provide them opportunities to immediately lock down a building, or a portion of a building in the event of an emergency. Protection of our staff remains a priority of the Marysville Police Department.

Third, this assists the Marysville Police Department in progression of its international accreditation efforts by adding an additional line of security in our building and equipment. Surveillance and access control systems are strongly recommended to protect a municipalities highest liability area, the police department.

Companies Explored:

The first company we met with was INA Alert out of Ellinwood, KS. They are a server-based company and submitted a quote for \$42,001.37 to outfit Main Street, City Hall, and the Marysville Police Department. The server would be installed at the police department and VPN access would have to be connected to every other site.

The breakdown of their quote is as follows:

Server:	\$6,508.11
City Hall:	\$16,095.03
Main Street:	\$4,806.22
Police:	\$16,629.91
Evidence:	\$1,834.95

The second company we met with was Verkada. Verkada is currently doing work with USD 364 and other companies within our region. Verkada is a Cloud-based system that does not require a server to operate the system, thus eliminating the server replacement cost (\$6,500.00) in 5-7 years as a server has a traditional shelf life of 5 years.

Additionally, Verkada specializes in Cloud-based surveillance systems that link into access control systems. For example, when someone uses an electronic key at a door lock, the surveillance system will record a short video of who utilized the key for review later. They are both capable of being stand-alone systems, but function remarkably well when paired together.

Verkada submitted a quote for \$31,176.33 to outfit Main Street, City Hall, and the Marysville Police Department with access control systems for a period of 10 years with no additional fees.

The breakdown of their quote is as follows:

City Hall:	\$13,249.52
Main Street:	\$4,677.29
Police:	\$13,249.52

Last, Verkada submitted a quote for \$18,045.98 to outfit the Marysville Police Department with (5) outdoor cameras and (2) indoor cameras with Cloud-based storage for a period of 10 years with no additional fees.

This would provide complete coverage of the exterior of the Marysville Police Department, including cameras that would record a portion of US 77 Highway in front of our building, and two cameras inside of the building. The two internal cameras would cover the front lobby of the police department and the evidence room door where evidence including firearms, narcotics, and valuables are secured.

This is a much-needed upgrade in the event our evidence room was ever broken into. Not only would the alarm sound, but now we would have video to assist in the investigation.

The third company I reached out to was Access Control Systems out of Salina. I did not receive a response from them.

Recommendations:

Our recommendation is to move forward with Verkada. I am providing three options for moving forward, each of which is listed below for your review.

Option 1: Install a Verkada access control system at Marysville Main Street in the amount of \$4,677.29.

Option 2: Install a Verkada access control system at Marysville Main Street, City Hall, and the Marysville Police Department in the amount of \$31,176.33.

Option 3: Install a Verkada access control system at Marysville Main Street, City Hall, and the Marysville Police Department in the amount of \$31,176.33 and add a (7) camera surveillance system at the Marysville Police Department in the amount of \$18,045.98 for a total of \$49,222.31. There are no other fees associated with this system for 10 years.

Respectfully,
Chief Simpson

Bid For: City of Marysville
 209 N 8th Street
 Marysville, KS 66508
 State Contract Number: 49022



Technology Products and Service

PO BOX 96
 112 N Main
 Ellinwood, KS 67526

4/13/2023

Security Upgrade Overview				
Quote #	Building/Description	Project		Total
#5178-23	Server	Access Control - Server	\$	6,508.11
#5179-23	City Hall	Access Control	\$	16,095.03
#5180-23	Old Police Department	Access Control	\$	4,806.22
#5181-23	Police Department	Access Control	\$	16,629.91
#5182-23	Evidence Room	Access Control	\$	1,834.95

Quotation Prepared By:



Sales@INAalert.com

620.566.3050

Quotation and Pricing Valid for 30 Days.

Not Valid After 5/13/2023

Currency: USD

Subtotal \$ 45,874.22

State Pricing Discount \$ (3,872.85)

Sales Tax %

Total \$ 42,001.37

12 Month Payment Option \$ 4,130.13

Accept: Decline:

Notes

To accept this quotation, sign here and return:

Approved By: _____

Approval Date: _____

INA Alert, Inc.
 Representative: _____

Approval Date: _____

Bid For: City of Marysville
209 N 8th Street
Marysville, KS 66508
State Contract Number: 49022
Re: Server



PO BOX 96
112 N Main
Ellinwood, KS 67526

4/13/2023 Quote #5178-23

Access Control Hardware				
QTY	MODEL NAME	DESCRIPTION	MSRP	LINE TOTAL
100	AC-HID-FOB-ICLASS-3250PNNMN-AVG	ICLASS SE KEYFOB 2K/2, PROG ICLASS, BLACK W/BLUE HID, MATCH ICLASS	\$ 8.87	\$ 887.00
1	6U Server Cabinet	6U Wall Mount Rack Enclosure Server Cabinet with Shelves	\$ 386.92	\$ 386.92
1	Battery Backup	SMART500RT1U - 500 VA RACK/TOWER UPS 1U LINE INTERACTIVE SMART500RT1U	\$ 356.82	\$ 356.82

Storage & Software				
QTY	MODEL NAME	DESCRIPTION	MSRP	LINE TOTAL
1	AC-APP-16R-PRO-6	Access Control Manager Professional 6 – Web-Based PACS Professional Appliance for 16 Readers	\$ 2,100.00	\$ 2,100.00

Custom Line Items				
QTY	MODEL NAME	DESCRIPTION	MSRP	LINE TOTAL
1	Installation	Hardware Installation & Software Configuration	\$ 2,404.30	\$ 2,404.30
1	Miscellaneous	Misc: Connectors, Mounting Brackets, Clips, Etc	\$ 373.07	\$ 373.07

Managed Service Agreement				
	DESCRIPTION	MSRP	LINE TOTAL	
	Remote Monitoring Service at \$65 Per Month. (Optional) Please Indicate: Accept: <input type="checkbox"/> Decline: <input type="checkbox"/>	\$ 65.00	\$	65.00

Quotation Prepared By:



Sales@INAalert.com

620.566.3050

Quotation and Pricing Valid for 30 Days.

Not Valid After 5/13/2023

Project Designed By: Jerry Schepmann

To accept this quotation, sign here and return:

Approved By: _____

Approval Date: _____

INA Alert, Inc.
Representative: _____

Approval Date: _____

	Currency: USD
Subtotal	\$ 6,508.11
State Pricing Discount	\$ (559.61)
Sales Tax %	
Total	\$ 5,948.50
12 Month Payment Option	\$ 584.94
Accept: <input type="checkbox"/> Decline: <input type="checkbox"/>	

This quote is subject to the following conditions & parameters:

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- 2) Price may include an approximation of local sales tax. Actual taxes and duties may be different than the estimate referenced herein.

- 3) Price may include an approximation of shipping charges. Actual shipping charges may be different than the estimate referenced herein.
- 4) Upon acceptance of monthly payment terms, customer will be provided ACH payment sheet to be filled out and returned to INA Alert. Monthly payments will begin on the first Monday of each month following the acceptance of the quote.
- 5) Upon acceptance of this quote, the project is subject to progress billing based on equipment and service(s) delivered to the customer.
- 6) The owner accepts all responsibility for installing equipment that is quoted to be shipped directly to the facility without installation. If INA Alert technician must be scheduled to come on-site, normal billing rates will be applied.
- 7) INA Alert assumes all existing equipment is in working order. Additional costs will apply if any existing equipment needs to be replaced.
- 8) INA Alert assumes the internet and phone lines necessary for new equipment has been installed and is in functional condition. If this is not the case, additional costs and install time may apply.
- 9) 50% of proposal due upon approval, remaining balance due upon completion*. (Sales Tax added to final invoice if applicable)
- 10) *If project is extended past one month from start date, then progress beyond 50% will be billed monthly on the 20th of the month until completion. Remain balance will be due upon completion.
- 11) Quote based on State Pricing Contract Number 49022.
- 12) Indication required for managed service agreement. MSA will include remote service checks, free priority access to technical support, and MSA discounts for any replacement equipment purchases after original acceptance. If accepted, the contract will be for 12 monthly payments.
- 13) This quote includes the necessary hardware and software to install the server to operate the Avigilon Unity Access Control system. The server will be installed in an approved area in the Police Department. Training is to be provided upon completion of install.

Bid For: City of Marysville
209 N 8th Street
Marysville, KS 66508
State Contract Number: 49022
Re: City Hall



PO BOX 96
112 N Main
Ellinwood, KS 67526

4/13/2023 Quote #5179-23

Access Control Hardware				
QTY	MODEL NAME	DESCRIPTION	MSRP	LINE TOTAL
1	AC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System Supporting One AC-MER-CONT-2DR With One AC-MER-CON-MR52	\$ 693.78	\$ 693.78
1	AC-MER-CONT-LP1502	Intelligent Controller, Linux Based With 2 Doors, 8 Inputs And 4 Outputs, Expandable Up To 64 Doors	\$ 1,551.47	\$ 1,551.47
1	AC-MER-CON-MR52-S3B	HID® Mercury™ MR52-S3B Controller Serial I/O Dual Card Reader Interface, 2-Reader Interface Module	\$ 880.88	\$ 880.88
4	AC-HID-READER-SIGNO-40KNKS-T2-000000	Signo40K, Wall mount w/Keypad, 13.56mHz, OSDP/Wiegand, Pigtail, Mobile Ready, BLE	\$ 604.03	\$ 2,416.12
2	12v Battery	12V Battery for LSP Box	\$ 43.46	\$ 86.92
800	Access Control Cable	All in One Access Control Cable	\$ 1.05	\$ 840.00
4	DPOS	Door Position Sensor	\$ 9.99	\$ 39.96
1	PSEL1500 Power Supply	PSEL1500 Power Supply for Single EL3690 / EL3790 Devices comes equipped with terminal blocks for easy connection to input devices and capable of supplying power to ancillary devices such as key pads, card readers, and automatic door activation switches.	\$ 708.93	\$ 708.93
1	EL3000-1	Solenoid-Driven Electric Latch Retraction Retrofit Kit	\$ 776.25	\$ 776.25
1	HES 8000C	HES 8000C Electric Strike	\$ 181.93	\$ 181.93
2	HES 9400	Electric Locking Door Strike	\$ 348.29	\$ 696.58

Custom Line Items				
QTY	MODEL NAME	DESCRIPTION	MSRP	LINE TOTAL
1	Installation	Hardware Installation & Software Configuration	\$ 6,334.93	\$ 6,334.93
1	Miscellaneous	Misc: Connectors, Mounting Brackets, Clips, Etc	\$ 887.28	\$ 887.28

Quotation Prepared By:



Sales@INAalert.com
620.566.3050

Quotation and Pricing Valid for 30 Days.

Not Valid After **5/13/2023**

Project Designed By: **Jerry Schepmann**

To accept this quotation, sign here and return:

Approved By: _____

Approval Date: _____

INA Alert, Inc.
 Representative: _____

Approval Date: _____

This quote is subject to the following conditions & parameters:

	Currency: USD
Subtotal	\$ 16,095.03
State Pricing Discount	\$ (1,330.92)
Sales Tax %	
Total	\$ 14,764.11
12 Month Payment Option	\$ 1,451.80
Accept: <input type="checkbox"/>	Decline: <input type="checkbox"/>

- 1) This is a quote setting out the proposed price at which INA Alert is prepared to supply the products and services described herein. It is not intended to create a legally binding contract.
- 2) Price may include an approximation of local sales tax. Actual taxes and duties may be different than the estimate referenced herein.
- 3) Price may include an approximation of shipping charges. Actual shipping charges may be different than the estimate referenced herein.
- 4) Upon acceptance of monthly payment terms, customer will be provided ACH payment sheet to be filled out and returned to INA Alert. Monthly payments will begin on the first Monday of each month following the acceptance of the quote.
- 5) Upon acceptance of this quote, the project is subject to progress billing based on equipment and service(s) delivered to the customer.
- 6) The owner accepts all responsibility for installing equipment that is quoted to be shipped directly to the facility without installation. If INA Alert technician must be scheduled to come on-site, normal billing rates will be applied.
- 7) INA Alert assumes all existing equipment is in working order. Additional costs will apply if any existing equipment needs to be replaced.
- 8) INA Alert assumes the internet and phone lines necessary for new equipment has been installed and is in functional condition. If this is not the case, additional costs and install time may apply.
- 9) 50% of proposal due upon approval, remaining balance due upon completion*. (Sales Tax added to final invoice if applicable)
- 10) *If project is extended past one month from start date, then progress beyond 50% will be billed monthly on the 20th of the month until completion. Remain balance will be due upon completion.
- 11) Quote based on State Pricing Contract Number 49022.
- 12) This quote includes the necessary hardware and software to install four (4) doors onto the Avigilon Unity Access Control system. A door equipment breakdown will be provided. The required server to operate the system is included in Quote #5178-23. Training is to be provided upon completion of installation.

Customer:	City of Marysville, KS - City Hall									
<u>Door Description</u>	<u>Interior/Exerior</u>	<u>Door Hardware</u>	<u>Fire Door</u>	<u>DPOS</u>	<u>Reader In</u>	<u>Reader out</u>	<u>Reader type</u>	<u>Intercom</u>	<u>ADA</u>	
Main entrance	Exterior	EL3000-1		Y	Y	N	Signo 40 K	N	Y	
Employee entrance	Interior	HES 9400		Y	Y	N	Signo 40 K	N	N	
Back door	Exterior	HES 9400		Y	Y	N	Signo 40 K	N	N	
West employee entrance	Interior	HES 8000c		Y	Y	N	Signo 40 K	N	N	

Bid For: City of Marysville
209 N 8th Street
Marysville, KS 66508
State Contract Number: 49022
Re: Old Police Department



PO BOX 96
112 N Main
Ellinwood, KS 67526

4/13/2023 Quote #5180-23

Access Control Hardware				
QTY	MODEL NAME	DESCRIPTION	MSRP	LINE TOTAL
1	AC-LSP-2DR-MER-LCK	Two Door Mercury Dual Voltage Integrated Power System Supporting Two AC-MER-CONT-1DR Or One AC-MER-CONT-2DR Intelligent Controller, Linux Based With 1 Door, 2 Inputs And 2 Outputs, PoE+ Support, Expandable Up To 17 doors	\$ 590.40	\$ 590.40
1	AC-MER-CONT-LP1501	Signo20, Mullion, 13.56mHz, OSDP/Wiegand, Pigtail, Mobile Ready, BLE	\$ 833.78	\$ 833.78
1	AC-HID-READER-SIGNO-20NKS-T2-000000	12V Battery for LSP Box	\$ 336.87	\$ 336.87
2	12v Battery	All in One Access Control Cable	\$ 43.46	\$ 86.92
200	Access Control Cable	Door Position Sensor	\$ 1.05	\$ 210.00
1	DPOS	Storefront Door Deadlatch Tubelite Aluminum Storefront Door Deadlatch Lock Kit With Mortise Key Cylinder, Strike Plate, and Lever Handle	\$ 9.99	\$ 9.99
1	Storefront Door Deadlatch Kit	Electric Locking Door Strike	\$ 210.38	\$ 210.38
1	HES 1500C		\$ 391.49	\$ 391.49

Custom Line Items				
QTY	MODEL NAME	DESCRIPTION	MSRP	LINE TOTAL
1	Installation	Hardware Installation & Software Configuration	\$ 1,869.41	\$ 1,869.41
1	Miscellaneous	Misc: Connectors, Mounting Brackets, Clips, Etc	\$ 266.98	\$ 266.98

Quotation Prepared By:



Sales@INAAlert.com

620.566.3050

Quotation and Pricing Valid for 30 Days.

Not Valid After 5/13/2023

Project Designed By: Jerry Schepmann

To accept this quotation, sign here and return:

Approved By: _____

Approval Date: _____

INA Alert, Inc.
 Representative: _____

Approval Date: _____

	Currency: USD
Subtotal	\$ 4,806.22
State Pricing Discount	\$ (400.47)
Sales Tax %	
Total	\$ 4,405.75
12 Month Payment Option	\$ 433.23
Accept: <input type="checkbox"/>	Decline: <input type="checkbox"/>

This quote is subject to the following conditions & parameters:

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- 3) Price may include an approximation of shipping charges. Actual shipping charges may be different than the estimate referenced herein.
- 4) Upon acceptance of monthly payment terms, customer will be provided ACH payment sheet to be filled out and returned to INA Alert. Monthly payments will begin on the first Monday of each month following the acceptance of the quote.

- 5) Upon acceptance of this quote, the project is subject to progress billing based on equipment and service(s) delivered to the customer.
- 6) The owner accepts all responsibility for installing equipment that is quoted to be shipped directly to the facility without installation. If INA Alert technician must be scheduled to come on-site, normal billing rates will be applied.
- 7) INA Alert assumes all existing equipment is in working order. Additional costs will apply if any existing equipment needs to be replaced.
- 8) INA Alert assumes the internet and phone lines necessary for new equipment has been installed and is in functional condition. If this is not the case, additional costs and install time may apply.
- 9) 50% of proposal due upon approval, remaining balance due upon completion*. (Sales Tax added to final invoice if applicable)
- 10) *If project is extended past one month from start date, then progress beyond 50% will be billed monthly on the 20th of the month until completion. Remain balance will be due upon completion.
- 11) Quote based on State Pricing Contract Number 49022.
- 12) This quote includes the necessary hardware and software to install one (1) door onto the Avigilon Unity Access Control system. A door equipment breakdown will be provided. The required server to operate the system is included in Quote #5178-23. Training is to be provided upon completion of installation.

Customer:	City of Marysville, KS - Old PD									
Door Description	<u>Interior/Exerior</u>	<u>Door Hardware</u>	<u>Fire Door</u>	<u>DPOS</u>	<u>Reader In</u>	<u>Reader out</u>	<u>Reader type</u>	<u>Intercom</u>	<u>ADA</u>	
Main entrance	Exterior	HES 1500C		Y	Y	N	Signo 20n	N	N	

Bid For: City of Marysville
207 S 10th Street
Marysville, KS 66508
State Contract Number: 49022
Re: Police Department



PO BOX 96
112 N Main
Ellinwood, KS 67526

4/13/2023 Quote #5181-23

Access Control Hardware				
QTY	MODEL NAME	DESCRIPTION	MSRP	LINE TOTAL
1	AC-LSP-2DR-MER-LCK	Two Door Mercury Dual Voltage Integrated Power System Supporting Two AC-MER-CONT-1DR Or One AC-MER-CONT-2DR	\$ 590.40	\$ 590.40
1	AC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System Supporting One AC-MER-CONT-2DR With One AC-MER-CON-MR52	\$ 693.78	\$ 693.78
2	AC-MER-CONT-LP1502	Intelligent Controller, Linux Based With 2 Doors, 8 Inputs And 4 Outputs, Expandable Up To 64 Doors	\$ 1,551.47	\$ 3,102.94
1	AC-MER-CON-MR52-S3B	HID® Mercury™ MR52-S3B Controller Serial I/O Dual Card Reader Interface, 2-Reader Interface Module	\$ 880.88	\$ 880.88
4	AC-HID-READER-SIGNO-40KNKS-T2-000000	Signo40K, Wall mount w/Keypad, 13.56mHz, OSDP/Wiegand, Pigtail, Mobile Ready, BLE	\$ 604.03	\$ 2,416.12
4	12v Battery	12V Battery for LSP Box	\$ 43.46	\$ 173.84
800	Access Control Cable	All in One Access Control Cable	\$ 1.05	\$ 840.00
5	DPOS	Door Position Sensor	\$ 9.99	\$ 49.95
1	Yale 4628LN	Yale 4628LN AU Communicating/Exit Lever Set	\$ 64.11	\$ 64.11
4	HES 8000C	HES 8000C Electric Strike	\$ 181.93	\$ 727.72

Custom Line Items				
QTY	MODEL NAME	DESCRIPTION	MSRP	LINE TOTAL
1	Installation	Hardware Installation & Software Configuration	\$ 6,136.20	\$ 6,136.20
1	Miscellaneous	Misc: Connectors, Mounting Brackets, Clips, Etc	\$ 953.97	\$ 953.97

Quotation Prepared By:



Sales@INAalert.com
620.566.3050

Quotation and Pricing Valid for 30 Days.

Not Valid After **5/13/2023**

Project Designed By: **Jerry Schepmann**

To accept this quotation, sign here and return:

Approved By: _____

Approval Date: _____

INA Alert, Inc.
 Representative: _____

Approval Date: _____

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	Currency: USD
Subtotal	\$ 16,629.91
State Pricing Discount	\$ (1,430.96)
Sales Tax %	
Total	\$ 15,198.95
12 Month Payment Option	\$ 1,494.56
Accept: <input type="checkbox"/>	Decline: <input type="checkbox"/>

- 3) Price may include an approximation of shipping charges. Actual shipping charges may be different than the estimate referenced herein.
- 4) Upon acceptance of monthly payment terms, customer will be provided ACH payment sheet to be filled out and returned to INA Alert. Monthly payments will begin on the first Monday of each month following the acceptance of the quote.
- 5) Upon acceptance of this quote, the project is subject to progress billing based on equipment and service(s) delivered to the customer.
- 6) The owner accepts all responsibility for installing equipment that is quoted to be shipped directly to the facility without installation. If INA Alert technician must be scheduled to come on-site, normal billing rates will be applied.
- 7) INA Alert assumes all existing equipment is in working order. Additional costs will apply if any existing equipment needs to be replaced.
- 8) INA Alert assumes the internet and phone lines necessary for new equipment has been installed and is in functional condition. If this is not the case, additional costs and install time may apply.
- 9) 50% of proposal due upon approval, remaining balance due upon completion*. (Sales Tax added to final invoice if applicable)
- 10) *If project is extended past one month from start date, then progress beyond 50% will be billed monthly on the 20th of the month until completion. Remain balance will be due upon completion.
- 11) Quote based on State Pricing Contract Number 49022.
- 12) This quote includes the necessary hardware and software to connect to one (1) existing door and install four (4) doors onto the Avigilon Unity Access Control system. A door equipment breakdown will be provided. The required server to operate the system is included in Quote #5178-23. Training is to be provided upon completion of installation.

Customer:	City of Marysville, KS - Police Department									
<u>Door Description</u>	<u>Interior/Exerior</u>	<u>Door Hardware</u>	<u>Fire Door</u>	<u>DPOS</u>	<u>Reader In</u>	<u>Reader out</u>	<u>Reader type</u>	<u>Intercom</u>	<u>ADA</u>	
Employee entrance	Exterior	HES 8000c		Y	Y	N	Signo 40 K	N	N	
Main entrance	Exterior	HES 8000c		Y	Y	N	Signo 40 K	N	N	
Main entrance inside vest	Interior	existing mag		Y	Y	Y	existing keypads	N	N	
Back entrance inside	Interior	HES 8000c		Y	Y	N	Signo 40 K	N	N	
Back entrance ext.	Exterior	HES 8000c		Y	Y	N	Signo 40 K	N	N	

Bid For: City of Marysville
207 S 10th Street
Marysville, KS 66508
State Contract Number: 49022
Re: Police Department Evidence Room



PO BOX 96
112 N Main
Ellinwood, KS 67526

4/13/2023 Quote #5182-23

Access Control Hardware				
QTY	MODEL NAME	DESCRIPTION	MSRP	LINE TOTAL
1	AC-HID-READER-SIGNO-40KNKS-T2-000000	Signo40K, Wall mount w/Keypad, 13.56mHz, OSDP/Wiegand, Pigtail, Mobile Ready, BLE	\$ 604.03	\$ 604.03
200	Access Control Cable	All in One Access Control Cable	\$ 1.05	\$ 210.00
1	DPOS	Door Position Sensor	\$ 9.99	\$ 9.99
1	HES 8000C	HES 8000C Electric Strike	\$ 181.93	\$ 181.93

Custom Line Items				
QTY	MODEL NAME	DESCRIPTION	MSRP	LINE TOTAL
1	Installation	Hardware Installation & Software Configuration	\$ 728.40	\$ 728.40
1	Miscellaneous	Misc: Connectors, Mounting Brackets, Clips, Etc	\$ 100.60	\$ 100.60

Quotation Prepared By:



Sales@INAalert.com
620.566.3050

Quotation and Pricing Valid for 30 Days.

Project Designed By: Jerry Schepmann

Not Valid After 5/13/2023

To accept this quotation, sign here and return:

	Currency: USD
Subtotal	\$ 1,834.95
State Pricing Discount	\$ (150.89)
Sales Tax %	
Total	\$ 1,684.05
12 Month Payment Option	\$ 165.60
Accept: <input type="checkbox"/>	Decline: <input type="checkbox"/>

Approved By: _____ Approval Date: _____

INA Alert, Inc. Representative: _____ Approval Date: _____

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- 3) Price may include an approximation of shipping charges. Actual shipping charges may be different than the estimate referenced herein.
- 4) Upon acceptance of monthly payment terms, customer will be provided ACH payment sheet to be filled out and returned to INA Alert. Monthly payments will begin on the first Monday of each month following the acceptance of the quote.
- 5) Upon acceptance of this quote, the project is subject to progress billing based on equipment and service(s) delivered to the customer.
- 6) The owner accepts all responsibility for installing equipment that is quoted to be shipped directly to the facility without installation. If INA Alert technician must be scheduled to come on-site, normal billing rates will be applied.
- 7) INA Alert assumes all existing equipment is in working order. Additional costs will apply if any existing equipment needs to be replaced.

- 8) INA Alert assumes the internet and phone lines necessary for new equipment has been installed and is in functional condition. If this is not the case, additional costs and install time may apply.
- 9) 50% of proposal due upon approval, remaining balance due upon completion*. (Sales Tax added to final invoice if applicable)
- 10) *If project is extended past one month from start date, then progress beyond 50% will be billed monthly on the 20th of the month until completion. Remain balance will be due upon completion.
- 11) Quote based on State Pricing Contract Number 49022.
- 12) This quote includes the necessary hardware and software to install one (1) door onto the Avigilon Unity Access Control system. A door equipment breakdown will be provided. The required server to operate the system is included in Quote #5178-23. Training is to be provided upon completion of installation.

Customer:	City of Marysville, KS - PD evidence room									
Door Description	<u>Interior/Exterior</u>	<u>Door Hardware</u>	<u>Fire Door</u>	<u>DPOS</u>	<u>Reader In</u>	<u>Reader out</u>	<u>Reader type</u>	<u>Intercom</u>	<u>ADA</u>	
Evidence room	Interior	HES 8000c		Y	Y	N	Signo 20n	N	N	



CommLink IT

We have prepared a quote for you

Verkada

Quote # 000519
Version 1

Prepared for:

Marysville Police Department

Matt Simpson
matts@cityofmarysvilleks.com



Verkada

Description	Price	Qty	Ext. Price
CD42 Indoor Dome Camera, 256GB, 30 Days Max	\$705.18	2	\$1,410.36
CD42-E Outdoor Dome Camera, 256GB, 30 Days Max	\$846.35	4	\$3,385.40
CF81-E Outdoor Fisheye Camera, 512GB, 30 Days Max	\$1,411.06	1	\$1,411.06
AC41-HW	\$1,269.88	3	\$3,809.64
AD31 Multi-format Card Reader	\$246.35	8	\$1,970.80
10-Year Camera License	\$1,269.88	7	\$8,889.16
10-Year Door License	\$1,411.06	8	\$11,288.48

Subtotal: \$32,164.90

Services

Description	Price	Qty	Ext. Price
Verkada Camera Installation/Indoor	\$350.00	2	\$700.00
Verkada Outdoor Camera Installation	\$450.00	5	\$2,250.00
Verkada AC Install Installation/cabling of Verkada Access Control for Readers/REX/Electric Strikes	\$1,200.00	6	\$7,200.00
Verkada AC Install Installation/cabling of Verkada Access Control with new door hardware for front door at City Building and for door at the Old PD	\$1,750.00	2	\$3,500.00

Subtotal: \$13,650.00



Verkada

Prepared by:

CommLink IT

Dustin Miller
316.650.6398
dmiller@commlinkit.com

Prepared for:

Marysville Police Department

207 S 10th St
Marysville, KS 66508
Matt Simpson

matts@cityofmarysvilleks.com

Quote Information:

Quote #: 000519

Version: 1
Delivery Date: 05/05/2023
Expiration Date: 06/01/2023

Quote Summary

Description	Amount
Verkada	\$32,164.90
Services	\$13,650.00
Subtotal:	\$45,814.90
Shipping:	\$408.00
Total:	\$46,222.90

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

CommLink IT

Signature: _____
Name: Dustin Miller
Title: _____
Date: 05/05/2023

Marysville Police Department

Signature: _____
Name: Matt Simpson
Date: _____

City Council Staff Report

Subject: AED Proposal
Author: Matt Simpson, Chief of Police
Department: Marysville Police
Date: 05/17/2023

Overview:

The City of Marysville purchased AEDs for the city buildings and police vehicles in 2020-2021. These life-saving devices are paramount to our ability to respond to individuals under cardiac arrest. As such, we are seeking to expand this program by implementing (5) additional AEDs. Three of these AEDs will be utilized by the Marysville Police Department in patrol vehicles, and the other two AEDs will be utilized by the Parks and Recreation Department at the various baseball/softball fields.

Recommendations:

Our recommendation is the purchase of (5) Zoll AED Plus with pads, with included 5-year warranty, with (3) travel containers and (2) wall-mounted cases in the amount of \$10,831.30 from Coro Medical LLC.

Respectfully,
Chief Simpson

Sales Quote QUO068623



Coro Medical LLC

416 Mary Lindsay Polk Dr
Suite 505
Franklin, TN 37067

Document Date

May 9, 2023

Bill-To Address

Marysville Police Dept
Chief Simpson
207 South 10th Street
Marysville, KS 66508
USA

Ship-to Address

Marysville Police Dept
Chief Simpson
207 South 10th Street
Marysville, KS 66508
USA

Quote Expiration Date

July 8, 2023

Salesperson

Blake Barclay

Payment Terms

Net 30 days

No.	Description	Quantity	Unit	Unit Price	Line Amount
8000-004007-01	ZOLL AED Plus, Fully Auto- New	5	Each	1,495.00	7,475.00
	Includes:				
	5 Yr AED Warranty (7 Yr with Product Registration)				
	Duracell® Lithium Battery Set				
	Zoll AED Soft Carry Case				
	Zoll Data Review Software				
	Zoll AED Plus Demonstration and Set-up CD				
	Premium AED/CPR Responder® Pack				

[Home Page](http://www.AED.us)
www.AED.us

[Phone No.](tel:800.695.1209)
800.695.1209

[Email](mailto:support@coromed.us)
support@coromed.us

[Tax Registration No.](#)
82-2669986

Sales Quote QUO068623

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Physician's Prescription

8900-0800-01	ZOLL CPR-D-Padz One-Piece Electrode Pad w CPR	5	Each	0.00	0.00
AEDUS-DECAL	AED.us "AED Inside" Window decal	5	Each	0.00	0.00
AEDUS-TAG	AED.us AED Inspection Tag	5	Each	0.00	0.00
8911-003000-01	ZOLL Mobilize Rescue Systems, COMPACT. Includes SOF-T Tourniquet, QuikClot Dressing, Hyfin Chest Sea	5	Each	0.00	0.00
8000-0836-01	ZOLL AED Plus Pelican Case (Small)	3	Each	192.10	576.30
CB2-L	AED Wall Cabinet with Alarm -Large (Square)	2	Each	115.00	230.00
8900-0810-01	ZOLL Pedi-Padz II	10	Each	91.80	918.00
8900-0800-01	ZOLL CPR-D-Padz One-Piece Electrode Pad w CPR	10	Each	163.20	1,632.00
				Subtotal	10,831.30
				Total Tax	0.00
				Total \$	10,831.30

Amount Subject to Sales Tax 0.00
 Amount Exempt from Sales Tax 10,831.30