

**AGENDA**  
**REGULAR MEETING**  
**June 27, 2022**  
**7:00 p.m.**

**CALL TO ORDER**  
**PLEDGE OF ALLEGIANCE**  
**ROLL CALL**

**1. APPROVAL OF MINUTES** – Regular Meeting: June 13, 2022. Pages 02-06

**2. PUBLIC COMMENTS**

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

**3. BUSINESS AND DISCUSSION ITEMS**

- |  |             |
|--|-------------|
| 1. Extending Fireworks Hours on the weekend                      | Page 07     |
| 2. Fireworks Discharge Waiver                                    | Pages 08-10 |
| 3. Old Fashion Water Fun at City Park – Don Ballman, David Bruna | Pages 11-15 |
| 4. Black Squirrel Statue Placements                              | Pages 16-23 |
| 5. Convention & Tourism Request – Mandy Cook                     | Page 24     |

**4. NOTICES AND HEARINGS**

**5. CONSENT AGENDA**

**6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3775** Pages 25-29

**7. STAFF REPORTS**

- |   |             |
|---|-------------|
| 1. Administrator  | Page 30     |
| a. Post Office Block Building – Historical Preservation Grant | Pages 31-38 |
| b. Budget Workshop – Wednesday 6/29 at 6 pm                   |             |

**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**

- |  |             |
|--|-------------|
| 1. MOU between the City of Marysville & Board of Marshall County Commissioners | Pages 39-41 |
|--|-------------|

**11. ROUNDTABLE DISCUSSION**

**ADJOURNMENT**

Regular Meeting  
City Hall, Marysville, Kansas-June 13, 2022

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

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

The minutes from the May 23<sup>rd</sup> regular meeting were presented for approval. CM Throm moved, CM Keating seconded to approve the minutes as presented. Motion carried by 7-0 voice vote.

The minutes from the June 6<sup>th</sup> special meeting were presented for approval. CM Throm moved, CM Snellings seconded to approve the minutes as presented. Motion carried by 7-0 voice vote.

**PUBLIC COMMENTS:**

- 1. BLACK SQUIRREL BARK PARK MOWING.** Maggie Kickhaefer a member of the Black Squirrel Bark Park Committee addressed the Council concerning mowing and maintenance of the Dog Park as well as putting a water hydrant in the parking lot. It was discussed the City crews had sprayed a strip around the fence so that area would not need to be string-trimmed. The City had asked the Dog Park Committee to install a mow strip to prevent the need for trimming around the fence, but they had failed to comply. CM Throm asked if the Committee had plans to add any other equipment or structures. They discussed maybe a shade structure and benches. Council requested all equipment and structures be surrounded by concrete so there is no string trimming required. CM Frye moved to have City crews mow and spray the Dog Park. CM Goracke seconded. Motion carried 5-2. CM Throm and CM Behrens voted no. Council then discussed putting a water hydrant in the parking lot of the Dog Park. The water main is on the north side of the street so this would require digging up Jackson Street or hiring someone to bore the line. The east end of the water main is excessively deep and the depth of the line on the west end is not known. Staff will research the cost and difficulty to install a hydrant in the parking lot.

**BUSINESS AND DISCUSSION ITEMS:**

- 1. PARTNERSHIP FOR GROWTH HOUSING INCENTIVE.** Ellen Barber Director of Partnership for Growth presented proposed incentives for housing in Marshall County. The Marshall County Commissioners are starting a new program for infill lots which would begin on January 1, 2023. There would be a tax abatement for 10 years at 100% of County and City property taxes if the City opts in. This is for housing only and the appraised value may not exceed \$300,000. Some of the housing types may require zoning changes. The City will need to submit a map by early September defining the area in the city which will be included in the program. CM Keating suggested an ad hoc committee be formed and volunteered to be part of the committee. CM Snellings and CM Goracke also asked to be part of the committee.
- 2. KOESTER HOUSE MUSEUM REQUESTS.** Sharon Kessinger, Koester House Advisory Board member asked to have the air conditioner on the first floor of the Koester Museum replaced as the current unit is extremely noisy and inefficient. The upstairs unit should be checked. The Board would also like to have Darrell Rohr replace 2 screens on the east side of the house and replace the cracked windows in the east bay window. They are also requesting a water hydrant on the west

lawn. Mayor Barnes said if the air conditioner downstairs is upgraded to a 220 new wiring will need to be run and added to the breaker box. CM Keating moved, CM Snellings seconded to purchase a new air conditioner for the Koester Museum. If a 220 will fit in the window the wiring will be updated or the air conditioner will be replaced with a 110. Motion carried 7-0. City staff will have the windows repaired as this is a maintenance item. City staff will also investigate how difficult it would be to put a hydrant on the west side of the house. It was suggested that a spigot could be placed on the west side of the house as it is impossible to bore in that area and there is a new brick walkway.

3. **FINAL PLAT DIERKING ADDITION 1110 PRAIRIE LANE.** P & Z Administrator Ralph presented the final plat for the Dierking Addition at 1110 Prairie Lane. CM Throm moved to approve the easements on the Dierking Addition, CM Keating seconded. Motion carried unanimously.
4. **ECONOMIC DEVELOPMENT REIMBURSEMENT 406 LARAMIE.** BI Ralph presented an application for Economic Development for a demolition of 406 Laramie owned by Tom Sherrill. CM Throm moved to declare the property at 406 Laramie as blighted and to approve the Economic Development up to \$2,500, CM Beikman seconded. Motion carried unanimously.
5. **RESOLUTION 2022-03 PROPERTY NUISANCE AT 1406 ALSTON.** Code Enforcer Ralph presented a nuisance violation at 1406 Alston owned by Erica Creek which has not been abated in the given timeframe. CM Beikman moved, CM Throm seconded to approve Resolution 2022-03 allowing the City to abate the nuisance at 1406 Alston after 10 days and assess the costs to the property owner. Motion carried unanimously.
6. **RESOLUTION 2022-04 PROPERTY NUISANCE AT 210 ELM.** Code Enforcer Ralph presented a nuisance violation at 210 Elm owned by Nathan McLeod which has not been abated in the given timeframe. CM Throm moved, CM Beikman seconded to approve Resolution 2022-04 allowing the City to abate the nuisance at 210 Elm after 10 days and assess the costs to the property owner. Motion carried unanimously.
7. **RESOLUTION 2022-05 PROPERTY NUISANCE AT 410 CAROLINA.** Code Enforcer Ralph presented a nuisance violation at 410 Carolina owned by John Huninghake and occupied by Danny Childers which has not been abated in the given timeframe. CM Frye moved, CM Throm seconded to approve Resolution 2022-05 allowing the City to abate the nuisance at 410 Carolina after 10 days and assess the costs to the property owner. Motion carried unanimously.
8. **RESOLUTION 2022-06 PROPERTY NUISANCE AT 1005 CALHOUN.** Code Enforcer Ralph presented a nuisance violation at 1005 Calhoun owned by Natasha Stolzer which has not been abated in the given timeframe. CM Throm moved, CM Keating seconded to approve Resolution 2022-06 allowing the City to abate the nuisance at 1005 Calhoun after 10 days and assess the costs to the property owner. Motion carried unanimously.
9. **FRANK MARSHALL DRIVE BIDS.** Three bids were presented to replace Frank Marshall Drive and make improvements to the storm drainage system: Inline Construction, \$277, 404.15; Vogts-Parga Construction, \$318,863.37; AHRS, \$321,922.36. CM Throm moved, CM Beikman seconded to approve the low bid of \$318,863.37 from Inline Construction. Motion carried unanimously.
10. **18<sup>TH</sup> STREET BIDS.** Two bids were presented to replace 18<sup>th</sup> Street on the west side of Casey's: Inline Construction, \$113,754.30; AHRS Construction, \$124,927.00. CM Throm moved, CM

Behrens seconded to approve the low bid of \$113,754.30 from Inline Construction. Motion carried unanimously.

**11. SPRING STREET 17<sup>TH</sup> TO KEYSTONE GRAVEL.** Three bids were presented to replace Spring Street from the 17<sup>th</sup> Street intersection to the edge of the gravel at Keystone Road: Inline Construction, \$90,767.00; AHRS Construction, \$93,492.00; Hall Brothers, \$111,950.00. Council discussed where the east boundary of the City is and where the east side of the road would be located. CA St. John said the east boundary of the road would be where both sides of the road are annexed into the City, which is on the east side of the creek on the Good Shepherd Lutheran School property on the north. The road is wider on the east end. The road width will vary as it does now and there will be no curb and gutter. The length of the road is approximately 1 block. After Council discussion about one company receiving all the bids CM Frye moved to accept the higher bid of \$93,492.00 from AHRS to replace a portion of Spring Street from the 17<sup>th</sup> Street intersection to the east edge of the creek, CM Goracke seconded. Motion carried 4-3 with CM Throm, CM Behrens, and CM Beikman voting no.

**12. CURB AND GUTTER BIDS.** One bid was presented to replace various curb and gutter projects this year. Inline Construction bid \$44,383.50. CM Throm moved, CM Keating seconded to approve the bid from Inline Construction for \$44,383.50 to replace curb and gutter. Motion carried unanimously.

*It was noted by Council all construction projects were bid to be completed by the end of November. AHRS still has a curb and gutter project that they have not completed from 2021.*

#### **NOTICES AND HEARINGS:**

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

1. Cash balances in funds as of May 31, 2022, were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through May 2022 showed unadjusted accumulated revenues in the General Fund of \$1,436,067 or 55% of budget; Water Revenue Fund, \$340,703 or 25% of budget, Sewer Revenue Fund, \$227,486 or 21% of budget. Unadjusted statement of expenditures in the General Fund totaled \$1,299,293 or 45% of budget, Water Revenue Fund, \$340,703 or 25% of budget, and Sewer Revenue Fund, \$227,486 or 21% of budget.
2. Municipal Judge's Report for April showed \$3,989.97 being deposited with the City Treasurer and \$367.50 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

#### **APPROPRIATIONS ORDINANCE NO. 3774**

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$119,778.00; Water Revenue Fund, \$14,775.24; Sewage Revenue Fund, \$12,979.81; Library Revolving Fund, \$5,336.63; Swim Pool Sales Tax, \$12,941.20; Koester Block Maintenance, \$3,005.78; Employee Benefits, \$7,750.00; Transient Guest Tax, \$835.73; Capital Improvement Fund, \$250.00; Sales Tax Improvements, \$51.72; making a total of \$177,704.11.

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 \$177,704.11.
3. Motion to approve the appropriations ordinance carried by 7-0 roll call vote. City Clerk Holle assigned Ordinance No. 3774.

## **STAFF REPORTS:**

### **CITY ADMINISTRATOR:**

1. **ELECTRIC CHARGING STATION.** CA St. John presented bids for an electric charging station. ChargePoint, \$9,787 and SemaConnect, \$5,490. ChargePoint has 80% of the current market. CM Throm moved to purchase 1 electric charging station from ChargePoint for \$9,787 to be located on Center Street near 616 Broadway near the Pony Park. There will be an additional charge of \$2489 for a 5-year warranty. CM Snellings seconded. Motion carried unanimously.
2. **DEMOLITION OF 205 N 10<sup>TH</sup> STREET.** CA St. John stated he had received only one bid to demolish the condemned apartment building belonging the Murphy's. This building needs to be removed as soon as possible so the costs incurred can be added to the tax roll by August. CM Beikman moved, CM Keating seconded to approve the bid of \$33,500 from Inline Construction to demolish the building. Motion carried unanimously.
3. **FINANCIALS.** CA St. John updated the Governing Body on the status of General Fund, Water Revenue Fund, Sewer Revenue Fund and Sales Tax Improvement Fund. A Capital Projects report was also included.
4. **REDISTRICTING WORKSHOP.** CA St. John said the redistricting of the wards workshop will be Wednesday, June 22, 2022, at 5:15 p.m. at City Hall.
5. **BUDGET WORKSHOP.** CA St. John said the preliminary budget workshop will be Wednesday, June 29, 2022, at 6:00 p.m. at City Hall.

## **STANDING COMMITTEE REPORTS:**

### **STREET:**

1. **STORM CLEAN-UP.** Council commended the employees for all the work they are doing for the storm clean-up. They discussed the need to mulch later in the year due to the large number trees destroyed in the storm. Council thanked Don Bruna who took his bulldozer to the brush dump on Sunday and has been pushing up piles for several days to keep the traffic flowing.

### **WATER & WASTEWATER:**

1. **SEWER LIFT STATION.** The generator has been running on 3<sup>rd</sup> and Walnut to keep the lift station working to pump sewage across the river.

### **PARKS & RECREATION:**

1. **SWIMMING POOL REFUNDS.** CC Holle said the pool season passes that were purchased previously have been refunded due to the delay in opening the pool. Swim lessons will be

conducted at the Hanover pool for anyone who enrolled in Marysville and is willing to drive to Hanover. If they chose not to drive to Hanover, their fees will be refunded.

2. **POOL LEAK.** Lexington Plumbing will be here later in the week to repair the pool and conduct leak detection.
3. **DUST CONTROL AT LAKEVIEW.** CM Frye reported someone asked if the City would put dust control in the Lakeview parking lot. Currently the City does not do dust control. It was suggested the City could put sand in the parking lot to help control the dust.
4. **CONCRETE NEXT TO THE MURALS.** Some Council Members asked about the hole dug on the east side of Charlie Friedrichs' building. It has been partially filled with concrete. This was done on the City's property. CA St. John said the City stopped the construction and more discussion will be held.

**CEMETERY & AIRPORT:**

**POLICE & FIRE:**

**ADMINISTRATION & FINANCE:**

**APPOINTMENTS:**

**CITY ATTORNEY:**

**EXECUTIVE SESSION:**

**ROUND TABLE DISCUSSION:**

1. **CLEAN UP.** CM Frye and the Council thanked the citizens for the quick response to the storm and the cleanup effort.
2. **POTHOLE 10<sup>TH</sup>/JENKINS.** CM Snellings said she has had a report of a pothole at 10<sup>th</sup> and Jenkins. CC Holle told her it had been repaired.
3. **PEOPLE HINDERING THE CLEANUP.** CM Beikman stated there were lots of people driving through the cleanup areas slowing down the progress of the storm cleanup.

There being no further business, at 9:20 p.m. CM Beikman moved to adjourn, CM Frye seconded. Motion carried unanimously.

Cindy Holle  
City Clerk

# memo

## City of Marysville

To: Governing Body

From: Cindy Holle, City Clerk

Date: June 22, 2022

Re: Extend Fireworks Hours on Weekend

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When the 4<sup>th</sup> of July holiday connects to a weekend the Council has in the past extended the time to discharge fireworks on the weekend.

This is last years motion:

*CM Price moved, CM Throm seconded to extend discharge times on July 2<sup>nd</sup> and 3<sup>rd</sup> from 10:00 p.m. to midnight. Motion carried 6-2 with CM Schroller and CM Frye voting no.*

The time was extended on Friday and Saturday and Sunday was the 4<sup>th</sup>. This year the 4<sup>th</sup> is on Monday.

**Does the Council wish to extend the fireworks discharge time on the weekend?**

**APPLICATION**  
**for**  
**LEGAL Fireworks Discharge Prohibitions Waiver**

NAME STERLING P. CLARK  
(Print Name/Responsible Party for Safety and Clean-up)

ADDRESS [REDACTED] PHONE [REDACTED]

I request waiver on 7/2/2022 of the following discharge prohibitions:  
(Date of Event)

(Check those that apply):

No legal fireworks of any kind shall be discharged or ignited on any road, Street, highway, alley or other public right-of-way.

No legal fireworks of any kind shall be ignited or discharged within the City limits between 10:00 p.m. and 10:00 a.m. except July 4<sup>th</sup> until 12:00 midnight.

No legal fireworks of any kind shall be ignited or discharged prior June 27<sup>th</sup> or after July 5<sup>th</sup>.

In addition, I request (Street Closing, etc.)

I'M REQUESTING FOR THE GRAVEL ROAD TO THE NORTH OF HEDSTROM HALL BE USED FOR IGNITING FIREWORKS.

Neighbor List:

Printed Name	Signature	Address	Approval Yes/No
CITY OF MARYSVILLE			
MS. CITY SPORTS & RECREATION			

(Attach additional sheets if necessary)

Marysville Governing Body [approved / denied] your request on \_\_\_\_\_.



ATTENTION: MARYSVILLE CITY COUNCIL

I'VE BEEN ASKED TO IGNITE FIREWORKS FOR THE WEDDING OF RYAN LATTA AND BAILEE LISTER ON JULY 2<sup>ND</sup>, 2022. MY REQUEST IS TO BE ABLE TO USE THE GRAVEL DRIVEWAY TO SET UP AND TO SET OFF THE FIREWORKS. THIS KEEPS ME PLENTY OF DISTANCE AWAY FROM THE WEDDING GUESTS AS THEY WOULD WATCH FROM THE PARKING OF THE AMERICAN LEGION. ALSO THIS WOULD BE A SAFER LOCATION TO SET THE FIREWORKS OFF INSTEAD OF GRASS THAT BELONGS TO THE LEGION PROPERTY. A

THE TIME REQUESTED TO SET OFF THE FIREWORKS IS FROM 10 PM TO 10:15 PM. THIS WOULD BE PAST THE CITY ORDINANCE OF 10 PM.

MY PLAN WOULD BE TO PICK UP AND CLEAN UP THE FOLLOWING, JULY 3<sup>RD</sup>, 2022, WHEN I WOULD

HAVE DAYLIGHT. I'VE ALSO REQUESTED FROM THE FIRE DEPARTMENT TO HAVE THEIR SMALL TRUCK AVAILABLE TO SOAK ALL THE FIREWORKS DOWN TO PREVENT ANY ONE OF THEM FROM REIGNITING.

I'M ALSO REQUESTING A COUPLE TRASH BARRELS BE PLACED UP THERE LIKE WHAT IS PLACED AT DARGATZ PARK FOR THE 4TH OF JULY FESTIVITIES.

THANK YOU FOR YOUR CONSIDERATION!

IT IS GREATLY APPRECIATED ALL THAT YOU DO FOR OUR GREAT COMMUNITY,

RESPECTFULLY,

STERLING CLARK  
Sterling Clark

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

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

Requests need to be submitted by noon the Wednesday before the meeting.

Name: J Dave Buena

Address: [REDACTED]

Contact Number: [REDACTED]

Date to Appear before Council: 6-27-22

What Organization are you representing: Marysville Fire Dept

What are you requesting: Old Fashion Water Fun at City  
Park

When will the event be held if applicable: ?

Where will the event be held if applicable: Pool

















David L. Buena  
Signature

6-22-22  
Date

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

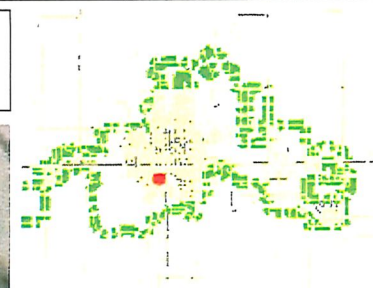
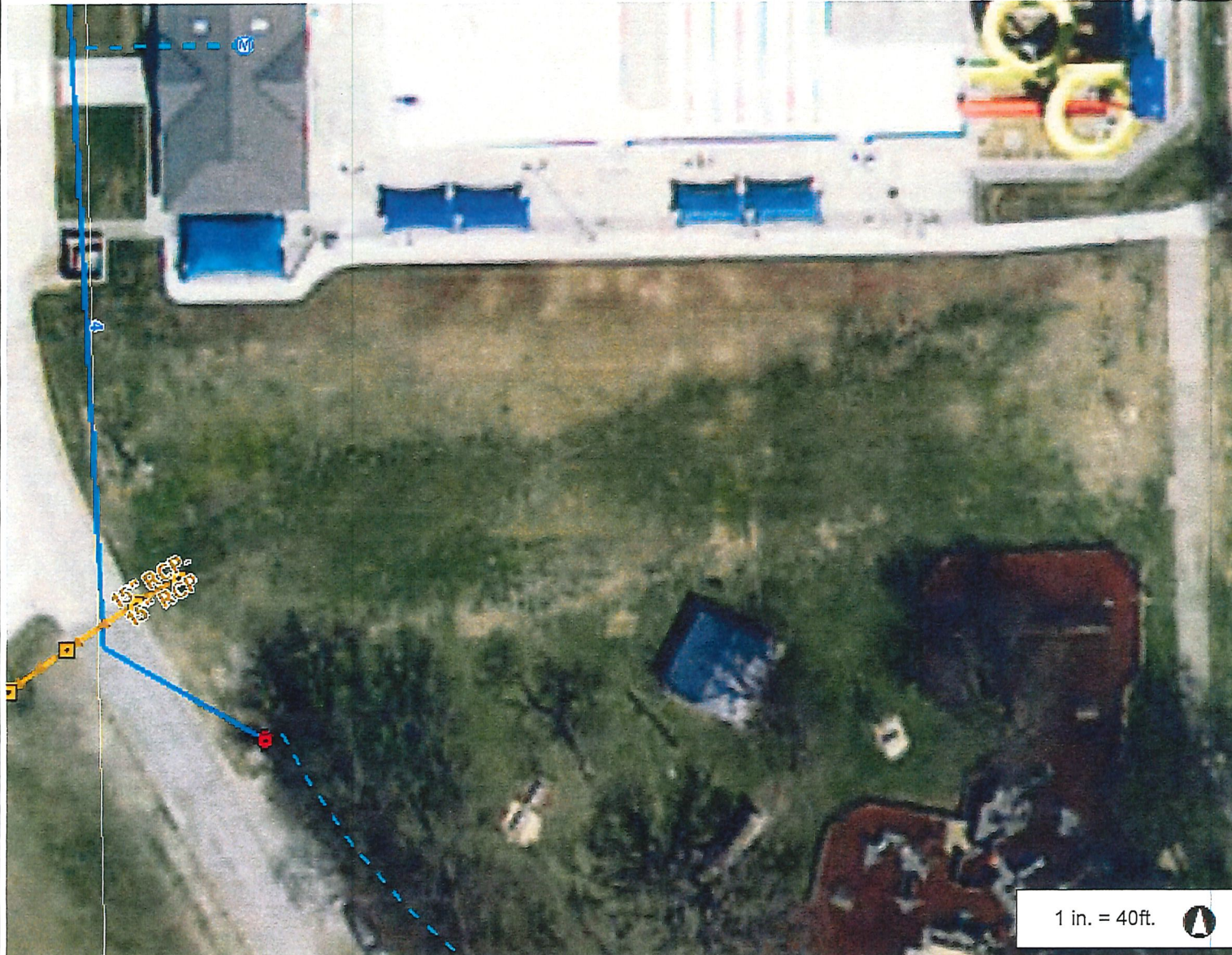
South side of pool

### Legend

-  0
-  1 1/2
-  1 1/4
-  10
-  12
-  2
-  2 1/2
-  4
-  8
-  Feature 1
-  Feature 2
-  Feature 3
-  Feature 4
-  Feature 5
-  Feature 6
-  Feature 7



# Marysville, KS



## Legend

- Inlet
- Storm Manhole
- Outfall
- Culvert Point
- Storm Gravity Main
- Open Drain
- Retention Pond
- Valves
- Hydrants
- Cleanouts
- Line Point
- Meters
- Pit
- Sprinkler POD
- Towers
- Water Treatment Plant
- Wells
- Service Lines
- Water Mains
- Parcel
- Roads

## Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Cool OFF With Marysville<sup>'s</sup> FIREMAN

I'm proposing to have a old Fashion time with the public to cool off in these hot summer times.

On the south side of the Pool is a slope. We can nail down some tarps to have a water slide.

Also we have equipment at the Fire station called water curtains. This equipment is used to slide between two houses if one is on fire to protect the other from heat and fire. We have 3 of them. When charged they will spray water in a half moon pattern about 20 to 30 feet high.

Let the kids run through them.  
Just for a couple of hours twice a week.

You will notice in the picture that there is a storm sewer drain which will catch water run off soon. Yes there will be soft grass turn into mud. What small price to pay for no POOL, Shower block Restrooms to change clothes in the Park, which is not far away. Also by the restroom is a water Hydrate to wash off.

The Fire Hydrate is located just south the storm sewer. which we will need to charge one Fire Truck.

Put up Cones around Fire Truck and Storm Sewer  
All kids must be with a Adult or guardian

You could ask some lifeguards to help watch.

We could set up a Donations box for the attraction or a boot Drop.

Also a local Club could help.

Yes we will waste water, fuel for trucks, some wages, some grass. But I think this is a small price to pay till our pool gets fix in these HOT Days.

I believe this will be some good PR for the City and Fire Dept.

Advertise in Paper, KNDY Radio, Phone City Hall

Fire Chief	Don Bullman	562-8080
	Joe Post	562-6040
	Dave Brunna	562-4341

## **BLACK SQUIRRELS ON PARADE**

### *Request to Place Squirrels on City Property*

1. Blue River EyeCare: Squirrel will be placed on the brick area in front of their building, close to the northernmost left-hand corner. The trash can will have to be moved; Dr. Olson was willing to move it if plans were not made to replace them.
2. El Ranchero: Squirrel will be placed in the grass area to the southeast of their building. The business does the mowing.
3. eMpTy Cup: Squirrel will be placed on the east side of their building on the closest brick areas on the sidewalk to the north.
4. IdntiTeez: Squirrel will be placed to one side of the front door of their building on the sidewalk under the awning.
5. Kessinger Family: Squirrel will be placed in the entryway to the east of the Koester House wall, just south of the dog statue entrance.
6. Pony Express Historic Barn and Museum: Squirrel will be placed in the green area east of the Pony Express Statue, close to the wall of the businesses. It will be put in the corner just east of the existing table.
7. The Trust Company: Squirrel will be placed in front of their new building at 916 Broadway Street. They are the west business.

Mandy Cook, a member of the Black Squirrels on Parade Committee, looked at the above placements with Austin St. John, and they did not find any problems with the proposed placements.

The balance of the sixteen squirrels to be installed on Marysville will be on private property. If they are on private property the squirrel purchasers do not own, a letter is attached. The MOUs required by the City of Marysville will be submitted soon.

Thank you.  
Mandy Cook  
Marysville Convention & Tourism Chair





Marysville

S 7th St

PEAK Construction Services

Adrian Gary  
Temporarily closed

Garden of Eden  
Gift shop

eMpTy Cup C  
Bar and Bistr

Blue River EyeCare

Wagon Wheel  
American • \$\$

701

703

707

717

721

Look Hair &  
Tanning Salo

107

Google

Blue River EyeCare



El Ranchero  
MEXICAN RESTAURANT  
785-562-5123

JB WASH

B66133

BIENVENIDOS

El Ranchero



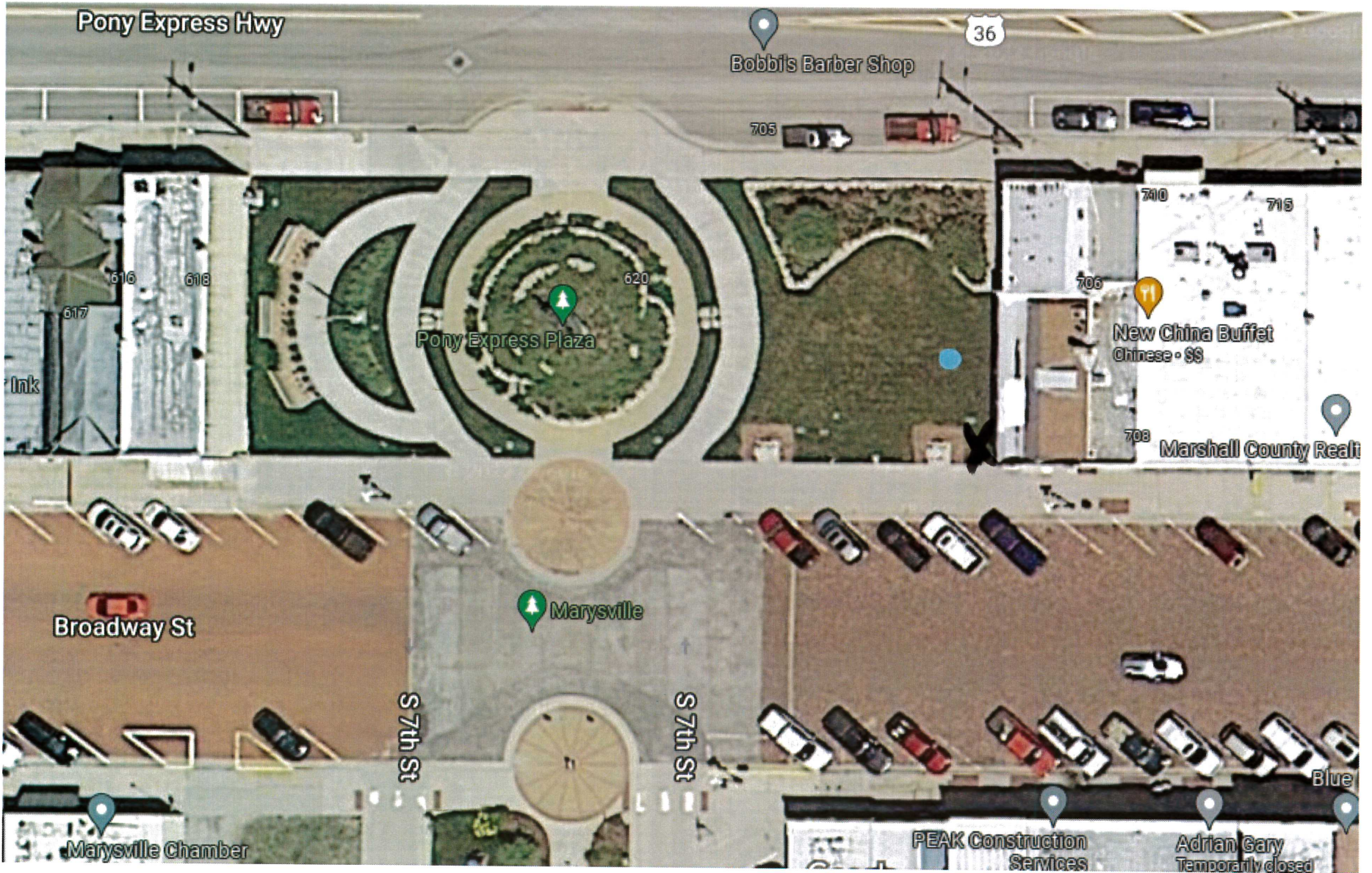
eMpTy Cup



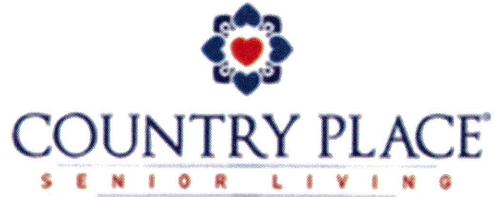
Idnti Teez



The Trust Company



Pony Express Historic Barn & Museum



May 18, 2022

Marysville Convention and Tourism

Dear Mandy,

On behalf of Country Place Senior Living of Marysville, permission is given to Mike Welch and his family to place a squirrel at our location: 1149 Country Place Drive, Marysville, KS 66508, in honor of Robert "Bob" Welch. We happily accept and are excited to move forward with this project. Please feel free to contact me if you need anything.

Sincerely,

Kristi Scheele, Director



P. 785-562-4001

C. 402-806-8760

F. 785-562-4002

[kscheele@countryplaceliving.com](mailto:kscheele@countryplaceliving.com)

[www.CountryPlaceLiving.com](http://www.CountryPlaceLiving.com)

1149 Country Place Drive

Marysville, Kansas 66508

**Convention and Tourism Committee**

Request for Funds

Date 6/22/2022

Event:

\$400/month for five hours/week for Mandy Cook to act as Interim Convention and Tourism Director.

Fund use:

The Marysville Convention & Tourism committee requests \$400/month be paid to Mandy Cook for five hours of Interim Convention & Tourism work until a permanent Director can be hired.

Date(s) of Event: July, August, and September, 2022

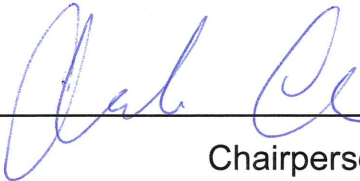
Amount of Request: \$1200

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

Sponsor(s) of Event:

Marysville Chamber & Main Street

Recommended by majority vote of Convention and Tourism Committee at June 8, 2022 meeting.

  
\_\_\_\_\_  
Chairperson or Co-chairperson



**JUNE 27, 2022 -----ORDINANCE NO. 3775**

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:

FUND		
100	GENERAL	\$ 119,086.51
200	WATER REVENUE	121,864.33
300	SEWAGE REVENUE	24,100.70
400	STREET & HIGHWAY	19,005.54
405	SEWAGE REPLACEMENT	83,635.00
512	LIBRARY REVOLVING	7,293.71
513	LIBRARY	69,832.65
514	LIBRARY EMPLOYEE BENEFIT	13,300.99
600	SWIM POOL SALES TAX	3,712.39
707	KOESTER BLOCK MAINTENANCE	1,315.22
711	EMPLOYEE BENEFIT	32,256.97
715	TRANSIENT GUEST TAX	5,655.68
800	SALES TAX IMPROVEMENT	<u>35,348.84</u>
	TOTAL ORDINANCE	\$ 536,408.53

**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
ACKERMAN LOCK & KEY	523	NEW PADLOCK/REKEYED-POOL GATE & BOLT SNAP KEY RING	0	00/00/0000	44.15
				Vendor Total:	<u>44.15</u>
ADVANCE INSURANCE COMPANY	997	LIFE INSURANCE PREMIUM-JULY	0	00/00/0000	293.94
				Vendor Total:	<u>293.94</u>
ADVANTAGE COMPUTER-JAYHAM	1949	DATA STORAGE-COURT SOFTWARE 9/11/22-9/10/23	0	00/00/0000	480.00
				Vendor Total:	<u>480.00</u>
BARDAVON	2669	POET-PRE-EMPLOYMENT TESTING JON HAGGARD	0	00/00/0000	75.00
				Vendor Total:	<u>75.00</u>
BLUE CROSS BLUE SHIELD INSUR	0091	HEALTH INSURANCE PREMIUM-JULY	0	00/00/0000	33,712.72
				Vendor Total:	<u>33,712.72</u>
BLUE VALLEY TRAILERS INC	2626	2004 TITAN STOCK TRAILER- RECYCLING 4TGG2420341030706	0	00/00/0000	3,750.00
				Vendor Total:	<u>3,750.00</u>
BOND & INTEREST ACCOUNT #1	0066	TRANSFER WATER TOWER PJT	0	00/00/0000	13,250.00
				Vendor Total:	<u>13,250.00</u>
BOND & INTEREST ACCOUNT #1A	332	TRANSFER LAGOONS	0	00/00/0000	4,115.00
				Vendor Total:	<u>4,115.00</u>
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	1,000.00
				Vendor Total:	<u>1,000.00</u>
CENTURY BUSINESS SYSTEMS	2009	SAVIN COPIER-POLICE DEPT ADDITIONAL COLOR COPIES-APRIL	0	00/00/0000	34.68
				Vendor Total:	<u>34.68</u>
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #649	48466	06/15/2022	60,978.42 H
				Vendor Total:	<u>60,978.42</u>
CITY OF HANOVER	2849	SWIMMING LESSONS AT HANOVER POOL	48470	06/15/2022	455.00 H
				Vendor Total:	<u>455.00</u>
COMMERCE BANK-COMMERCIAL (	2055	SOFTWARE,AMMO,SIGNS,DOOR CHIME POSTAGE,TRAINING,MEALS,GAS,ETC	48475	06/16/2022	2,319.90 H
				Vendor Total:	<u>2,319.90</u>
CONVENTION & TOURISM	0680	REIMBURSE MUSEUM DAY ADS C&T GRANT to Pony Barn + museum	0	00/00/0000	49.00
				Vendor Total:	<u>49.00</u>
DATAPILOT, INC	2851	RENEW DP DESKTOP SOFTWARE 1YR POLICE EVIDENCE DOWNLOAD SFTWR	0	00/00/0000	1,995.00
				Vendor Total:	<u>1,995.00</u>
DELTA INDUSTRIAL SERVICE & SL	2747	FIRE HOSE ATTACK LINE 50' (6)	0	00/00/0000	1,667.50
				Vendor Total:	<u>1,667.50</u>
ECHO GROUP, INC	1629	ELECTRICAL CORD FOR DOWNTOWN-BANDS	0	00/00/0000	293.08
				Vendor Total:	<u>293.08</u>
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE PR #649	0	00/00/0000	18,744.42
				Vendor Total:	<u>18,744.42</u>
EVANGELICAL U.C.C.	1619	RECYCLING OPERATION JUNE	0	00/00/0000	150.00
				Vendor Total:	<u>150.00</u>
EVERGY	1401	ELECTRICITY KOESTER APARTMENT 909 1/2 BROADWAY 5/11/-6/10/22	0	00/00/0000	150.20
				Vendor Total:	<u>150.20</u>
FASTENAL	1894	STAINLESS BOLTS FOR SLIDES AT POOL	0	00/00/0000	936.08
				Vendor Total:	<u>936.08</u>

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	3,000.00
				Vendor Total:	3,000.00
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	37,496.00
				Vendor Total:	37,496.00
HACH COMPANY	0324	REAGENT SET CHLORINE FREE CL17 (3)	0	00/00/0000	250.71
				Vendor Total:	250.71
HOMETOWN LUMBER, INC.	987	CABLE,CLIPS,WSHRS-LV FOUL BALL NETS,BITS,SCREWS,&FILTER	0	00/00/0000	1,404.97
				Vendor Total:	1,404.97
INLINE CONSTRUCTION	2321	STORM SEWER REPAIR CAROLINA ST 6TH-7TH ST APPROVED 4/25/22	0	00/00/0000	83,635.00
				Vendor Total:	83,635.00
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS + optional Group Life	0	00/00/0000	10,645.50
				Vendor Total:	10,645.50
KANSAS DEPT OF HEALTH & ENVI	689	ANNUAL WASTEWATER PERMIT FEES (BARGMAN, GROSS, & OLLER)	0	00/00/0000	185.00
				Vendor Total:	185.00
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER MS21DM000017	0	00/00/0000	875.55
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER MS16DM000002	48467	06/15/2022	875.55 H
				Vendor Total:	1,751.10
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE-MAY	48473	06/16/2022	1,342.89 H
				Vendor Total:	1,342.89
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	3,123.12
				Vendor Total:	3,123.12
KNDY	1873	ADS-MOTHER'S DAY MARKET	0	00/00/0000	176.40
				Vendor Total:	176.40
KRAMER OIL CO., INC	0035	GASOLINE & DIESEL	48472	06/16/2022	8,936.28 H
				Vendor Total:	8,936.28
LIBRARY TREAS-CITY OF MARYSV	0095	TAX DISTRIBUTION PER BUDGET	0	00/00/0000	83,133.64
				Vendor Total:	83,133.64
MARSHALL COUNTY SPORTS & RE	3303	RECREATION SERVICES 3RD QTR	0	00/00/0000	17,000.00
				Vendor Total:	17,000.00
MARYSVILLE ADVOCATE	0017	PONY UP AD&THANK YOU,POOL AD,& SPONSOR MEMORIAL DAY AD + Flea market Ad	0	00/00/0000	860.00
				Vendor Total:	860.00
MARYSVILLE CHAMBER & MAIN ST	0013	DONATION-ADVERTISING FOR BIG BLUE BBQ	0	00/00/0000	2,500.00
				Vendor Total:	2,500.00
MARYSVILLE COMMUNITY	2850	RETURN DONATION FOR BLACK SQUIRREL CELEBRATION	48471	06/15/2022	3,000.00 H
				Vendor Total:	3,000.00
MARYSVILLE FIRE DEPARTMENT	1345	FIREMENS CONTRIBUTIONS-MAY	0	00/00/0000	440.00
				Vendor Total:	440.00
MILEAGE & MEAL REIMBURSEME	2428	REIMBURSE HOTEL LEAGUE MEETING AUSTIN ST. JOHN	0	00/00/0000	146.49
				Vendor Total:	146.49
MUNICIPAL SUPPLY, INC	579	(79) 3/4 & (200) 5/8 NEPTUNE WATER METERS-YEAR 4 OF 5, 12" Gaskets, Flanges, + Copper Setter	0	00/00/0000	81,009.13
				Vendor Total:	81,009.13
MUSTANG STRONG HEALTH&FITN	2821	EMPLOYEE MEMBERSHIPS	0	00/00/0000	132.00

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>132.00</u>
NBS INSURANCE AGENCY, INC	2682	FIRE DEPT DISABILITY INSURANCE 6/1/22-6/1/23	0	00/00/0000	2,989.00
				Vendor Total:	<u>2,989.00</u>
NEBRASKA CHILD SUPPORT PAYM	1399	WITHOLDING ORDER AR2EQ4LJX2CMK	0	00/00/0000	227.08
NEBRASKA CHILD SUPPORT PAYM	1399	WITHOLDING ORDER AR2EQ4LJX2CMK	48468	06/15/2022	227.08 H
				Vendor Total:	<u>454.16</u>
NEMAHA MARSHALL R E C	1044	ELECTRICITY-ST LIGHTS,WELLS, & LIFT STATIONS	48474	06/16/2022	1,938.00 H
				Vendor Total:	<u>1,938.00</u>
NETWORK COMPUTER SOLUTION	2223	ARUBA INSTANT ON SWITCH-PD SERVER & PRINTER ISSUES-CHALL	0	00/00/0000	776.29
				Vendor Total:	<u>776.29</u>
NETWORKS PLUS	2736	MONTHLY REMOTE MONITORING & MANAGEMENT & MANAGE FIREWALL	0	00/00/0000	495.50
				Vendor Total:	<u>495.50</u>
KENDALL J. PEEKS	2826	MOWING LEVEE-2ND PAYMENT 2022 FLOOD CONTROL	0	00/00/0000	3,500.00
				Vendor Total:	<u>3,500.00</u>
PRAIRIE FIRE COFFEE SYSTEMS	0229	COFFEE-STREET & POLICE DEPT	0	00/00/0000	175.70
				Vendor Total:	<u>175.70</u>
PROFIRST TRAINING & CONSULTI	2852	BACKGROUND INVESTIGATION TRAINING-SIMPSON	0	00/00/0000	495.00
				Vendor Total:	<u>495.00</u>
MICHAEL W. RILEY	2845	COURT APPOINTED ATTORNEY-CORA LAMB 21CR13947	0	00/00/0000	128.00
				Vendor Total:	<u>128.00</u>
SCULLY PARTNERS, L.P.	813	WATERWELL OPERATIONS 2022	0	00/00/0000	742.00
				Vendor Total:	<u>742.00</u>
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	8,333.00
				Vendor Total:	<u>8,333.00</u>
SIMPLOT GROWER SOLUTIONS	2770	LEVEE CHEMICALS-ENVY SIX MAX & STALWART	0	00/00/0000	685.00
				Vendor Total:	<u>685.00</u>
SMALL ENGINE WAREHOUSE	2732	TRIMMER HEADS, LINE, & AIR FILTERS	0	00/00/0000	295.87
				Vendor Total:	<u>295.87</u>
SWIMMING POOL REIMBURSEMENT	2494	REIMBURSE SWIM LESSONS X 25	0	00/00/0000	500.00
				Vendor Total:	<u>500.00</u>
TMHC SERVICES, INC.	1907	ALCOHOL/DRUG TESTING, ADMIN FEE-PREEMPLOYMENT HAGGARD	0	00/00/0000	174.00
				Vendor Total:	<u>174.00</u>
ULINE	2449	8 GEAR LOCKERS W/ DOOR-POLICE DEPT BATHROOM REMODEL	0	00/00/0000	5,394.15
				Vendor Total:	<u>5,394.15</u>
UNITED PEST CONTROL, INC	712	ANNUAL TERMITE INSPECTION-ART CENTER 6/26/22 TO 6/26/23	0	00/00/0000	265.00
				Vendor Total:	<u>265.00</u>
VANCE BROTHERS	2127	5,953 GALLONS ROAD OIL-CHIP & SEAL	0	00/00/0000	19,005.54
				Vendor Total:	<u>19,005.54</u>

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
VANTAGEPOINT TRANSFER AGEN	921	ICMA RETIREMENT CONTRIBUTION APRIL & MAY	0	00/00/0000	<b>400.00</b>
				Vendor Total:	<u>400.00</u>
WATER UTILITY RESERVE FUND	1989	TRANSFER PER BUDGET	0	00/00/0000	<b>5,000.00</b>
				Vendor Total:	<u>5,000.00</u>
				Grand Total:	<b>536,408.53</b>
				Less Credit Memos:	<b>0.00</b>
				Net Total:	<u>536,408.53</u>
				Less Hand Check Total:	<b>80,073.12</b>
				Outstanding Invoice Total :	<u>456,335.41</u>
	<b>Total Invoices:</b>	<b>95</b>			

# **City Administrator's Report**

6/23/2022

**6/27/2022 Council Meeting**

## **1. Post Office Block Building– Historical Preservation Grant**

Included are two contracts and quotes for work that has been scheduled on the buildings at the Koester Block. The plan is to replace the roof membrane and repair the bay windows on the east side of the building, that over looks the Koester House and Gardens. We have a grant that is going to pay for 80% of this project.

**Pages: 31-38**

## **2. Budget Workshop – Wednesday 6/29 at 6 pm**

**CONTRACT FOR WORK ON STATE/NATIONAL  
REGISTER OF HISTORIC PLACES**

THIS AGREEMENT made and entered into on the date last written below, by and between the City of Marysville, Kansas, a Kansas municipality, hereinafter “City”), and JC Commercial Roofing, an independent contractor (hereinafter “Contractor”);

WHEREAS, the City desires to retain the services of Contractor for work on property that is listed on the State/National Register of Historic Places, and Contractor desires to render services to the City, upon the terms and conditions hereinafter stated, including, in compliance with the Secretary of Interior’s Standards for the Treatment of Historic Properties:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do hereby promise and agree as follows:

**SECTION 1 – SCOPE OF DUTIES TO BE PROVIDED**

- 1.1 **Term.** City agrees to hire Contractor, at will, for a term commencing on the date of execution of this agreement continuing until terminated or until work is completed in accordance with Section 3 of this agreement. All services to be performed must be completed in a timely manner after the job site has been prepared for the contractor.
  
- 1.2 **Duties.** Contractor agrees to render all work, labor, and equipment to complete project as set forth in the bid specifications. The bid specifications are incorporated into and made a part of the agreement. Contractor agrees to devote all necessary time and attention (reasonable periods of illness excepted) to the performance of the work in accordance with the historic preservation standards for the Koester House and other Historic properties. Contractor further agrees that in all aspects of such work. Contractor shall comply with the policies, standards, regulations of the City from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of his ability, and in the best interest of the City. Storage and handling of all materials must be in a manner which prevents additional loss, deterioration, and damage; storage shall be allowed in areas designated by the City.
  
- 1.3 **Scope of work.** The contractor proposes to furnish labor, materials, tools, etc. necessary to perform and complete the removal and replacement of the roofing material with TPO (60 millimeters) membrane of the Post Office Block Building. This includes, removing and replacing roofing material on the main roof, as well as the deck roof and the top of the bay windows on the west side of the Post Office Block Building. The installation of the “termination bar” will be into the mortar joint of the adjoining building, as requesting by the Kansas Historical Society.

## **SECTION 2-COMPENSATION**

- 2.1 **Compensation.** In consideration of all services and work to be rendered by Contractor to the City, the City shall pay to said Contractor the sum of \$16,800. The City shall retain \$1,680 or 10% until completion of the project. Accordingly, the Contractor will be paid in the following installments:

*Progress payments will be made upon completion and approval of each bid item in accordance with the bid form.*

Compensation on the basis of a “cost plus percentage” and/or “percentage of construction costs” is not permitted.

- 2.2 **Withholding: Other Benefits.** Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The City shall not provide Contractor with any coverage or participation in the City’s accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

## **SECTION 3 – COMMENCEMENT DATE AND TERMINATION**

- 3.1 **Contract Duration.** The contract term is for a period ending December 31, 2022. *It is understood that work commenced prior to the execution of this contract and no payment will be made to the contractor until the bid forms and this contract have been signed, accepted and approved.*
- 3.2 **Termination.** This Agreement may be terminated by the City immediately, for cause, if the work performed under this agreement is not to the satisfaction of the City. This Agreement also may be terminated at any time upon the mutual written agreement of the City and Contractor.

## **SECTION 4 – INDEPENDENT CONTRACTOR STATUS**

- 4.1 **No Employee Relationship.** Contractor acknowledges that he is an independent contractor and is not an agent, partner, joint venture nor employee of the City. Contractor shall have no authority to bind or otherwise obligate the City in any manner nor shall Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event the City suffers any loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless the City from any such loss or damage.



- 4.2 **Assignment.** The Contractor shall not assign any of the rights under this agreement or delegate the performance of any of the duties hereunder, without the prior written consent to the City.

## **SECTION 5 – REPRESENTATIONS AND WARRANTIES OF CONTRACTOR**

- 5.1 Contractor represents and warrants to the City that there is no employment contract or other contractual obligation to which Contractor is subject, which prevents Contractor from entering into this Agreement or from performing fully Contractor’s duties under this Agreement.
- 5.2 Contractor represents that Contractor has, or will have, the necessary licenses to provide such work to the City. In addition, Contractor represents that the Contractor has the machinery, equipment, and labor available to perform the work required under this agreement and that the Contractor is under no legal or physical disability that would prevent or prohibit the performance of the services required under this agreement. Contractor shall not permit or cause to be filed any liens or other assessments on the property belonging to the City.
- 5.3 Contractor warrants that all work performed pursuant to this Agreement shall be performed or completed by employees or subcontractors that are legally able to perform such work according to the applicable federal or state law. Contractors shall indemnify, defend and hold harmless the City from any and all damages, losses, claims, demands, actions, causes of action, costs or penalties, expenses, liabilities, obligations of any kind whatsoever including but not limited to attorney fees arising out of, related to, or connected with the provision of work by its employees or subcontractors.

## **SECTION 6 – INSURANCE**

- 6.1 **Workers Compensation and City’s Liability.** Contractor agrees that worker’s compensation and other insurance for Contractor and its employees and agents is solely the responsibility of the Contractor. Contractor shall provide certificates of insurance when requested or required by bid specifications.

The City shall not provide worker’s compensation or any other insurance coverage for the Contractor. Contractor agrees to hold harmless and indemnify the City for any and all claims or demands arising out of any injury, disability, or death of any of Contractor’s employees or agents.

**SECTION 7 – MISCELLANEOUS PROVISIONS**

- 7.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Contractor or City an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or City.
- 7.2 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 7.3 Any changes in terms of the scope of the work or compensation must be agreed to in writing.
- 7.4 This project is partially supported by a Heritage Trust Fund Grant from the Kansas State Historical Society.

WITNESS OUR SIGNATURES, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF MARYSVILLE, KANSAS.**

By:

\_\_\_\_\_  
Jason Barnes, Mayor

Attest:

\_\_\_\_\_  
Lucinda Holle, City Clerk

**CONTRACTOR:**

By:

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACT FOR WORK ON STATE/NATIONAL  
REGISTER OF HISTORIC PLACES**

THIS AGREEMENT made and entered into on the date last written below, by and between the City of Marysville, Kansas, a Kansas municipality, hereinafter “City”), and Darrell Rohr d/b/a Rohr the Handyman, an independent contractor (hereinafter “Contractor”);

WHEREAS, the City desires to retain the services of Contractor for work on property that is listed on the State/National Register of Historic Places, and Contractor desires to render services to the City, upon the terms and conditions hereinafter stated, including, in compliance with the Secretary of Interior’s Standards for the Treatment of Historic Properties:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do hereby promise and agree as follows:

**SECTION 1 – SCOPE OF DUTIES TO BE PROVIDED**

- 1.1 **Term.** City agrees to hire Contractor, at will, for a term commencing on the date of execution of this agreement continuing until terminated or until work is completed in accordance with Section 3 of this agreement. All services to be performed must be completed in a timely manner after the job site has been prepared for the contractor.
  
- 1.2 **Duties.** Contractor agrees to render all work, labor, and equipment to complete project as set forth in the bid specifications. The bid specifications are incorporated into and made a part of the agreement. Contractor agrees to devote all necessary time and attention (reasonable periods of illness excepted) to the performance of the work in accordance with the historic preservation standards for the Koester House and other Historic properties. Contractor further agrees that in all aspects of such work. Contractor shall comply with the policies, standards, regulations of the City from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of his ability, and in the best interest of the City. Storage and handling of all materials must be in a manner which prevents additional loss, deterioration, and damage; storage shall be allowed in areas designated by the City.
  
- 1.3 **Scope of work.** The contractor proposes to furnish labor, materials, tools, etc. necessary to perform and complete the repair of damaged woodwork on three bay window on the west side of the Post Office Block Building. This includes, replacing damaged wood, scraping, priming and painting on the entirety of the three bay windows.

## **SECTION 2-COMPENSATION**

- 2.1 **Compensation.** In consideration of all services and work to be rendered by Contractor to the City, the City shall pay to said Contractor the sum of \$21,900. The City shall retain \$2,190 or 10% until completion of the project. Accordingly, the Contractor will be paid in the following installments:

*Progress payments will be made upon completion and approval of each bid item in accordance with the bid form.*

Compensation on the basis of a “cost plus percentage” and/or “percentage of construction costs” is not permitted.

- 2.2 **Withholding: Other Benefits.** Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The City shall not provide Contractor with any coverage or participation in the City’s accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

## **SECTION 3 – COMMENCEMENT DATE AND TERMINATION**

- 3.1 **Contract Duration.** The contract term is for a period ending December 31, 2022. *It is understood that work commenced prior to the execution of this contract and no payment will be made to the contractor until the bid forms and this contract have been signed, accepted and approved.*
- 3.2 **Termination.** This Agreement may be terminated by the City immediately, for cause, if the work performed under this agreement is not to the satisfaction of the City. This Agreement also may be terminated at any time upon the mutual written agreement of the City and Contractor.

## **SECTION 4 – INDEPENDENT CONTRACTOR STATUS**

- 4.1 **No Employee Relationship.** Contractor acknowledges that he is an independent contractor and is not an agent, partner, joint venture nor employee of the City. Contractor shall have no authority to bind or otherwise obligate the City in any manner nor shall Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event the City suffers any loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless the City from any such loss or damage.

- 4.2 **Assignment.** The Contractor shall not assign any of the rights under this agreement or delegate the performance of any of the duties hereunder, without the prior written consent to the City.

## **SECTION 5 – REPRESENTATIONS AND WARRANTIES OF CONTRACTOR**

- 5.1 Contractor represents and warrants to the City that there is no employment contract or other contractual obligation to which Contractor is subject, which prevents Contractor from entering into this Agreement or from performing fully Contractor’s duties under this Agreement.
- 5.2 Contractor represents that Contractor has, or will have, the necessary licenses to provide such work to the City. In addition, Contractor represents that the Contractor has the machinery, equipment, and labor available to perform the work required under this agreement and that the Contractor is under no legal or physical disability that would prevent or prohibit the performance of the services required under this agreement. Contractor shall not permit or cause to be filed any liens or other assessments on the property belonging to the City.
- 5.3 Contractor warrants that all work performed pursuant to this Agreement shall be performed or completed by employees or subcontractors that are legally able to perform such work according to the applicable federal or state law. Contractors shall indemnify, defend and hold harmless the City from any and all damages, losses, claims, demands, actions, causes of action, costs or penalties, expenses, liabilities, obligations of any kind whatsoever including but not limited to attorney fees arising out of, related to, or connected with the provision of work by its employees or subcontractors.

## **SECTION 6 – INSURANCE**

- 6.1 **Workers Compensation and City’s Liability.** Contractor agrees that worker’s compensation and other insurance for Contractor and its employees and agents is solely the responsibility of the Contractor. Contractor shall provide certificates of insurance when requested or required by bid specifications.

The City shall not provide worker’s compensation or any other insurance coverage for the Contractor. Contractor agrees to hold harmless and indemnify the City for any and all claims or demands arising out of any injury, disability, or death of any of Contractor’s employees or agents.

**SECTION 7 – MISCELLANEOUS PROVISIONS**

- 7.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Contractor or City an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or City.
- 7.2 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 7.3 Any changes in terms of the scope of the work or compensation must be agreed to in writing.
- 7.4 This project is partially supported by a Heritage Trust Fund Grant from the Kansas State Historical Society.

WITNESS OUR SIGNATURES, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF MARYSVILLE, KANSAS.**

By:

\_\_\_\_\_  
Jason Barnes, Mayor

Attest:

\_\_\_\_\_  
Lucinda Holle, City Clerk

**CONTRACTOR:**

By:

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **MEMORANDUM OF UNDERSTANDING**

Between

**The City of Marysville, Kansas**

And

**The Board of County Commissioners of Marshall County, Kansas**

This Memorandum of Understanding, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Marysville, Kansas, a Kansas municipality, hereinafter referred to as “City,” and the Board of County Commissioners of Marshall County, Kansas, a county governmental entity, hereinafter referred to as “County,” agree as follows:

WITNESSETH:

Whereas, K.S.A. 12-2908 allows public entities to enter into interlocal-type agreements to perform governmental functions.

Whereas, K.S.A. 79-2801 allows the Board of County Commissioners to utilize the services of a municipality to facilitate the judicial foreclosure of real estate on which there are unredeemed delinquent taxes;

Whereas, the City of Marysville condemned the apartment building located at 205 N. 10<sup>th</sup> Street, Marysville, Kansas, as unsafe, and the resolution condemning the structures/facilities was published and served upon the owners, Julie Murphy and Sean M. Murphy; said real estate being described as:

The North 76 feet of Lots 11 and 12, in Block 105, in the original Town of Palmetto, now incorporated and a part of the City of Marysville, Marshall County, Kansas;

Except and subject to: easements, restrictions and rights-of-way, both of record and visible.

Whereas, the owners have taken no action to remove the structures/facilities within the time allotted by the resolution; and that no appeal by the owners from the resolution has been taken to the Marshall County District Court;

Whereas, the owners are delinquent on the payment of property taxes for the year 2017, 2018, 2019, 2020 and 2021 and that as of May 23, 2022, the amount of delinquent taxes, including accumulated interest, is the sum of \$13,649.14.

Whereas, the cost to condemn and demolish the structure and make the premises safe is estimated at the cost of Fifty Thousand Dollars (\$50,000.00) and that the City intends to recover its costs through a special assessment against the real estate; and

Whereas, the City of Marysville has obtained a pledge from third-party to bid the sum of \$50,000.00 to purchase the subject property at a judicial tax foreclosure sale should the City of Marysville be allowed to proceed with a tax sale on the subject property;

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Memorandum of Understanding: The purpose of the Memorandum of Understanding is to facilitate the collection of real estate taxes and special assessments on the real estate described above.
2. Appointment of Special County Counselor. The Board of County Commissioners agree to appointed the Marysville City Attorney as the Special County Counselor for the limited purpose of filing a judicial tax foreclosure on the above-described real estate for the collection of delinquent taxes, including special assessments. The approval of this Memorandum of Understanding shall be documented in the minutes of the Board of County Commissioners and if necessary, shall be reflected in a county resolution for publication. All other county officers shall perform the duties prescribed by law relating to the sale of such property in the same manner as if such sale had been initiated by the Board of County Commissioners. It is agreed and understood that no costs, fees or expenses shall be paid for, incurred or absorbed by the County with respect to any undertaking contemplated by this Agreement. Further, the City agrees to indemnify and hold the County harmless for any and all costs, fees and expenses that may be incurred as a result of the actions undertaken by this agreement, including any claim of the owners of the real estate or any third party.
3. Responsibility of City of Marysville: The City of Marysville shall:
  - a. Conduct such tax foreclosure in accordance with the requirements of Kansas law;
  - b. Pay all of the costs, including abstractor costs, attorney fees, publication fees and court costs in such tax foreclosure (such costs shall be considered costs incident to the sale of the real estate and the City may be reimbursed therefor from the proceeds of the sale of the above-described tract of real estate;
  - c. Provide appropriate supervision of tax foreclosure proceedings; and,
  - d. Publish a resolution, if necessary, to effectuate the assignment of duties as provided herein.
4. Administration of Agreement: The costs incurred by the City of Marysville shall be considered costs incident to the sale of the real estate and the City may be reimbursed



therefor from the proceeds of the sale of the above-described tract of real estate. Both City, Board of County Commissioners, and their respective employees agree to cooperate in good faith in fulfilling the terms of this Memorandum of Understanding. Any unforeseen issues or questions, to the extent possible, shall be resolved between the city administrator and chairman of the Board of County Commissioners or their designee.

5. Any amendment to this Memorandum of Understanding must be in writing executed by the appropriate official of each party.
6. The parties understand and agree this Memorandum of Understanding does not require approval by the Kansas Attorney General before it is effective.

NOW THEREFORE, this Memorandum of Understanding having been authorized by each party's governing body, the City of Marysville and the Board of County Commissioners of Marshall County, Kansas, do hereby execute the Memorandum of Understanding on the date set forth in the first paragraph.

**City of Marysville**

\_\_\_\_\_  
By: Mayor

\_\_\_\_\_  
Attest:  
City Clerk

**Board of County Commissioners of Marshall County, Kansas**

\_\_\_\_\_  
By: Board Chairman

\_\_\_\_\_  
Attest:  
County Clerk