

AGENDA
REGULAR MEETING
July 24, 2023
7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

- 1. APPROVAL OF MINUTES** – Regular Meeting: July 10, 2023. Pages 02-07
Special Meeting: July 12, 2023. Page 08

2. PUBLIC COMMENTS

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

1. Nuisance 207 Broadway – Ethan & Andrew Crownover Pages 09-19

3. BUSINESS AND DISCUSSION ITEMS

1. Interlocal Agreement – Jon Ungerer Pages 20-22
2. Library Agreement Pages 23-25
3. Gravel Dash / Marathon Street Blocks & Alcohol Consumption
Wayne Kruse & Mark Hoffman Pages 26-29
4. Resolution 2023-41 – Exempting Portion of City of Marysville for
Alcohol Consumption Page 30
5. C&T Funding for “Marysville Minute” – Mandy Cook Page 31
6. Junked / Inoperative Vehicles – Parker Price Pages 32-37
7. Lagoon / Wetland Bids – Thialia Monaco Pages 38-40
8. Wastewater Treatment Scope Budget Update – Thialia Monaco Pages 41-42

4. NOTICES AND HEARINGS

1. Resolution 2023-38 – Nuisance 303 North St Pages 43-50
2. Resolution 2023-39 – Nuisance 410 Carolina Pages 51-61
3. Resolution 2023-40 – Nuisance 504 Spring Pages 62-70
4. Hearing - Resolution 2023-22 – Condemnation 1301 Calhoun Page 71
5. Hearing - Resolution 2023-23 – Condemnation 500 Jenkins Page 72
6. Hearing - Resolution 2023-24 – Condemnation 502 Jenkins Page 73
7. Hearing - Resolution 2023-25 – Condemnation 300 Calhoun Page 74

5. CONSENT AGENDA

1. Convention & Tourism Funding \$1158.99 Page 75

6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3802

Pages 76-81

7. STAFF REPORTS

1. City Administrator Page 82
a. Verizon Cell Tower Agreement Pages 83-95
b. 8th Street/Elm Street Waterline Project Pages 96-99
c. Junkyard Information Pages 100-107
d. Boy Scout/Girl Scout Cabins Pages 108-123

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

1. **Convention & Tourism - Ty Warren Aug 2023 thru Dec 2025 replacing Wayne Kruse** Page 124

10. CITY ATTORNEY/EXECUTIVE SESSION

11. ROUNDTABLE DISCUSSION

ADJOURNMENT

Regular Meeting
City Hall, Marysville, Kansas-July 10, 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 were also present.

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

The minutes from the June 26th regular meeting were presented for approval. CM Throm moved; CM Behrens seconded to approve the minutes as presented. Motion carried by 7-0 voice vote.

PUBLIC COMMENTS:

BUSINESS AND DISCUSSION ITEMS:

- 1. PONY EXPRESS HALF MARATHON AND 5K.** Crystal Roudybush from St Gregory's School presented requests to the Council for their annual Pony Express Half Marathon and 5K. This is held in conjunction with the Gravel Dash on September 9th. The request asks the City Police block the 8th and Broadway and the 8th and Center intersections to allow the runners to cross the streets at 8:00 a.m. and 8:15 a.m. to begin the race. Volunteers will help the runners cross the other intersections and they will place small signs in the right of way along the route to keep runners on the course. CM Throm moved, CM Goracke seconded to approve the requests. Motion carried unanimously.
- 2. LIBRARY AGREEMENT.** CA St. John included a proposed agreement from the Library Director between the Library and the City in regard to library building usage. Previously there had not been any agreement. CM Throm moved, CM Behrens seconded to table the agreement until the July 24th regular meeting. Motion carried unanimously.

NOTICES AND HEARINGS:

- 1. RESOLUTION 2023-31 NUISANCE AT 1203 LARAMIE STREET.** Code Enforcement Officer Stock presented pictures and the Notice of Violation for 1203 Laramie Street owned by Daniel Gillespie. Daniel Gillespie did not request a hearing, nor did he appear on June 26, 2023. CM Throm moved, CM Behrens seconded to approve Resolution 2023-31 setting a deadline of July 23, 2023, for the owner to abate the nuisance. Following July 23, the City will abate the nuisance and assess the costs to Daniel Gillespie. Motion carried unanimously.

AT 7:04 CM KEATING ENTERED THE COUNCIL CHAMBER.

- 2. RESOLUTION 2023-32 NUISANCE AT 900 ALSTON STREET.** Code Enforcement Officer Stock presented pictures and the Notice of Violation for 900 Alston Street owned by Gregg A. and Angela R. Hecke. Gregg or Angela did not request a hearing, nor did they appear on July 10, 2023. CM Throm moved, CM Goracke seconded to approve Resolution 2023-32 setting a deadline of July 23, 2023, for the owner to abate the nuisance. Following July 23, the City will abate the nuisance and assess the costs to Gregg A. and Angela R. Hecke. Motion carried unanimously.
- 3. RESOLUTION 2023-33 NUISANCE AT 207 BROADWAY STREET.** Code Enforcement Officer Stock presented pictures and the Notice of Violation for 207 Broadway Street owned by Skylar Widmer. Skylar Widmer did not request a hearing, nor did he appear on April 10, 2023. CM

Behrens moved, CM Snellings seconded to approve Resolution 2023-33 setting a deadline of July 23, 2023, for the owner to abate the nuisance. Following July 23, the City will abate the nuisance and assess the costs to Skylar Widmer. Motion carried unanimously.

4. **RESOLUTION 2023-34 NUISANCE AT 207 BROADWAY STREET.** Code Enforcement Officer Stock presented pictures and the Notice of Violation for 207 Broadway Street owned by Skylar Widmer. Skylar Widmer did not request a hearing, nor did he appear on April 10, 2023. CM Throm moved, CM Snellings seconded to approve Resolution 2023-34 setting a deadline of July 23, 2023, for the owner to abate the nuisance. Following July 23, the City will abate the nuisance and assess the costs to Skylar Widmer. Motion carried unanimously.
5. **RESOLUTION 2023-35 NUISANCE AT 207 BROADWAY STREET.** Code Enforcement Officer Stock presented pictures and the Notice of Violation for 207 Broadway Street owned by Skylar Widmer. Skylar Widmer did not request a hearing, nor did he appear on April 10, 2023. CM Frye moved, CM Snellings seconded to approve Resolution 2023-35 setting a deadline of July 23, 2023, for the owner to abate the nuisance. Following July 23, the City will abate the nuisance and assess the costs to Skylar Widmer. Motion carried unanimously.
6. **RESOLUTION 2023-36 NUISANCE AT 207 BROADWAY STREET.** Code Enforcement Officer Stock presented pictures and the Notice of Violation for 207 Broadway Street owned by Skylar Widmer. Skylar Widmer did not request a hearing, nor did he appear on April 10, 2023. CM Throm moved, CM Frye seconded to approve Resolution 2023-36 setting a deadline of July 23, 2023, for the owner to abate the nuisance. Following July 23, the City will abate the nuisance and assess the costs to Skylar Widmer. Motion carried unanimously.
7. **RESOLUTION 2023-37 NUISANCE AT 207 BROADWAY STREET.** Code Enforcement Officer Stock presented pictures and the Notice of Violation for 207 Broadway Street owned by Skylar Widmer. Skylar Widmer did not request a hearing, nor did he appear on April 10, 2023. CM Goracke moved, CM Price seconded to approve Resolution 2023-37 setting a deadline of July 23, 2023, for the owner to abate the nuisance. Following July 23, the City will abate the nuisance and assess the costs to Skylar Widmer. Motion carried unanimously.
8. **CONDEMNATION HEARING 205 CALHOUN (WALTER MLNARIK).** Mayor Barnes conducted a condemnation hearing on the property owned by Walter Mlnarik located at 205 Calhoun. BI Ralph reported Walter has repaired some issues and connected the water and electricity. Walter said he should have a new roof on by the end of September. He asked to extend the completion date. CM Frye moved, CM Snellings seconded to extend the demolition date to September 30, 2023. Motion carried unanimously.
9. **CONDEMNATION HEARING 1009 NORTH (J & V FURNITURE).** Mayor Barnes conducted a condemnation hearing on the property owned by J & V Furniture located at 1009 North. Josh Volle said he has removed most of the garage and only the roof is left. The garage will be removed by the end of July. Josh will clean up the remaining yard and he asked to extend the condemnation resolution date. CM Throm moved, CM Price seconded to extend the condemnation date to August 31, 2023. Motion carried unanimously. Josh also asked to have his mowing and yard clean up invoice for 501 Alston reduced. He said he did not get the registered letter.
10. **CONDEMNATION HEARING 707 NORH 8TH. (CLEAN STEVE INVESTMENTS).** Mayor Barnes conducted a condemnation hearing on the property owned by Clean Steve Investments

located at 707 N 8th Street. BI Ralph said Steve Nietfeld has repaired some of the violations. Steve said he would finish the roof and tin the sides and he asked to extend the completion date. CM Price moved, CM Frye seconded to extend the demolition date to September 30, 2023. Motion carried unanimously.

11. CONDEMNATION HEARING 819 PONY EXPRESS HIGHWAY (JAY’S STOP LLC).

Mayor Barnes conducted a condemnation hearing on the property owned by Jay’s Stop LLC located at 819 Pony Express Highway. Jay’s Stop LLC is in the process of selling the property. The attorneys should complete the paperwork by August 15. The new owner has made arrangements to have the roof repaired. The present owner said he will repair the roof if the sale falls through. CM Frye moved, CM Snellings seconded to extend the demolition date to September 30, 2023. Motion carried unanimously.

12. CONDEMNATION HEARING 406 JENKINS (LISA SCHWINDAMANN).

Mayor Barnes conducted a condemnation hearing on the property owned by Lisa Schwindamann located at 406 Calhoun. Lisa is deceased and her brother Chad is repairing the home. BI Ralph said he has made some progress. Chad asked to extend the completion date. CM Throm moved, CM Price seconded to extend the demolition date to September 30. Motion carried unanimously.

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

1. Alcohol Consumption request from Amy Patterson at Lee Dam Art Center October 21 for a wedding.
2. Cash balances in funds were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through June 2023 showed unadjusted accumulated revenues in the General Fund of \$2,357,258 or 83% of budget; Water Revenue Fund, \$402,223 or 45% of budget, Sewer Revenue Fund, \$384,512 or 50% of budget. Unadjusted statement of expenditures in the General Fund totaled \$1,668,208 or 52% of budget, Water Revenue Fund, \$414,399 or 32% of budget, and Sewer Revenue Fund, \$300,286 or 22% of budget.
3. The Municipal Judge’s Report for June showed \$3,636.50 being deposited with the City Treasurer and \$391.00 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

APPROPRIATIONS ORDINANCE NO. 3801

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$116,674.30; Water Revenue Fund, \$23,084.15; Sewage Revenue Fund, \$10,653.33; Street & Highway, \$6,749.70; Bond & Interest Account #1 Fund, \$17,734.23; Library Revolving Fund, \$7,503.51; Swim Pool Sales Tax, \$22,900.92; Koester Block Maintenance, \$1,726.99; Employee Benefit, \$9,888.60; Transient Guest Tax, \$2,666.48; Sales Tax Improvements, \$55,064.90; making a total of \$274,647.11.

2. An appropriations ordinance was introduced and considered to honor claims against the funds of the City as audited by the Finance Committee. CM Throm moved; CM Behrens seconded to approve the appropriations ordinance totaling \$274,647.11.
3. Motion to approve the appropriations ordinance carried by 8-0 roll call vote. City Clerk Holle assigned Ordinance No. 3801.

STAFF REPORTS:

CITY ADMINISTRATOR:

1. **JAYHAWK ROAD DUST CONTROL.** CA St. John discussed dust control with Don Bruna using millings on Jayhawk Road. Don suggested applying millings and rolling them to make a solid surface instead of gravel therefore eliminating the dust. After council discussion the Council directed CA St. John to direct Don to mix the millings into the rock surface to reduce the dust. The test strip will be ½ block west of the 13th Street intersection and ½ block east of the 13th Street intersection on Jayhawk Road.
2. **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.

STANDING COMMITTEE REPORTS:

STREET:

1. **6TH & KOESTER CATCH BASIN.** CM Throm asked when the catch basin on the corner of 6th and Koester Street will be completed. There have been new storm sewer pipes installed and the hole is open.

WATER & WASTEWATER:

1. **LAGOON PROJECT.** CA St. John said the bid opening on the lagoon project will be Friday, July 14th.

PARKS & RECREATION:

1. **POOL.** CM Throm asked if a contractor has been scheduled to repair the pool. CA St. John said Manhattan Energy Center will be here on August 14. The pool closes on August 12th and the pool staff will clean on August 13th.
2. **LUMBER AT FELDHAUSEN FIELD.** CM Price asked why there was a large pile of lumber at Feldhausen Field. The wood was delivered to be used to repair the bleachers. CM Price reported that the Legion Zone Baseball tournament has been scheduled for this weekend.

CEMETERY/AIRPORT:

1. **AIRPORT CLOSING.** CC Holle reported the airport project pre-construction meeting will be Wednesday, July 12th and the project will start that day. A notam has been called into the FAA to post the closing of the runway for repairs.

POLICE AND FIRE:

ADMINISTRATION AND FINANCE:

1. **CONVENTION & TOURISM DIRECTOR.** Mayor Barnes reported the Admin & Finance Committee met July 9th with Convention & Tourism chairman Mandy Cook and Marshall County Development Corporation president Bruce Dierking. The C&T Director position was discussed, and the C&T Committee recommended hiring Wayne Kruse for the interim position until December 31, 2023. Wayne was hired by Chamber/Main Street as the interim director for the same time period. CM Keating moved, CM Snellings seconded hiring Wayne Kruse as a contract employee to be the C&T Interim Director from July through December 2023. His salary will be \$15,000.00 for the six months. Motion carried unanimously.

APPOINTMENTS:

CITY ATTORNEY:

EXECUTIVE SESSION:

ROUND TABLE DISCUSSION:

1. **SKYFEST.** CM Frye said Skyfest was well attended and there were people from several surrounding counties. CM Behrens mentioned there were cars parked on 20th Street which was not to be allowed and caused a traffic hazard. CM Keating thanked the Fire Department and the Police Department for all the help they gave with setting up the event. CM Snellings said there were more than 125 volunteers who worked at the event. All the Council said it was a success.
2. **JOSH VOLLE WEED NOTICE.** CM Frye asked if the Council wished to reduce the invoice Josh Volle received for mowing and cleaning up the yard at 501 Alston as Josh requested. After Council discussion about fees charged and certified letters, CM Frye moved, CM Price seconded to reduce the invoice by \$150. Motion carried 6-2 with CM Throm and CM Behrens voting no.
3. **JUNKER ORDINANCE.** CM Frye asked if the City should look at the “junker ordinance.” There have been citizens running salvage/junk businesses in the City. CC Holle said there are regulations in the ULDC which is located on the City website, or they can contact City Hall.
4. **WEEDS GROWING IN THE STREETS.** CM Beikman said there were weeds growing in the brick street on Hillcrest around a vehicle which has not moved in a while. If the vehicles are moved the street sweeper will pull the weeds from the street.
5. **FIRE STATION.** CM Price said the fire station looked good lit up during Skyfest.
6. **BETH SKINNER THANK YOU.** Mayor Barnes and CM Beikman thanked Beth Skinner for all the years she has planted flowers and weeded the various flower gardens in Marysville.
7. **SCOUT CABINS.** CM Behrens asked what the City will do with the Girl Scout Cabin now that the Girl Scout Regional office has sent an official letter stating they will no longer be using the cabin. The Council would like a report on the condition of this cabin and also the Boy Scout Cabin to determine how the City should proceed.

8. **KOMA VIOLATION.** Kris Schrater and Vallery Prell had reported perceived KOMA violations to the Attorney General which the AG researched. The Attorney General cleared the City and said no violation had occurred.

There being no further business, at 8:05 p.m. CM Keating moved to adjourn, CM Snellings seconded. Motion carried unanimously.

Cindy Holle
City Clerk

SPECIAL MEETING

City of Marysville, Marysville, Kansas, July 12, 2023

Members of the Governing Body of the City of Marysville were called to order in a special meeting at 6:00 p.m., on the date and at the place listed above with Mayor Barnes opening the meeting. City Administrator and City Clerk Holle were also present.

Council members answering present to roll call were Frye, Keating, Snellings, Beikman, Price, Behrens, and Throm. CM Goracke was absent. A quorum was present. The call, signed by seven of the seven council members present, read as follows:

We, the undersigned councilmembers of the City of Marysville hereby respectfully request that you call a special council meeting of the members of the governing body of said City to be held at 6:00 p.m. on Wednesday, July 12, 2023, at the Marysville City Hall for the following purpose:

Set the proposed budget for 2024.

Approve the notice of Revenue Neutral Rate increase.

Set hearing date for budget and Revenue Neutral Rate.

CA St. John reported the Revenue Neutral Rate set by the Marshall County Clerk will be 63.866 mils. Unless the City reduces its budget by approximately \$100,000 and reduces the overall mil levee the City will need to increase the RNR. The library has raised the mil levee they are requesting by 1.1 mils to accommodate the Library Employee Benefit Fund.

After reviewing the proposed budget, CM Snellings moved, CM Behrens seconded to approve the proposed budget. Motion carried 6-0 as CM Keating had left the meeting at 7:20 p.m. The hearing date will be Monday, August 28th at 7:00 p.m. at City Hall.

CM Throm moved, CM Frye seconded to set the Revenue Neutral Rate at 68.631 mils. Motion carried unanimously.

At 7:49 p.m., CM Throm moved, CM Behrens seconded to adjourn the meeting. Motion carried unanimously.

CINDY HOLLE
City Clerk

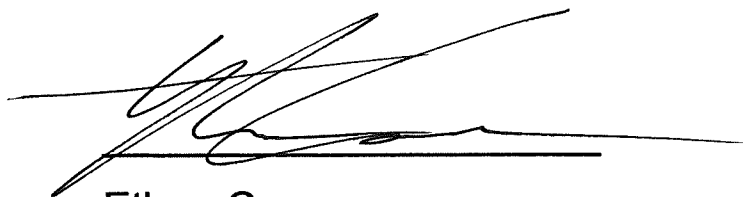
CROWNOVER AUTO SALES

**1109 Pony Express Highway
Marysville, KS 6650**

Crownover Auto Sales is asking to be on the agenda of the city council meeting on July 24, 2023.

Concerns to be brought up:

1. Taping the pictures of cars on the door at 207 Broadway.
2. Misleading information between council meeting minutes compared to the video recording proof of what was discussed at the council meeting on the date of May 22 2023.



Ethan Crownover

July 14, 2023



Andrew Crownover

July 14, 2023

May 22, 2023 Marysville City Council Meeting

Barnes asked for public comment.

Ethan approaches the stand.

Ethan: Introduce himself. We are renting a property in town, 207 Broadway and was informed by Landlord Skyler Witmore about vehicles on the property. Would like to figure out how to resolve the issue about the vehicles. The soonest Skyler will be back is in July.

Snelling: Are they yours?

Ethan: Yes they are the dealerships

Throm: Even the old RV outback?

Ethan: I can not speak for the RV.

Throm: A lot of that stuff is junk and just needs to leave

Ethan: All the vehicles are ours but the RV

Parker: Do they run?

Ethan: I can go over right now and start them all but 1 will run, exempt the truck with no motor. The RV is not the car lots but all the vehicles are.

Throm: Its an eye sore when you come into town

Ethan: Its over flow for our lot. A place for vehicle we are waiting to take to auction Talks about the Auction June 10th and at least 3 of the vehicles will be on the auction. Knows one the big things is that they were not tagged but being the car lots they don't have to be tagged but they are insured.

Fry: Didn't know they were the business vehicles.

Throm: Quite a few have been there for over a year.

St. John: Don't know if it changes things knowing now that they are part of the car lot but not on the dealership lot

Parker: Didn't realize they were the car lots

Fry: Zoning or not it makes more sense for car storage than other places

Throm: Spray the weeds and get it mowed

Ethan: We are working on getting it cleaned up but blew hydraulic line on the tractor

Fry and Parker: Put things in a row and line them up

Parker: Clean them up, Line them up, Now we know they belong to a car lot that explains it

Parker: Would like a list of vehicles belong to the car lot so they know they belong to Crownovers

Regular Meeting
City Hall, Marysville, Kansas-May 22, 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, City Attorney McNish and City Clerk Holle was also present.

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

The minutes from the May 8th regular meeting were presented for approval. CM Keating asked to amend the minutes by adding the words wide swath to page four under Dust Control. CM Throm moved; CM Behrens seconded to approve the minutes as amended. Motion carried by 7-0 voice vote.

PUBLIC COMMENTS:

1. **NUISANCE VEHICLES AT 207 BROADWAY.** Ethan Crownover, who owns some of the vehicles at 207 Broadway on the property owned by Skyler Widemer addressed the Council about several cars he has parked there. Ethan and his brother own a used car business located at 1107 E Pony Express Highway. They have parked these vehicles waiting for an auction that will be held on June 10th. The Council agreed to allow the cars to remain until the auction. Any vehicles that do not run need to be removed no matter who owns them.
2. **POPPY DAY PROCLAMATION MAY 26.** Liberty Price-Obley representing American Legion Auxiliary 163 read a proclamation declaring May 26, 2023, Poppy Day and asks all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day. Mayor Barnes approved the proclamation.

only 3 cars

BUSINESS AND DISCUSSION ITEMS:

1. **RESOLUTION 2023-15 BIG BLUE RIVER DAYS ALCOHOL REQUEST.** Chamber/Main Street requested a temporary exemption for portions of Broadway, Elm, Walnut, and the 7th Street Corridor for consumption of alcohol in the city limits on public property on June 2nd and June 3rd. CM Throm moved, CM Frye seconded to approve Resolution 2023-15 allowing consumption of alcohol on public property on June 2nd and June 3rd. Motion carried unanimously.

NOTICES AND HEARINGS:

1. **RESOLUTION 2023-08 NUISANCE AT 410 CAROLINA STREET.** Code Enforcement Officer Stock presented pictures and the Notice of Violation for 410 Carolina Street owned by John Huninghake and occupied by Danny Childers. John Huninghake did not request a hearing, nor did he appear on May 22, 2023. CM Behrens moved, CM Throm seconded to approve Resolution 2023-08 setting a deadline of June 1, 2023, for the owner to abate the nuisance. Following June 1, the City will abate the nuisance and assess the costs to John Huninghake. Motion carried unanimously.
2. **RESOLUTION 2023-09 NUISANCE AT 500 ELM STREET.** Code Enforcement Officer Stock presented pictures and the Notice of Violation for 500 Elm Street owned by James and Betty Rink. The Rinks did not request a hearing, nor did they appear on May 22, 2023. CM Throm moved, CM Keating seconded to approve Resolution 2023-09 setting a deadline of June 1, 2023, for the owner to abate the nuisance. Following June 1, the City will abate the nuisance and assess the costs to James and Betty Rink. Motion carried unanimously.

RESOLUTION NO. 2023-37
RESOLUTION FOLLOWING HEARING ON NUISANCE VIOLATION BEFORE THE GOVERNING BODY ON JULY 18, 2023

WHEREAS, pursuant to Chapter 8, Article 2 of the Code of the City of Maryville, Kansas, notice was given to Wayne Wilson with regard to 207 Broadway Street, Maryville, Missouri, on March 27, 2023, regarding violation of Chapter 8, Article 2 of said Code, particularly as to the Health and Welfare Code; and

WHEREAS, Wayne Wilson did not appear at a hearing, nor did he appear on April 10, 2023, as provided in the Code of the City of Maryville, Kansas; and the Governing Body did discuss the alleged violation as aforementioned on July 18, 2023; and

WHEREAS, the Governing Body indicated the following findings would apply for compliance in the area of nuisance: The area of 207 Broadway Street, Maryville, Missouri, Kansas, shall be in compliance prior to July 23, 2023;

NOTE: THEREFORE, IT IS RESOLVED by the Governing Body of the City of Maryville, Kansas, that the above aforementioned findings as applicable in the respective area shall apply and be deemed to be true.

IT IS FURTHER RESOLVED that if compliance is not met in this area by July 23, 2023, the City Inspector shall show the violation with the same amount against the lot as provided in Chapter 8, Article 2 and 8-201 of the Maryville Code of Ordinances.

IT IS SO RESOLVED.

PASSED AND APPROVED this 18th day of July 2023, by the Governing Body of the City of Maryville, Kansas.

REGULARIZED IN WRITING ON THIS 18TH DAY OF JULY 2023

ATTEST:
LEONIA HILLIE
City Clerk



RESOLUTION NO. 2023-36
RESOLUTION FOLLOWING HEARING ON NUISANCE VIOLATION BEFORE THE GOVERNING BODY ON JULY 18, 2023

WHEREAS, pursuant to Chapter 8, Article 2 of the Code of the City of Maryville, Kansas, notice was given to Wayne Wilson with regard to 207 Broadway Street, Maryville, Missouri, on March 27, 2023, regarding violation of Chapter 8, Article 2 of said Code, particularly as to the Health and Welfare Code; and

WHEREAS, Wayne Wilson did not appear at a hearing, nor did he appear on April 10, 2023, as provided in the Code of the City of Maryville, Kansas; and the Governing Body did discuss the alleged violation as aforementioned on July 18, 2023; and

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IT IS SO RESOLVED.

PASSED AND APPROVED this 18th day of July 2023, by the Governing Body of the City of Maryville, Kansas.

REGULARIZED IN WRITING ON THIS 18TH DAY OF JULY 2023

ATTEST:
LEONIA HILLIE
City Clerk



RESOLUTION NO. 2023-35
RESOLUTION FOLLOWING HEARING ON NUISANCE VIOLATION BEFORE THE GOVERNING BODY ON JULY 18, 2023

WHEREAS, pursuant to Chapter 8, Article 2 of the Code of the City of Maryville, Kansas, notice was given to Wayne Wilson with regard to 207 Broadway Street, Maryville, Missouri, on March 27, 2023, regarding violation of Chapter 8, Article 2 of said Code, particularly as to the Health and Welfare Code; and

WHEREAS, Wayne Wilson did not appear at a hearing, nor did he appear on April 10, 2023, as provided in the Code of the City of Maryville, Kansas; and the Governing Body did discuss the alleged violation as aforementioned on July 18, 2023; and

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PASSED AND APPROVED this 18th day of July 2023, by the Governing Body of the City of Maryville, Kansas.

REGULARIZED IN WRITING ON THIS 18TH DAY OF JULY 2023

ATTEST:
LEONIA HILLIE
City Clerk



RESOLUTION NO. 2023-34
RESOLUTION FOLLOWING HEARING ON NUISANCE VIOLATION BEFORE THE GOVERNING BODY ON JULY 18, 2023

WHEREAS, pursuant to Chapter 8, Article 2 of the Code of the City of Maryville, Kansas, notice was given to Wayne Wilson with regard to 207 Broadway Street, Maryville, Missouri, on March 27, 2023, regarding violation of Chapter 8, Article 2 of said Code, particularly as to the Health and Welfare Code; and

WHEREAS, Wayne Wilson did not appear at a hearing, nor did he appear on April 10, 2023, as provided in the Code of the City of Maryville, Kansas; and the Governing Body did discuss the alleged violation as aforementioned on July 18, 2023; and

WHEREAS, the Governing Body indicated the following findings would apply for compliance in the area of nuisance: The area of 207 Broadway Street, Maryville, Missouri, Kansas, shall be in compliance prior to July 23, 2023;

NOTE: THEREFORE, IT IS RESOLVED by the Governing Body of the City of Maryville, Kansas, that the above aforementioned findings as applicable in the respective area shall apply and be deemed to be true.

IT IS FURTHER RESOLVED that if compliance is not met in this area by July 23, 2023, the City Inspector shall show the violation with the same amount against the lot as provided in Chapter 8, Article 2 and 8-201 of the Maryville Code of Ordinances.

IT IS SO RESOLVED.

PASSED AND APPROVED this 18th day of July 2023, by the Governing Body of the City of Maryville, Kansas.

REGULARIZED IN WRITING ON THIS 18TH DAY OF JULY 2023

ATTEST:
LEONIA HILLIE
City Clerk

RESOLUTION NO. 2023-33
RESOLUTION FOLLOWING HEARING ON NUISANCE VIOLATION BEFORE THE GOVERNING BODY ON JULY 18, 2023

WHEREAS, pursuant to Chapter 8, Article 2 of the Code of the City of Maryville, Kansas, notice was given to Wayne Wilson with regard to 207 Broadway Street, Maryville, Missouri, on March 27, 2023, regarding violation of Chapter 8, Article 2 of said Code, particularly as to the Health and Welfare Code; and

WHEREAS, Wayne Wilson did not appear at a hearing, nor did he appear on April 10, 2023, as provided in the Code of the City of Maryville, Kansas; and the Governing Body did discuss the alleged violation as aforementioned on July 18, 2023; and

WHEREAS, the Governing Body indicated the following findings would apply for compliance in the area of nuisance: The area of 207 Broadway Street, Maryville, Missouri, Kansas, shall be in compliance prior to July 23, 2023;

NOTE: THEREFORE, IT IS RESOLVED by the Governing Body of the City of Maryville, Kansas, that the above aforementioned findings as applicable in the respective area shall apply and be deemed to be true.

IT IS FURTHER RESOLVED that if compliance is not met in this area by July 23, 2023, the City Inspector shall show the violation with the same amount against the lot as provided in Chapter 8, Article 2 and 8-201 of the Maryville Code of Ordinances.

IT IS SO RESOLVED.

PASSED AND APPROVED this 18th day of July 2023, by the Governing Body of the City of Maryville, Kansas.

REGULARIZED IN WRITING ON THIS 18TH DAY OF JULY 2023

ATTEST:
LEONIA HILLIE
City Clerk



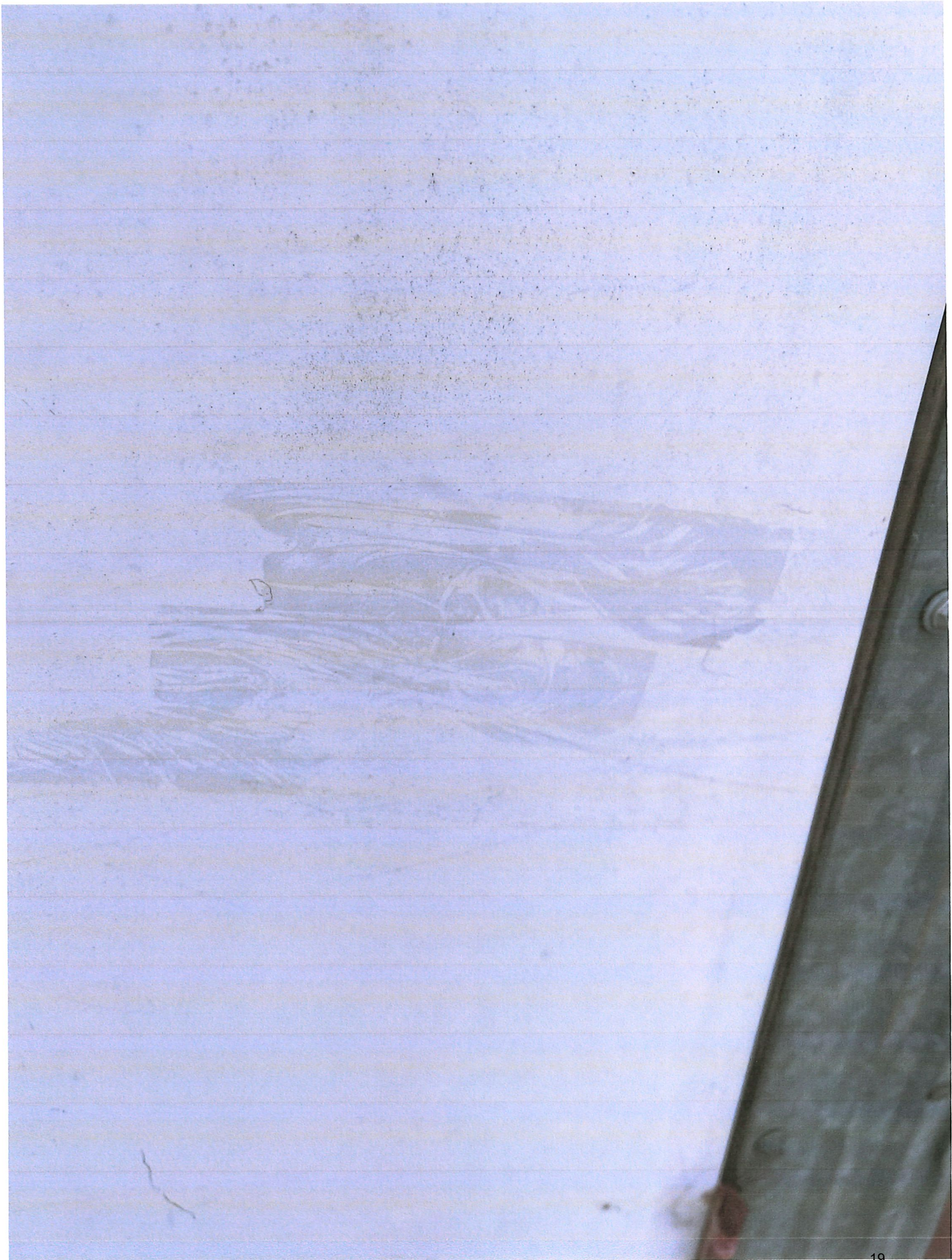












Marshall County Board of Commissioners

1201 Broadway, P.O. Box 391
Marysville, KS 66508
Ph. 785-562-5361 ** Fax 785-562-5262

Jon Ungerer
1st District

Fritz Blaske
2nd District

Keith Bramhall
3rd District

MAYOR & CITY COUNCIL MEMBERS:

The Board of Marshall County Commissioners would like to enlist your help in procuring financing for the construction of a new jail.

As you are aware, the County recently held a special election to approve a Lease/Purchase option to build a jail. This issue did not pass with a low voter turnout of 16%.

The Board and its team of advisors have regrouped and are proposing a new plan which could include an alternative location for construction and implementing a countywide sales tax of up to ½ cent. Per K.S.A. 12-187 and 12-192, any countywide sales tax collected is shared with all cities in the County unless an interlocal agreement is entered which allows the County to retain the sales tax revenue.


Since the Marshall County Jail is a countywide safety concern, the Board would like you to consider entering into an Interlocal Agreement which would allow your City's share of Sales Tax to be retained by the County. The proposed form of the Interlocal Agreement is enclosed. The sole purpose of the Sales Tax is to pay the costs of the new jail facility, including principal and interest on bonds issued for a portion of the cost of constructing the facility.

A commissioner would like to personally meet with your City Council prior to August 15, 2023 to present the Interlocal Agreement and answer any questions.

Please let County Clerk Sandy Wilson know when your next City Council meeting will be held so we can make arrangements for one of the commissioners to attend. Contact information for Sandy is swilson@mscoks.org or (785)562-5361.

Thank you for your prompt attention to this matter.

Sincerely,



Fritz Blaske, Chairman



Keith Bramhall



Jon Ungerer

INTERLOCAL AGREEMENT

This Interlocal Agreement (hereinafter referred to as Agreement) entered into this ____ day of _____, 2023, by and between the County of Marshall, Kansas, a duly organized municipal corporation, hereinafter referred to as County, and the following city within the County: **City of Marysville** (the City).

WHEREAS, KSA §12-187 *et seq.* (the Act) allows counties to submit the question of imposing a countywide retailers' sales tax to their electors at an election called and held thereon; and

WHEREAS, pursuant to the Act, the County intends to call and hold an election on the question of imposing a countywide retailers' sales tax in an amount of up to one-half of one percent (the Sales Tax) to finance costs associated with a new jail facility; and

WHEREAS, pursuant to the Act, the revenue from a countywide retailers' sales tax shall be apportioned between the County and the City in the manner described in KSA §12-192 unless certain exceptions apply or unless the County and the City enter an interlocal agreement providing that the County will retain such revenue; and

WHEREAS, the governing bodies of the County and the City have, by appropriate action, approved this Agreement to provide that the County will retain all the revenue from the Sales Tax if the Sales Tax is approved at an election called and held by the County.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Pursuant to the Act and this Agreement, and as the purpose of this Agreement, the City and County agree that the County shall retain the portion of the Sales Tax which would otherwise be apportioned to the City pursuant to KSA §12-192.
2. This Agreement shall expire on the date the Sales Tax expires; provided, however, that this Agreement shall automatically terminate and be of no further force or effect if the County does not conduct an election on the Sales Tax on November 7, 2023, or if the electors voting in such election do not approve the Sales Tax.
3. This Agreement does not create any separate legal or administrative entity and does not require or provide a manner of financing the cooperative undertaking set forth herein or for disposing of property upon termination.
4. This Agreement shall be submitted to the Attorney General of the State of Kansas pursuant to KSA §12-2904(g) and thereafter shall be filed with the Register of Deeds of the County and filed with the Secretary of State of the State of Kansas pursuant to KSA §12-2905.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated at the top of the first page.

Approved by:

THE BOARD OF COUNTY COMMISSIONERS, MARSHALL COUNTY, KANSAS

Fritz Blaske, Chairman

Jon Ungerer

ATTEST:

J. Keith Bramhall

Sandra Wilson, County Clerk
Dated: _____

THE GOVERNING BODY OF THE CITY OF MARYSVILLE

ATTEST:

Mayor
Printed Name: _____

City Clerk
Printed Name: _____
Dated: _____

LIBRARY AGREEMENT

This LIBRARY AGREEMENT is made and entered on this ____ day of _____ 20____ (“Effective Date”) between MARYSVILLE LIBRARY BOARD OF DIRECTORS (“Library”) and the CITY OF MARYSVILLE, KANSAS, a Kansas municipal corporation, (“City”) with respect to the fact and objectives set forth below,

RECITALS

- A. The City and Library seek to continue the current partnership by providing terms specifying arrangements with which the existing building shall be operated as a library for the citizens of Marysville.
- B. The City Council and the Marysville Public Library Board of Directors recognize the importance of libraries to the prosperity of communities.

NOW, THEREFORE, in accordance of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to the following terms and conditions:

1. Library Usage. The City hereby agrees to allow the Library to use the building and adjacent property located at 1009 Broadway Street, Marysville, Kansas (“Site”) as a public Library by the Marysville Public Library Board for the operation of the Marysville Public Library.
2. Utility Services. The Library agrees that all costs related to any utility services will be at the sole expense of the Library, located at the Site.
3. Inside Building Maintenance Responsibilities. The Library agrees to be wholly responsible for routine maintenance needs of the Library that include the inside of the building, including without limitation, repair, maintenance and replacement of the furnace and related components of the heating system located inside the building.
4. Outside Building Maintenance Responsibilities. The City agrees to be wholly responsible for routine maintenance needs of the Library that include the outside of the building, including without limitation repair, maintenance and replacement of the air conditioning condenser units and related components of the cooling system located outside of the building.-

5. Landscaping and Grounds Maintenance. The Library shall be allowed to provide landscaping in the immediate areas around the Library, provided such landscaping does not diminish the usability of the Library and are wholly maintained and expensed by the Library. The City agrees to provide snow and ice removal, tree and bush trimming, and leaf removal in the immediate areas adjacent to the Library. The City agrees that any routine maintenance by the City on Library grounds shall be at the sole expense of the City.
6. Roof Inspection. The City will check the status of the roof on the Library every year and will report to the Library Director if further inspection should occur. If repair/replacement of the roof becomes necessary, the City and the Library will discussion options of sharing cost.
7. Holiday Lights Inspection. The City will check the status of the holiday lights on the Library every year and will report to the Library Director if there are issues. If repair/replacement of the holiday lights become necessary, the Library agrees to be wholly responsible for the cost. The roof and holiday lights inspection can be done at the same time.
8. Rules and Regulations. The City agrees that the Library is to be governed by rules and regulations that shall be established by the Library Board of Directors and may from time to time be amended.
9. Insurance. The Library agrees to insure all contents of the Library as part of the City's general liability insurance policy. The City shall insure, in its general liability insurance, the building and surrounding grounds. The Library may request proof of insurance at any time during the term of this Agreement.
10. Fire and Alarm. The Library agrees to pay their portion of the Air and Fire System inspection cost, given to them by the City. The Library agrees to pay for a fire and burglar alarm service as specified by the International Building and Fire Codes adopted by the City.
11. Equal Opportunity Provisions. The Library agrees to operate the Library in a manner consistent with Equal Opportunity provisions and the Americans with Disabilities Act. No person, organization, agency, or otherwise shall be prevented from using the Site with regard to race, color, sex, political opinion, religion, national origin or ancestry, disability, age, or status as a veteran.
12. Items of Conflict. If the City Manager or Library Director, acting on behalf of the Library Board, determines that a significant issue with regard to the application of this Agreement exists, the City Manager shall report such issues to the City Council

and the Library Director to the Library Board. The City Manager and Library Director shall negotiate in good faith to develop a plan for resolving said issues within the scope of this Agreement. Such issues shall be addressed within a mutually agreeable schedule. Issues not resolved within the established schedule shall be decided by a joint meeting of the City Council and the Library Board of Directors.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or representatives in multiple counterpart copies, each of which shall be deemed an original but constitute one and the same instrument, effected as of the date set forth above.

ADOPTED BY THE CITY COUNCIL AND THE CITY OF MARYSVILLE, KANSAS ON THE 1ST DAY OF JULY, 2023.

CITY OF MARYSVILLE, KANSAS

By: _____
Jason Barnes, Mayor

ATTEST:

Lucinda Holle, City Clerk

MARYSVILLE LIBRARY BOARD OF DIRECTORS

Library Board President



**Post Office Box 16; 617 Broadway Street
Marysville, KS 66508
785-562-3101**

July 19, 2023

Dear Mayor Barnes, City Council Members and Mr. St. John:

The Marysville Chamber & Main Street and the Pony Express Gravel Dash committee are requesting to be on the agenda for the Marysville city council meeting Monday, July 24, 2023.

The 10th annual Pony Express 120 Gravel Dash is scheduled for September 8 & 9, 2023. Our goal for the event is to bring more than 500 people to Marysville - the 350 riders, their family and friends along with the competitors participating in the Pony Express half marathon.

We ask the city crew to erect one 20' x 40' tent in the gravel area on the east side of the Chamber & Main Street building. The other 20' x 40' tent can be placed in the grass area just west of the Pony Express sculpture. The medium-size blue tent can be placed directly west of the 706 Broadway building and close to the sidewalk, same as last year. All the tents need to be in place by Thursday morning, September 7. If possible, we ask that both of these grass areas be treated by Mosquito Squad for this event.

We request to have the water faucet on the east side of the Chamber & Main Street building be turned on and available along with electrical outlets on the back of the building.

Please run the street cleaner on the shoulders of the South Highway 77 overpass to remove glass and debris on Wednesday or Thursday, September 6 of 7.

We will need enough street barricades and orange cones to block off the 600 block and the west half of the 700 block of Broadway Street and part of South 7th Street. Please see the attached map. We ask the streets be blocked off from 5 a.m. until 8 p.m. Saturday, September 9. Please deliver the cones and the barricades to a location near the Chamber & Main Street office by Thursday, September 7. Gravel Dash volunteers will set up the barricades and return them to the drop location.

We talked to Vince and Jacey Pacha about moving the Farmers Market the morning of September 9. Although they have not made a final decision about where the Market will be moved, they are thinking it will be relocated to the area between IdentiTeez and Feldkamps Furniture. We will continue to work with them.

A cornhole tournament will take place in the Pony Express Plaza Saturday, September 9. A kids tournament will be at 10 a.m. and an adult tournament will be at noon. The tournament is a benefit for the Storm Chasers baseball team.

We would like to use the PA and speaker system on Broadway for Friday evening and all-day Saturday, September 8 and 9.

As in the past, we ask for a police escort for the group of bicycle riders at 7:30 a.m. Saturday, September 9. The group will start at 700 Broadway, go east to 10th Street, then south to East River Road. Please escort the group of riders until they turn west on East River Road.

Finally, we ask for approval of the consumption of beer within a designated area, inside the barricaded area described above. A beer vendor and food vendors are being scheduled; a list of vendors will be provided to the city once they are contracted.

Thank you for your assistance, consideration and use of city equipment and staff to have a successful and safe event.

Sincerely,

Wayne A. Kruse
Interim Executive Director

Mark Hoffman
Race Director, Pony Express Gravel Dash

marysvillecms.com

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

Full Name (Responsible Party):

Kruse Wayne Allen
Last First Middle

Address: 6617 Broadway Street
P.O. Box 14
Marysville, KS 66508

Home Phone #: 785-562-3101 Work/Cell Phone #: [REDACTED]

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

Marysville Chamber 2nd Main Street

DATE OF EVENT:

LOCATION:

September 9, 2023 Inside Barricade - Sep request

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

Pony Express 120 Gravel Dash

I, Wayne 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.

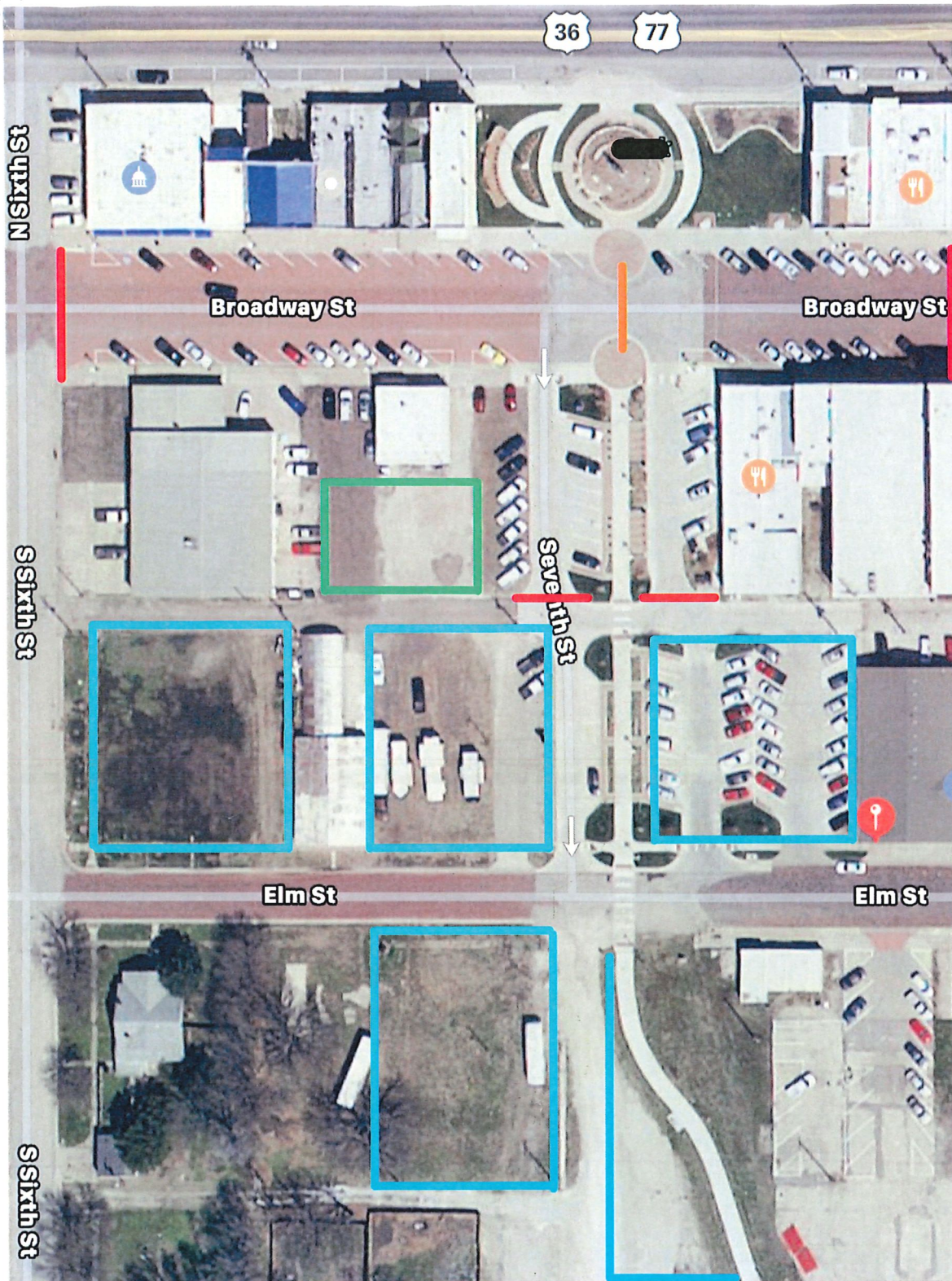
Wayne Kruse
Signature of Responsible Party

7-19-2023
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



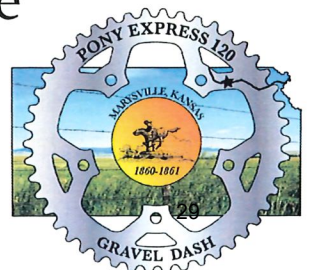
- Available Parking
- Volunteer Parking
- Street Barricades
- Start/Finish Line

Pony Express 120

Gravel Dash Event Parking



The Marysville
Advocate



RESOLUTION NO. 2023-41

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 and the Pony Express Gravel Dash Committee are holding the 10th annual Pony Express 120 Gravel Dash Event; and

WHEREAS, the Marysville Chamber Main Street and the Gravel Dash Committee has requested the City allow alcoholic liquor to be consumed in the barricaded area between 7th Street and Broadway Street and between 6th Street and 8th Street on Broadway, 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 6th Street to 8th Street and the 7th Street Corridor from Elm Street to Broadway 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 a.m. to 8:00 p.m. on September 9, 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.

ADOPTED by the Governing Body of the City of Marysville, Kansas, this 24th day of July 2023.

SIGNED by the Mayor, this 24th day of July 2023.

(Seal)

JASON BARNES
Mayor

Attest:

LUCINDA HOLLE
City Clerk



Greetings to the Members of City Council and Mayor Jason Barnes.

The Convention & Tourism board would like to request funding to reboot the “Marysville Minute.” Marysville Minute videos consisted of about a minute of footage, interviews, highlights, and Marysville advertising every month they were released. When the initial Marysville Minutes were released in 2014, 2015, and 2016, the town buzz about the monthly broadcasts was enlivening and exciting. People were so proud to see the amazing things Marysville offered to tourists and visitors alike. We also attracted new residents, such as Community Memorial Healthcare Surgeon Dr. Cheryl Rice due to the Marysville Minutes.

As Dr. Rice states, “...we were impressed with the Marysville Minute videos! In 2016 when we started our search these were just released and displayed local people of all ages and many activities. These videos definitely presented a forward thinking community that was proud of its people! The videos were easy to find and current.”

For this round of Marysville Minutes, we are excited to work with hometown videographer Tommy McNish. Each month, we are proposing to pay \$400 for 20 hours of work (10 hours of production and 10 hours of editing); this comes out to \$4800 for a year’s worth of invaluable footage and reusable videos. We will evaluate this process every four months.

Because the Marysville Minutes are so flexible and can be used in many different ways, we would be pulling back our advertising requests in general, specifically \$1000 from the “TV” budget, \$1000 from “Materials (brochures, bags)”, as well as \$1000 from the “Printed Materials” line item.

If you’d like to view past Marysville Minutes, they are available on YouTube. We appreciate your consideration on this matter.

Sincerely,
Marysville Convention & Tourism Members

City of Marysville

To: Governing Body

From: Cindy Holle, City Clerk

Re: Permit for Restoration of Temporarily Disabled Vehicles

City Council Member Parker Price asked me to supply some information on a permit and or ordinance that would allow restoration of a vehicle. I have included a copy of a past permit and ordinance the City had and also the current ordinance and permit in Hanover.

ORDINANCE NO. 1233

AN ORDINANCE AMENDING ORDINANCE NO. 1195,
RELATING TO JUNKED, INOPERATIVE VEHICLES,
AND REPEALING ORDINANCES IN CONFLICT HERE-
WITH.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MARYS-
VILLE, KANSAS:

SECTION 1. That Section III of Ordinance No. 1195 is hereby
amended to read as follows:

"SECTION III. PROHIBITIONS. Except as pro-
vided in Section IV of this Article, it shall
be unlawful for any person, partnership, cor-
poration or their agent, either as owner,
lessee, tenant or occupant of any lot or land
within the City, to park, store or deposit,
or permit to be parked, stored or deposited
thereon, an inoperable vehicle or vehicles
unless it is enclosed in a garage or other
building, or properly fenced and screened
from public view."

SECTION 2. That Section IV of Ordinance No. 1195 is hereby
amended to read as follows:

"SECTION IV. TEMPORARILY DISABLED VEHICLE.
The provisions of Section III of this ordi-
nance shall not apply to any person, partner-
ship, or corporation or their agent with no
more than two vehicles inoperable for a period
of thirty (30) consecutive days or less; PRO-
VIDED, that for \$10.00 an annual permit per
vehicle shall be purchased extending the time
to restore said vehicle or vehicles for a per-
iod of one (1) year. The annual permit shall
be purchased from the City Clerk giving the
owner time to restore said vehicle or vehicles
to an operable condition. The restoration
permit may be renewed no more than one time
per vehicle upon request of said person, part-
nership, corporation or their agent if upon
inspection by the Building Inspector or a
member of the Police Department said person
concludes that adequate progress is being made
in the restoration process. The fee for a
renewal permit shall be \$10.00. Each permit

provided for in this section shall cover only one vehicle and shall not be transferable."

SECTION 3. That Ordinance No. 1229 and Sections III and IV of Ordinance No. 1195, and all other ordinances or parts of ordinances in conflict herewith, be and they are hereby repealed.

SECTION 4. This ordinance shall take effect and be in force from and after its publication in the official city paper.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this twenty-fifth day of July, 1983.

JAMES L. LINDEEN
Mayor

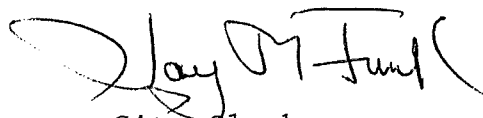
ATTEST:

JAY M. FUNK
City Clerk

(SEAL)

#1233

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said ordinance was passed on the twenty-fifth day of July, 1983; that the record of the final vote on its passage is found on Page Five of the minutes of July 25, 1983; that it was published in the Marysville Advocate, official City paper, on the twenty-eighth day of July, 1983.


City Clerk

(SEAL)

APPLICATION FOR PERMIT
TO RESTORE
TEMPORARILY DISABLED VEHICLE

NO. _____

NAME OF APPLICANT _____

ADDRESS OF APPLICANT _____

MAKE OF VEHICLE _____ MODEL YEAR _____

VEHICLE IDENTIFICATION NUMBER _____

I hereby certify that I have read the provisions of Article 4, Chapter VIII, of the Code of the City of Marysville, Kansas, 1987 adopted by Ordinance No. 1309, and state that I plan to restore the vehicle detailed in the foregoing description to an operable condition within six (6) months.

Dated this _____ day of _____, 19 _____.

Applicant

=====

P E R M I T

In accordance with the above application, permission is hereby granted by the City of Marysville to _____ (Applicant) to restore said vehicle to an operable condition by _____.

Receipt of \$ 25.00 fee is hereby acknowledged.

Dated this _____ day of _____, 19 _____, at Marysville, Kansas.

City Clerk

Ordinance No. 625

AN ORDINANCE RELATING TO ABANDONED VEHICLES; MAKING IT UNLAWFUL FOR UNREGISTERED VEHICLES TO BE ALLOWED TO REMAIN ON PROPERTY FOR MORE THAN THIRTY (30) DAYS EXCEPT AS OTHERWISE PROVIDED; AND TO PROVIDE FOR A HOBBYIST PERMIT.

Be It Ordained By The Governing Body Of The City Of Hanover, Kansas That:

SECTION 1. KEEPING OF UNREGISTERED, WRECKED OR JUNKED VEHICLES UNLAWFUL; EXCEPTION; PENALTY. It shall be unlawful for any person in charge or control of any property within the city, whether as owner, tenants, occupants, lessee, or otherwise, to allow any non operable, wrecked, junked or partially dismantled vehicles to remain on such property longer than thirty (30) days. It shall be unlawful for any person in charge or control of any property within the city, whether as owner, tenant, occupant, lessee, otherwise, to allow any vehicle which has been unregistered for more than thirty (30) days to remain within the city limits. This section shall not apply to a vehicle in an enclosed building, a vehicle on the premises of a business enterprise operated in a lawful place and manner, when necessary to the lawful operation of such business enterprise, a vehicle in an appropriate storage place or depository maintained in a lawful place and manner, or a vehicle on the premises of a person who has obtained a hobbyist permit for the restoration of said vehicle.

Any person who violates this section shall be deemed guilty of a misdemeanor and fined in a sum not to exceed one hundred dollars (\$100).

A new violation shall be deemed to be committed every thirty (30) days of such failure to comply with these provisions.

SECTION 2. HOBBYIST PERMIT. A hobbyist permit for the restoration or repair of up to two non operating, wrecked, junked, or partially dismantled vehicles on any premises used for residential purposes may be granted to the resident of such premises as follows.

A. Application for the hobbyist permit shall be filed in writing with the City Clerk on a form provided by the city and shall contain the name and address of the applicant and the make, model, year and vehicle identification number of each vehicle to be restored or repaired.

B. The vehicle(s) to be restored or repaired shall be owned by the applicant.

C. The fee for such hobbyist permit shall be \$35.00 per vehicle.

D. All such permits shall expire one (1) year following the date of issuance thereof.

Passed and Adopted this 13th day of April, 2009.

CITY OF HANOVER

201 S Railroad St. PO Box 416
Phone: 785.337.2261
Fax: 785.337.6054

HOBBYIST PERMIT

(Ordinance #625)

DATE: _____

APPLICANT: _____

ADDRESS: _____

1. MAKE OF VEHICLE: _____
2. MODEL: _____
3. YEAR: _____
4. VEHICLE IDENTIFICATION NUMBER (VIN): _____
5. VEHICLE TO BE RESTORED OR REPAIRED SHALL BE OWNED BY APPLICANT
6. FEE: \$35.00 PER VEHICLE
7. ALL SUCH PERMITS EXPIRE ONE (1) YEAR FOLLOWING THE DATE OF ISSUANCE OF THIS PERMIT.

APPLICANT SIGNATURE: _____

COUNCIL DECISION (circle decision): APPROVED DECLINED

If declined, state reason: Applicant has failed to undertake any effort to restore or repair the applicable vehicles.

Date of Decision: _____

JARED M. SEDLACEK, MAYOR

KATLIN BRUNA, CITY CLERK

July 19, 2023

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

RE: Wastewater Lagoon / Wetland Improvements
 BG Project No. 22-1177M

Dear Mayor and Council Members:

On Friday, July 14, 2023 at 2:30 p.m., three (3) bids and an Engineer’s Opinion of Probable Cost (EOPC) were received and read publicly for the above referenced project. All bids submitted contained required documentation pertaining to the signed addendums and bid bond. A summary bid table is shown below, for quick reference, in ascending order based on the base bid cost. Detailed bid tabulations are also attached for your reference.

Bidder	Base Bid	Alternate No. 1
Superior Excavating	\$1,741,416.06	\$112,080.00
Halcomb Construction	\$2,458,928.76	\$42,030.00
EOPC	\$3,317,065.61	\$121,420.00
Ebert Construction	\$4,711,196.80	\$126,734.46

Alternate #1 was to install rock rip-rap in lieu of the base bid of concrete liner (Bid Item #11) material around the perimeter of the new lagoon cell.

After reviewing all the bids, there was one mistake on the bid form as provided by Halcomb Construction with multiplication of Bid Item #32, which should have been multiplied by two instead of one and is highlighted in yellow. This was rectified in process as noted within the bidding documents which note that unit prices hold precedent. This increased the overall base bid amount of Halcomb by \$22,055.00 from those numbers as publicly read at the bid opening.

With our review, it is our opinion that the lowest responsible bidder is identified as Superior Excavating, LLC of Valley Center, KS. BG Consultants, Inc. recommends the City consider awarding the contract to Superior Excavating contingent upon CDBG/KDHE concurrence for the sum of \$1,741,416.06 (base bid only). This recommendation is based upon our opinion of the identification of the lowest responsible bidder for the project.



Council Action Items for Consideration

1. Award the contract to Superior Excavating contingent upon CDBG/KDHE concurrence for the sum of \$1,741,416.06.
2. Authorize Mayor and City Attorney to process all Contract Documents and proceed with construction.

As always, our staff will be available for questions pertaining to this project or recommendation.

Sincerely,

Thaniel Monaco, P.E.
Vice President

Attachments

1. Bid Tabulation

cc: KDHE
Amanda Horn, NCRPC

BID TABULATION
City of Marysville, Kansas
Lagoon / Wetland Treatment Improvements
BG Project No. 22-1177M
Bid Date: July 14, 2023

Base Bid											
General				EOPC		Superior Excavating		Halcomb Construction		Ebert Construction	
No	Description	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 80,000.00	\$ 80,000.00	\$ 25,000.00	\$ 25,000.00	\$ 351,163.89	\$ 351,163.89
2	Clearing and Grubbing	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 150,000.00	\$ 150,000.00	\$ 20,000.00	\$ 20,000.00	\$ 276,607.28	\$ 276,607.28
3	Seeding	25	AC	\$ 2,000.00	\$ 50,000.00	\$ 2,000.00	\$ 50,000.00	\$ 3,200.00	\$ 80,000.00	\$ 2,623.29	\$ 65,582.25
4	Erosion Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 45,000.00	\$ 45,000.00	\$ 12,000.00	\$ 12,000.00	\$ 27,813.34	\$ 27,813.34
Primary Lagoon Cell											
No	Description	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
5	Earthwork Cut	127,346	CY	\$ 5.00	\$ 636,731.00	\$ 1.98	\$ 252,145.08	\$ 3.00	\$ 382,038.00	\$ 5.14	\$ 654,558.44
6	Earthwork Fill	103,108	CY	\$ 5.00	\$ 515,540.00	\$ 1.50	\$ 154,662.00	\$ 1.50	\$ 154,662.00	\$ 2.63	\$ 271,174.04
7	Liner Construction (12" Thick)	29,559	CY	\$ 6.00	\$ 177,351.11	\$ 0.50	\$ 14,779.50	\$ 6.25	\$ 184,743.75	\$ 10.12	\$ 299,137.08
8	12" Diameter Gravity Sewer Main, DIP	166	LF	\$ 120.00	\$ 19,920.00	\$ 200.44	\$ 33,273.04	\$ 162.50	\$ 26,975.00	\$ 244.26	\$ 40,547.16
9	10" Diameter Gravity Sewer Main, PVC	683	LF	\$ 100.00	\$ 68,300.00	\$ 43.74	\$ 29,874.42	\$ 45.90	\$ 31,349.70	\$ 88.52	\$ 60,459.16
10	Full Depth Slope Protection, Complete In Place	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 603.00	\$ 1,206.00	\$ 750.00	\$ 1,500.00	\$ 6,320.72	\$ 12,641.44
11	Concrete Slope Protection	3,734	SY	\$ 60.00	\$ 224,056.67	\$ 35.44	\$ 132,332.96	\$ 38.60	\$ 144,132.40	\$ 104.33	\$ 389,568.22
12	Splash Pad	6	SY	\$ 100.00	\$ 600.00	\$ 35.45	\$ 212.70	\$ 38.60	\$ 231.60	\$ 1,523.82	\$ 9,142.92
13	Control Structure, Complete in Place	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 19,230.00	\$ 19,230.00	\$ 20,000.00	\$ 20,000.00	\$ 36,724.46	\$ 36,724.46
14	5' Diameter Standard MH (6' Depth)	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 6,920.00	\$ 13,840.00	\$ 4,675.00	\$ 9,350.00	\$ 9,697.54	\$ 19,395.08
15	5' Diameter Extra VF	6	LF	\$ 200.00	\$ 1,200.00	\$ 7,200.00	\$ 43,200.00	\$ 506.00	\$ 3,036.00	\$ 549.02	\$ 3,294.12
16	Security Fence	2,176	LF	\$ 15.00	\$ 32,640.00	\$ 28.82	\$ 62,712.32	\$ 11.40	\$ 24,806.40	\$ 30.68	\$ 66,759.68
17	Connect To Existing DIP	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,876.00	\$ 2,876.00	\$ 1,800.00	\$ 1,800.00	\$ 17,118.32	\$ 17,118.32
18	Lagoon Liner Testing	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	\$ 23,396.95	\$ 23,396.95	\$ 25,072.82	\$ 25,072.82
Wetland Development											
No	Description	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
19	Earthwork Cut	1,040	CY	\$ 5.00	\$ 5,200.00	\$ 1.98	\$ 2,059.20	\$ 6.00	\$ 6,240.00	\$ 8.64	\$ 8,985.60
20	Berm Fill	50,120	CY	\$ 5.00	\$ 250,599.07	\$ 1.50	\$ 75,180.00	\$ 6.00	\$ 300,720.00	\$ 8.39	\$ 420,506.80
21	Sand Fill	79,491	CY	\$ 4.00	\$ 317,964.40	\$ 1.50	\$ 119,236.50	\$ 6.50	\$ 516,691.50	\$ 8.39	\$ 666,929.49
22	Liner Construction (12" Thick)	24,951	CY	\$ 6.00	\$ 149,707.11	\$ 0.50	\$ 12,475.50	\$ 6.25	\$ 155,943.75	\$ 9.30	\$ 232,044.30
23	Cell Top Soil Fill	16,325	CY	\$ 5.00	\$ 81,626.25	\$ 1.00	\$ 16,325.00	\$ 6.00	\$ 97,950.00	\$ 4.03	\$ 65,789.75
24	12" Diameter Gravity Sewer Main, PVC	1,220	LF	\$ 120.00	\$ 146,400.00	\$ 62.51	\$ 76,262.20	\$ 36.30	\$ 44,286.00	\$ 112.05	\$ 136,701.00
25	8" Wetlands Piping, PVC	1,960	LF	\$ 120.00	\$ 235,200.00	\$ 36.50	\$ 71,540.00	\$ 15.38	\$ 30,144.80	\$ 103.08	\$ 202,036.80
26	12" x 8" 45 Degree Bend	5	EA	\$ 500.00	\$ 2,500.00	\$ 1,146.00	\$ 5,730.00	\$ 379.56	\$ 1,897.80	\$ 842.58	\$ 4,212.90
27	8" x 8" Tee	3	EA	\$ 500.00	\$ 1,500.00	\$ 306.00	\$ 918.00	\$ 182.66	\$ 547.98	\$ 579.28	\$ 1,737.84
28	8" x 8" Cross	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 634.00	\$ 2,536.00	\$ 400.31	\$ 1,601.24	\$ 1,359.11	\$ 5,436.44
29	8" Cap	24	EA	\$ 250.00	\$ 6,000.00	\$ 48.00	\$ 1,152.00	\$ 49.51	\$ 1,188.24	\$ 170.31	\$ 4,087.44
30	Connect to Existing Forcemain	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 8,040.00	\$ 8,040.00	\$ 1,500.00	\$ 1,500.00	\$ 14,515.50	\$ 14,515.50
31	Distribution Structure, Complete in Place	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 20,580.00	\$ 20,580.00	\$ 27,060.00	\$ 27,060.00	\$ 33,240.56	\$ 33,240.56
32	Control Structure, Complete in Place	2	LS	\$ 15,000.00	\$ 30,000.00	\$ 30,600.00	\$ 61,200.00	\$ 22,055.00	\$ 44,110.00	\$ 27,507.19	\$ 55,014.38
33	Security Fence	4,002	LF	\$ 15.00	\$ 60,030.00	\$ 28.82	\$ 115,337.64	\$ 11.40	\$ 45,622.80	\$ 30.52	\$ 122,141.04
34	Emergent Wetlands Mix Seeding	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 13,500.00	\$ 13,500.00	\$ 16,000.00	\$ 16,000.00	\$ 42,720.42	\$ 42,720.42
35	Wetland Liner Testing	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 19,602.85	\$ 19,602.85	\$ 7,845.68	\$ 7,845.68
Lagoon Wetlands Connection Structure Plan											
36	Sewer Bypass, Complete in Place	1	LS		\$ -	\$ 4,000.00	\$ 4,000.00	\$ 2,800.00	\$ 2,800.00	\$ 60,491.16	\$ 60,491.16
Total of All Unit Price BASE Bid Items					\$ 3,317,065.61		\$ 1,741,416.06		\$ 2,458,928.76		\$ 4,711,196.80
Alt Bid											
Erosion Protection											
No	Description	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Rock Rip Rap (4" D50)	934	CY	\$ 130.00	\$ 121,420.00	\$ 120.00	\$ 112,080.00	\$ 45.00	\$ 42,030.00	\$ 135.69	\$ 126,734.46
Total of All Unit Price Alt - Bid Items					\$ 121,420.00		\$ 112,080.00		\$ 42,030.00		\$ 126,734.46

July 19, 2023

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

RE: Wastewater Lagoon / Wetland Improvements
BG Project No. 22-1177M

Dear Mayor and Council Members:

As noted previously, on Friday, July 14, 2023 at 2:30 p.m., three (3) bids and an Engineer's Opinion of Probable Cost (EOPC) were received and read publicly for the above referenced project. One of the major points of this correspondence is to make sure that the City understands that this bid was for the scope of the project funded by a combination of CDBG & KDHE. This bid only includes the new primary lagoon cell, the wetland cells, and associated appurtenances for this work.

While this work is a major component of the overall wastewater treatment improvements, it is not the only scope that we are working towards as part of the system improvements. As included in the Preliminary Engineering Report, additional improvements were included for a new influent screening mechanism to be installed prior to the main lift station. Our office has performed preliminary design components on this and there are some other electrical improvements that may be included with this for the installation of Variable Frequency Drives (VFD's) on the lift station pumps to make that system more efficient. Another component of scope that may be included is the desludging of the existing primary lagoon cell, which was not directly included in the PER but is viable to be done through KDHE and the SRF program if the City so desires. This component was something that KDHE had included in their environmental assessment in case the City had funds to perform these activities.

So we wanted to update you on the scope and budgets that are currently established and where we are currently. The two scope components and budgets are shown in the Table below for reference. The lagoon / wetland current budget represents the lowest responsible bidder from July 14th. The screening / desludging is an estimation of the current costs and will be noted after the table.

Description	Original Budget	Current Budget
Construction: Lagoon/Wetland	\$1,986,000	\$1,741,416.06*
Construction: Screening / Desludging	\$1,257,400	\$1,154,000**
TOTAL	\$3,243,400	\$2,895,416.06

* Represents low bid from July 14th

** Current estimates

The current estimates of the remaining portions of the wastewater treatment improvements include:

- Screening: \$650,000
- Desludging: \$504,000 (14 Acres @ \$36K / acre)

Current projections of budget would currently project a construction budget approximately \$347,000 below initial construction projections.

Another component to discuss is the funding sources and amounts. Currently the City has the following available:

- CDBG: \$600,000 grant
 - Should be fully available to City.
- KDHE-SRF: \$3,187,400 Loan
 - Principal Forgiveness available for 30% up to a maximum of \$1M.
 - With full amount of SRF Loan shown above PF would be \$956K.
 - If Loan amount need is reduced, PF will be proportionally reduced.

This information is being provided to allow a discussion of the current bidding award and understanding of future work scope and budget that will be required for the remaining improvements. As always, our staff will be available for questions pertaining to this project or recommendation.

Sincerely,



Thaniel Monaco, P.E.
 Vice President

cc: Amanda Horn, NCRPC

RESOLUTION NO. 2023-38

**RESOLUTION FOLLOWING HEARING ON NUISANCE
VIOLATION BEFORE THE GOVERNING BODY ON JULY 24, 2023**

WHEREAS, pursuant to Chapter 8, Article 2 of the Code of the City of Marysville, Kansas, notice was given to Ron L .and Debra L Sparks with regard to 303 North Street, Marysville, Marshall County, Kansas, on May 19, 2023, regarding violations of Chapter **8-201** of said Code (commonly referred to as the Health and Welfare Code); and

WHEREAS Ronald or Debra did not request a hearing, nor did they appear on June 12, 2023, as pursuant to the Code of the City of Marysville; however, the Governing Body did discuss the alleged violations as aforementioned on July 24, 2023, and

WHEREAS the Governing Body indicated the following deadline would apply for compliance in the area of concern: The area of 303 North Street, Marysville, Marshall County, Kansas, shall be in compliance prior to July 23, 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 August 3, 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 24th day of July 2023, by the Governing Body of the City of Marysville, Kansas.

FORMALIZED IN WRITING ON THIS 24th DAY OF JULY 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: 5/19/2023

OWNER AND/OR TENANT: Ronald L. & Debra L. Sparks

LOCATION OF INSPECTION: 303 North 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 appliances, lumber, metal, 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 **6/12/2023** at 7:00 p.m.

A follow-up inspection will be conducted on **6/1/2023** 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 7/17/2023





RESOLUTION NO. 2023-39

RESOLUTION FOLLOWING HEARING ON NUISANCE VIOLATION BEFORE THE GOVERNING BODY ON JULY 24, 2023

WHEREAS, pursuant to Chapter 8, Article 2 of the Code of the City of Marysville, Kansas, notice was given to Danny Childers and John J. and Ruth A Huninghake with regard to 410 Carolina Street, Marysville, Marshall County, Kansas, on June 22, 2023, regarding violations of Chapter 8-201 of said Code (commonly referred to as the Health and Welfare Code); and

WHEREAS Danny Childers or John J and Ruth A Huninghake did not request a hearing, nor did they appear on July 24, 2023, as pursuant to the Code of the City of Marysville; however, the Governing Body did discuss the alleged violations as aforementioned on July 24, 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 July 11, 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 August 3, 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 24th day of July 2023, by the Governing Body of the City of Marysville, Kansas.

FORMALIZED IN WRITING ON THIS 24th DAY OF JULY 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: 6/22/2023

OWNER AND/OR TENANT: Danny Childers /John J. & Ruth A. Huninghake

LOCATION OF INSPECTION: 410 Carolina 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 fence metal , barrels, and all miscellaneous items that are no longer being used. 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 **7/24/2023** at 7:00 p.m.

A follow-up inspection will be conducted on **7/11/2023** 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.**

Please be advised that should you fail to properly abate the nuisance or request a hearing, the City will abate the violation and seek recovery of the costs incurred, including administrative fees, mowing costs, attorney fees and publication costs, from you. The minimum City charge is \$325, which could increase by \$105 per hour depending upon the length of time required for the abatement.

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 7/18/2023











RESOLUTION NO. 2023-40

**RESOLUTION FOLLOWING HEARING ON NUISANCE
VIOLATION BEFORE THE GOVERNING BODY ON JULY 24, 2023**

WHEREAS, pursuant to Chapter 8, Article 2 of the Code of the City of Marysville, Kansas, notice was given to Roger A Miller with regard to 504 Spring Street, Marysville, Marshall County, Kansas, on May 31, 2023, regarding violations of Chapter **8-201** of said Code (commonly referred to as the Health and Welfare Code); and

WHEREAS Roger Miller did not request a hearing, nor did he appear on June 26, 2023, as pursuant to the Code of the City of Marysville; however, the Governing Body did discuss the alleged violations as aforementioned on July 24, 2023, and

WHEREAS the Governing Body indicated the following deadline would apply for compliance in the area of concern: The area of 504 Spring Street, Marysville, Marshall County, Kansas, shall be in compliance prior to June 26, 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 August 3, 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 24th day of July 2023, by the Governing Body of the City of Marysville, Kansas.

FORMALIZED IN WRITING ON THIS 24th DAY OF JULY 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: 5/31/2023

OWNER AND/OR TENANT: Roger A. Miller

LOCATION OF INSPECTION: 504 Spring 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 lumber, fence, 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 **6/26/2023** at 7:00 p.m.

A follow-up inspection will be conducted on **6/12/2023** 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.

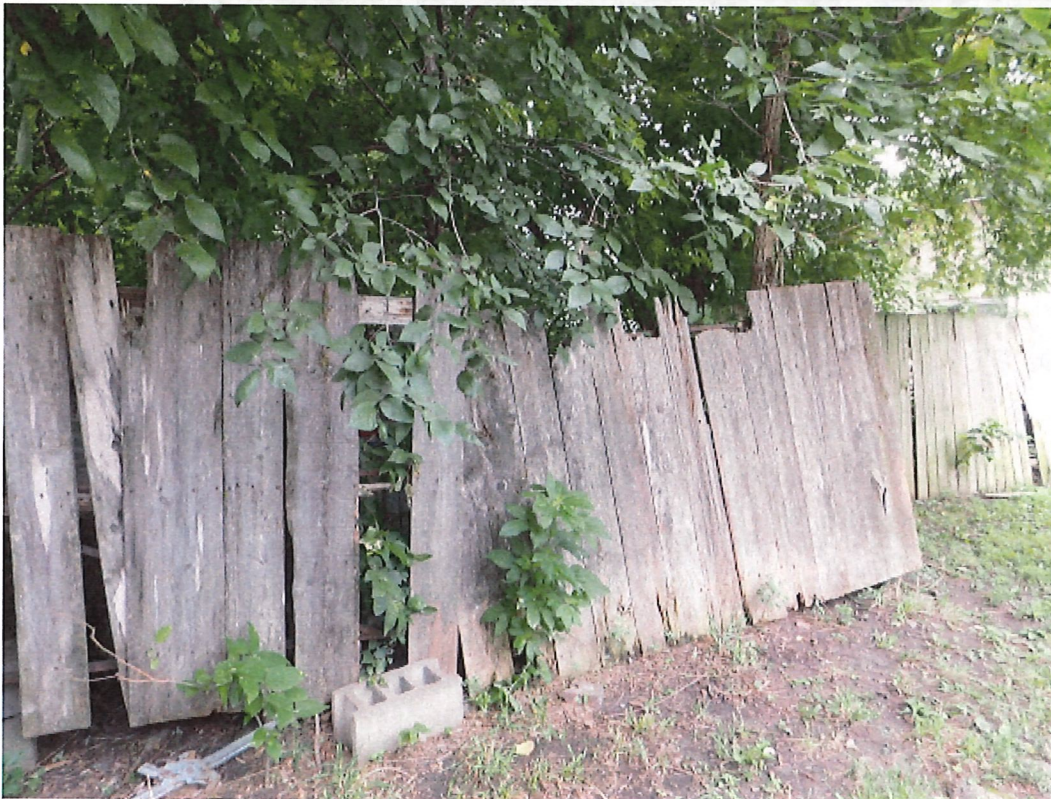
Thank you for your cooperation in this matter.

Robert Stock
Code Enforcement Officer





Updated 7/18/2023









(First Published in the Marysville Advocate, Official City Newspaper
on Thursday June 15, 2023)

RESOLUTION NO. 2023-22

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 24, 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, 5, and 6, Block 67, Palmetto, Marshall County, Kansas (commonly known as 1301 Calhoun, 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 12th day of June, 2023.

Jason Barnes, Mayor

ATTEST:

Lucinda Holle, City Clerk

(First Published in the Marysville Advocate, Official City Newspaper
on Thursday June 15, 2023)

RESOLUTION NO. 2023-23

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 24, 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 7, Block 22, Palmetto, Marshall County, Kansas (commonly known as 500 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 12th day of June, 2023.

Jason Barnes, Mayor

ATTEST:

Lucinda Holle, City Clerk

(First Published in the Marysville Advocate, Official City Newspaper
on Thursday June 15, 2023)

RESOLUTION NO. 2023-24

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 24, 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 8, Block 22, Palmetto, Marshall County, Kansas (commonly known as 502 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 12th day of June, 2023.

Jason Barnes, Mayor

ATTEST:

Lucinda Holle, City Clerk

(First Published in the Marysville Advocate, Official City Newspaper
on Thursday June 15, 2023)

RESOLUTION NO. 2023-25

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 24, 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 7 & 8, Block 52, Palmetto, Marshall County, Kansas (commonly known as 300 Calhoun, 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 12th day of June, 2023.

Jason Barnes, Mayor

ATTEST:

Lucinda Holle, City Clerk

CONVENTION AND TOURISM

DATE	EVENT	FUND USE	AMT	PREV. AMT	COMMENTS
7/11/2023	Kansas Tourism & Travel	Registration	\$275.00	\$ -	Registration paid by City, Reimburse mileage & motel approx total \$1158.99
	Industry Association Conference	Motel	\$522.99		
		Mileage	\$361.00		
				\$ -	
				\$ -	
				\$ -	

\$1,158.99

JULY 24, 2023 -----ORDINANCE NO. 3802

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:

FUND		
100	GENERAL	\$ 118,682.20
200	WATER REVENUE	41,395.81
300	SEWAGE REVENUE	64,448.24
400	STREET & HIGHWAY	6,615.60
405	SEWAGE REPLACEMENT	1,875.21
409	BOND & INTEREST ACCOUNT #1	123,137.50
512	LIBRARY REVOLVING	8,250.78
600	SWIM POOL SALES TAX	17,571.06
707	KOESTER BLOCK MAINTENANCE	1,152.28
711	EMPLOYEE BENEFIT	31,058.09
715	TRANSIENT GUEST TAX	10,127.89
800	SALES TAX	<u>41,077.99</u>
	TOTAL ORDINANCE	\$ 465,392.65

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3802 7/24/23

Date: 07/20/2023

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ACKERMAN LOCK & KEY	523	4 DUPLICATE KEYS FOR MAIN STREET OFFICE	0	00/00/0000	21.80
				Vendor Total:	21.80
ADVANCE INSURANCE COMPANY	997	LIFE INSURANCE PREMIUM AUGUST	0	00/00/0000	278.25
				Vendor Total:	278.25
ADVANTAGE COMPUTER-JAYHAW	1949	SOFTWARE SUPPORT ANNUAL MUNICIPAL COURT8/17/23-8/16/24 + Data Storage	0	00/00/0000	1,105.00
				Vendor Total:	1,105.00
AFLAC-REMITTANCE PROCESS SE	528	INSURANCE PREMIUM JULY	0	00/00/0000	1,236.06
				Vendor Total:	1,236.06
BEATRICE CONCRETE CO., INC.	2068	2 YD CONCRETE 20TH/JENKINS	0	00/00/0000	407.40
				Vendor Total:	407.40
BG CONSULTANTS, INC.	0823	DESIGN PHASE PJT 23-1183M ENGINEER SERV HWY 77 CCLIP	0	00/00/0000	7,722.00
				Vendor Total:	7,722.00
BLACK SQUIRREL ENTERTIANMEN	2908	DJ SERVICE-NATIONAL NIGHT OUT 8/1/23 RVCRI GRANT FUNDED	0	00/00/0000	250.00
				Vendor Total:	250.00
BLUE CROSS BLUE SHIELD INSUR	0091	HEALTH INSURANCE PREMIUM AUG + Dental	0	00/00/0000	30,972.93
				Vendor Total:	30,972.93
BOLTON & MC NISH LLC	1688	LEGAL SERVICES-JUNE	0	00/00/0000	918.75
				Vendor Total:	918.75
BOND & INTEREST ACCOUNT #1	0066	TRANSFER WATER TOWER PJT	0	00/00/0000	13,250.00
				Vendor Total:	13,250.00
BOND & INTEREST ACCOUNT #1A	332	TRANSFER LAGOONS	0	00/00/0000	4,115.00
				Vendor Total:	4,115.00
BUILDEX	2620	88.8CY HAYDITE-AGGREGATE FOR STREET SEALING 3/8X1/4	0	00/00/0000	6,615.60
				Vendor Total:	6,615.60
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	1,250.00
				Vendor Total:	1,250.00
CES GROUP P.A.	0172	ENGINEER SANITARY SEWER REPAIR CENTER ST BY KDOT OFFICE-BID + HWY 36 manhole Project- Bid Serv.	0	00/00/0000	3,568.33
				Vendor Total:	3,568.33
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #678	50862	07/12/2023	58,955.17 H
				Vendor Total:	58,955.17
CNA SURETY	2574	BOND#64713503N BRYANT FRERKING NOTARY 7/10/23-7/10/27	50859	07/12/2023	50.00 H
				Vendor Total:	50.00
CNH CAPITAL	1783	RESCUE SAW,CHAINSAW CHAINS, BAR,SHARPEN,RPR HOT SAW,ETC	50867	07/13/2023	2,189.81 H
				Vendor Total:	2,189.81
COMMERCE BANK-COMMERCIAL (2055	TARGETS,ICMA CONF,FURNACE FILTERS,PARKING SIGNS,ETC	50864	07/13/2023	2,191.70 H
				Vendor Total:	2,191.70
CONVENTION & TOURISM	0680	REIMBURSE FACEBOOK ADS-SKYFEST ASHLEY KRACHT	0	00/00/0000	338.50
				Vendor Total:	338.50
CREATIVE CARNIVALS&EVENTS L	2912	INFLATABLES/GAMES RENTAL FOR NATIONAL NIGHT OUT AUG 1ST	0	00/00/0000	2,350.00
				Vendor Total:	2,350.00

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
CROME LUMBER INC.	2235	NOZZLE,NUTS,HOSE MENDER,SCREWS &CABLE CLAMP	0	00/00/0000	36.86
				Vendor Total:	36.86
DEATH INVESTIGATION TRAINING	2799	CERTIFICATION RETESTING FEE ANNE ESCALANTE	0	00/00/0000	50.00
				Vendor Total:	50.00
EDWARDS' QUARRY & TRUCKING	1644	155.3 TON RIP RAP,239.37 TON GRAVEL/TRUCKING W/ MVILL TWNSH	0	00/00/0000	5,659.02
				Vendor Total:	5,659.02
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	17,896.69
				Vendor Total:	17,896.69
EHNEN'S AUTOMOTIVE	2082	RADIATOR HOSE, FUEL PUMP, FILTERS, ADAPTER, & CLAMPS	0	00/00/0000	251.56
				Vendor Total:	251.56
EMC INSURANCE COMPANIES	905	INSURANCE ADD (2) 2023 DODGE DURANGOS #1007&1009 POLICE DEP	0	00/00/0000	1,935.00
				Vendor Total:	1,935.00
EVERGY	1401	ELECTRICITY KOESTER RESTAURANT 908 ELM 6/9/23-7/11/23	50869	07/19/2023	31.06 H
				Vendor Total:	31.06
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	3,333.00
				Vendor Total:	3,333.00
FIRST COMMERCE BANK	1541	SEWER VAC TRUCK LEASE PAYMENT	0	00/00/0000	43,211.45
				Vendor Total:	43,211.45
GARDEN OF EDEN	0143	FLOWERS DELIVERED-WOHLBRANDT FUNERAL	0	00/00/0000	45.00
				Vendor Total:	45.00
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	40,333.00
				Vendor Total:	40,333.00
GODFREY'S	2704	BELLATOR III SHIELD	0	00/00/0000	3,805.20
				Vendor Total:	3,805.20
HAWKINS, INC	1493	POOL CHEMICALS-AZONE&CALCIUM HYPOCHLORITE GRANULAR	0	00/00/0000	2,399.61
				Vendor Total:	2,399.61
HOMETOWN LUMBER, INC.	987	JIG SAW,BATTERY,SPREADER,KNIFE LIGHTS,TREATED LUMBER,BITS,ETC	0	00/00/0000	1,434.05
				Vendor Total:	1,434.05
HONEYMAN AUTO SALES & SERVI	2694	TESTED BATTERY,RPR TIRE,&TPMS SENSOR #1000	0	00/00/0000	151.20
				Vendor Total:	151.20
IDNTITEEZ	1957	82 T-SHIRTS SKYFEST VOLUNTEERS LESS SPONSORSHIP&RED CANVAS	0	00/00/0000	662.00
				Vendor Total:	662.00
IRON HORSE TRAINING & FITNESS	2821	EMPLOYEE MEMBERSHIPS	0	00/00/0000	97.00
				Vendor Total:	97.00
JOHN DEERE FINANCIAL	2322	WRENCH SETS,SOAKER HOSE,WD40, FURNACE FILTERS,A/C REFILL,ETC	50860	07/12/2023	126.92 H
				Vendor Total:	126.92
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS + Optinal Group Life	0	00/00/0000	10,673.88
				Vendor Total:	10,673.88
KA-COM, INC.	2030	REMOVED EQUIPMENT #1000,RPR RADIO KNOB-KERN,&SHIPPING	0	00/00/0000	698.82

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>698.82</u>
KANSAS CHILDREN'S DISC CENTE	2906	MOBILE MUSEUM FOR NATIONAL NIGHT OUT AUGUST 1ST	0	00/00/0000	1,872.00
				Vendor Total:	<u>1,872.00</u>
KANSAS DEPT OF HEALTH	0151	LAB SERVICES 2ND QTR 2023 DRINK WATER,VOLATILES,&NITRATE	0	00/00/0000	254.00
				Vendor Total:	<u>254.00</u>
KANSAS ONE-CALL SYSTEM, INC	838	83 LOCATES-JUNE	0	00/00/0000	99.60
				Vendor Total:	<u>99.60</u>
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER MS20DM000070	0	00/00/0000	307.85
				Vendor Total:	<u>307.85</u>
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE-JUNE	0	00/00/0000	1,741.93
				Vendor Total:	<u>1,741.93</u>
KANSAS STATE TREASURER (WIR	0094	INT-WATER TOWER REFUND BONDS 2015 0194040815358	0	00/00/0000	123,137.50
				Vendor Total:	<u>123,137.50</u>
KANSAS WATER FEE	1423	WATER PROTECT/CLEAN DRINK FEES 2ND QTR 2023	0	00/00/0000	1,816.91
				Vendor Total:	<u>1,816.91</u>
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHELD	0	00/00/0000	3,217.79
				Vendor Total:	<u>3,217.79</u>
KRAMER OIL CO., INC	0035	GASOLINE, DIESEL, & ANTIFREEZE	50861	07/12/2023	8,246.04 H
				Vendor Total:	<u>8,246.04</u>
STEVEN ALLEN KRAUSHAAR	0974	COURT APPOINTED SERVICES-5 CASES	0	00/00/0000	500.00
				Vendor Total:	<u>500.00</u>
WAYNE ALLEN KRUSE	2909	C&T DIRECTOR SALARY-CONTRACT APPROVED 7/10/23	0	00/00/0000	2,500.00
				Vendor Total:	<u>2,500.00</u>
KS EMPLOYMENT SECURITY FUNI	0105	CONTRIBUTIONS 2ND QTR 2023	0	00/00/0000	531.79
				Vendor Total:	<u>531.79</u>
LANDOLL COMPANY LLC	0093	METAL PLATE FOR 15TH STREET MANHOLE	0	00/00/0000	255.58
				Vendor Total:	<u>255.58</u>
LIFEGUARD STORE, INC	1554	1 SWIM SUIT	0	00/00/0000	40.00
				Vendor Total:	<u>40.00</u>
MAR KAN SALES CO.	0121	POOL CONCESSIONS-CHIPS,CANDY, GOLDFISH,PICKLES,PRETZELS,ETC	0	00/00/0000	3,509.20
				Vendor Total:	<u>3,509.20</u>
MARSHALL CO TRANSFER STATIC	664	LANDFILL FEES-TRASH & BUCKETS	0	00/00/0000	23.65
				Vendor Total:	<u>23.65</u>
MARSHALL COUNTY SPORTS & RE	3303	RECREATION SERVICES 3RD QTR 2023	50863	07/12/2023	17,000.00 H
				Vendor Total:	<u>17,000.00</u>
MARYSVILLE ADVOCATE	0017	BID INVITE-LAGOON PJT,RES2023 -12,13,14,16,22-25,30&29-CONDM	0	00/00/0000	2,294.38
				Vendor Total:	<u>2,294.38</u>
MARYSVILLE FIRE DEPARTMENT	1345	FIREMENS CONTRIBUTIONS-JULY	0	00/00/0000	230.00
				Vendor Total:	<u>230.00</u>
NEMAHA MARSHALL R E C	1044	ELECTRICITY-ST LIGHTS, WELLS,& LIFT STATION + Billboard	50868	07/19/2023	2,117.79 H
				Vendor Total:	<u>2,117.79</u>

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
NETWORK COMPUTER SOLUTION	2223	AV DEFENDER ALERT&INTERVIEW ROOM UPLOAD ISSUE-POLICE DEPT	0	00/00/0000	371.25
				Vendor Total:	371.25
NORDHUS MOTOR CO., INC	0120	RPL CRANK SENSOR,SPARK PLUGS, &PLUG WIRES #5565	0	00/00/0000	557.28
				Vendor Total:	557.28
OR-AL QUARRIES, INC.	1678	1.5" MIX ROCK 74.58 TONS	0	00/00/0000	607.83
				Vendor Total:	607.83
O'REILLY AUTOMOTIVE, INC	2668	RESERVOIR,MUFFLER,CLAMP,FUSE, BATTERIES,&SEAFOAM	50865	07/13/2023	153.31 H
				Vendor Total:	153.31
PEPSI-COLA BOTTLING CO.	0478	POOL CONCESSIONS-WATER,POP, GATORADE,ETC	0	00/00/0000	1,135.90
				Vendor Total:	1,135.90
PETTY CASH (MUNICIPAL COURT)	427	STAMPS & BOX	0	00/00/0000	79.15
				Vendor Total:	79.15
PETTY CASH FUND (GENERAL)	0063	POSTAGE MAIL WATER SAMPLES,TAG #1007,&FOOD FOR WORKSHOP	0	00/00/0000	213.43
				Vendor Total:	213.43
PITNEY BOWES RESERVE ACCOU	2477	POSTAGE FOR METER	0	00/00/0000	1,000.00
				Vendor Total:	1,000.00
PONY EXPRESS VETERINARY CLII	452	EUTHANIZE/BOARD CATS/DOGS	0	00/00/0000	129.00
				Vendor Total:	129.00
PRAIRIE FIRE COFFEE SYSTEMS	0229	COFFEE-STREET DEPARTMENT	0	00/00/0000	290.50
				Vendor Total:	290.50
PRINTGLOBE LLC	2911	500 CHILD IDENTIFICATION KITS NATIONAL NIGHT OUT	0	00/00/0000	681.72
				Vendor Total:	681.72
RAINBOW FIREWORKS INC	2893	DONATIONS FOR FIREWORKS SHOW JULY 8TH	0	00/00/0000	5,964.40
				Vendor Total:	5,964.40
REWIND BAND	2910	PERFORMANCE-NATIONAL NIGHT OUT AUGUST 1ST	0	00/00/0000	700.00
				Vendor Total:	700.00
SCHROLLER COLLISION CENTER	1373	TOW WHITE FORD MUSTANG FROM MANHATTAN TO COUNTY ANNEX	0	00/00/0000	245.00
				Vendor Total:	245.00
SECURITY EQUIPMENT INC	2676	KOESTER MUSEUM MONITORING/SERV AGREEMTN 8/1/23-10/31/23	0	00/00/0000	487.35
				Vendor Total:	487.35
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	4,165.00
				Vendor Total:	4,165.00
SLUPS REPAIR	2282	TIRE RPR-TRAILER,RPL BLINKER & TAIL LIGHT BULBS #1004	0	00/00/0000	54.57
				Vendor Total:	54.57
SWIMMING POOL REIMBURSEMEN	2494	REIMBURSE LIFEGUARD CERT CLASS 3 Lifeguards	0	00/00/0000	660.00
				Vendor Total:	660.00
TEMPS DISPOSAL SERVICE INC	0012	TRASH SERVICE-JUNE	0	00/00/0000	499.40
				Vendor Total:	499.40
TMHC SERVICES, INC.	1907	ALCOHOL/DRUG TESTING,ADMIN FEE PRE-EMPL-FODERINGHAM&LINKUGEL	0	00/00/0000	346.55

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>346.55</u>
TRACTOR SUPPLY CREDIT PLAN	2907	1 GALLON SPRAYER, CYLENCE, & CASTER SWIVELS	50866	07/13/2023	101.60 H
				Vendor Total:	<u>101.60</u>
TRUCK REPAIR PLUS, INC.	1715	SERV/INSP&RPR RADIATOR HOSE #6607&FRONT END SHAKE #2522	0	00/00/0000	1,555.78
				Vendor Total:	<u>1,555.78</u>
UNITED PEST CONTROL, INC	712	PEST CONTROL-POLICE DEPARTMENT BIMONTHLY	0	00/00/0000	80.00
				Vendor Total:	<u>80.00</u>
WATER UTILITY RESERVE FUND	1989	TRANSFER PER BUDGET	0	00/00/0000	5,000.00
				Vendor Total:	<u>5,000.00</u>
				Grand Total:	465,392.65
				Less Credit Memos:	0.00
				Net Total:	<u>465,392.65</u>
				Less Hand Check Total:	91,163.40
				Outstanding Invoice Total :	<u>374,229.25</u>
	Total Invoices:	97			

City Administrator's Report

7/20/2023

7/24/2023 Council Meeting

1. Verizon Cell Tower Agreement

Included is a proposed agreement for a cell tower proposed to be built on city property on south 17th Street in the Industrial Park. The tower would almost be 200 feet tall and look to improve Verizon service to Marysville. I am recommending treating this as a first reading of the agreement and just use it as discussion and a chance to ask questions.

Pages: 83-95

2. 8th Street/Elm Street Waterline Project

Included is the bid tab and three bids from the contractors that submitted for the waterline project on 8th Street and Elm Street. The low bid came in at \$428,963 from Jadwin Construction.

Pages: 96-99

3. Junkyard Information

At the last meeting the council requested information on where junkyards could be placed and how they could be established. Included are excerpts from the Unified Land Development Code explaining how junkyards are established and the draft Zoning Map showing where they can exist in the city.

Pages: 100-107

4. Boy Scout/Girl Scout Cabins

At the last meeting, a letter was presented to the council from the Girl Scouts stating that they no longer wished to utilize our property for their organization. As a result, the council requested information on both the buildings that were being utilized for the Boy Scouts and Girl Scouts. Included is information on the current conditions of the facilities and a little history of how they came to be the city's property.

Pages: 108-123

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made this ____ day of _____, 20____, by and between the City of Marysville, Kansas, with its principal offices located at 209 North 8th Street, Marysville, Kansas 66508 ("LESSOR"), and Alltel Corporation d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** LESSOR hereby grants to LESSEE the right to install, maintain, replace, add and operate communications equipment ("Use") upon a portion of that real property owned, leased or controlled by LESSOR located at _____, Marysville, Marshall County, Kansas (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is approximately 3,600 square feet, together with the Easements granted pursuant to **Paragraph 5** (collectively, the "Premises"), as shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month after LESSEE begins installation of LESSEE's communications equipment on the Premises (the "Commencement Date") and will be acknowledged by the Parties in writing, including electronic mail.

3. **EXTENSIONS.** The initial term of this Agreement shall automatically be extended for four (4) additional 5-year terms unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the then current extension term. The initial term and any extension terms shall be collectively referred to herein as the "Term".

4. **RENTAL.**

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$11,400.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 209 North 8th Street, Marysville, Kansas 66508, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with **Paragraph 19** below. The initial rental payment shall be delivered by LESSEE no later than 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. The annual rental for each of the first, second, third and fourth five-year extension terms shall be increased at the commencement of each such term by an amount equal to 5% of the annual rental payable with respect to the immediately preceding lease year.

c. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS/UTILITIES. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along rights-of-way ("Easements"), which shall be depicted on Exhibit "B". LESSEE may use the Easements for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services, as deemed necessary or appropriate by LESSEE for the operation of its communications equipment. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in **Paragraph 23**).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to LESSEE, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any Exhibit. Notwithstanding the foregoing, and except to the extent of modifications or additions permitted by applicable laws, LESSEE must obtain LESSOR's consent and prior approval, for any modifications or additions which increase the width or height of the tower structure, or the equipment thereon, the width, height or length of the fencing and other screening, or the addition of other improvements on the LESSEE's Premises. Before commencing any such modifications or additions, LESSEE shall submit plans and specifications to the LESSOR for the LESSOR's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. All work to be done by LESSEE shall be performed in accordance with the approved plans unless otherwise approved in writing by the LESSOR, which approval shall not be unreasonably withheld, conditioned or delayed. Where consent is required, LESSOR may not condition its consent on an increase in rent for any LESSEE modification or addition unless LESSEE is increasing the size of the Premises, in which event any rent increase shall be proportionate to the additional ground space to be included in the Premises.

8. GOVERNMENTAL APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be

required by any Federal, State or Local authorities (collectively, the "Governmental Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Governmental Approvals. Notwithstanding anything contained herein to the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws. Further, and notwithstanding anything contained herein to the contrary, LESSEE's proposed construction and use of the Property is subject the existing and lawful zoning and permitting ordinances of the City of Marysville and the LESSEE shall be required to comply with existing and lawful regulatory ordinances now in place. The LESSOR, including without limitations, its zoning board, planning commission and regulatory agencies, is not under any obligation to approve any application submitted by the LESSEE.

9. **TERMINATION.** LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Governmental Entity; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. **INDEMNIFICATION.** Subject to **Paragraph 11**, and to the extent permitted by law, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against any and all claims of liability or loss (including reasonable attorney's fees, expenses, and defense costs incurred by the indemnified Party) from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. **INSURANCE.** The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. Each Party shall be included under as an additional insured as their interest may appear under this Agreement on the other Party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each Party agrees to waive subrogation against the other Party and to ensure said waiver is recognized by the insurance policies insuring the property.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to **Paragraphs 10 and 23**, a violation of **Paragraph 28**, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's use of the Property and equipment situated thereon. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of LESSEE. LESSOR's use of the Property for the storage and delivery of water shall be entitled to priority over any other use.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Monitoring Center (at (800) 264-6620) or to LESSOR (at (785) 562-5331), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Within 90 days of the expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

15. INTENTIONALLY OMITTED.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR

shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

19. NOTICE. Except for notices permitted via telephone in accordance with **Paragraph 13**, or via electronic mail in accordance with **Paragraph 2**, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Marysville, Kansas
Attention: City Administrator
209 North 8th Street
Marysville, Kansas 66508

LESSEE: Alltel Corporation
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUBORDINATION AND NON-DISTURBANCE.

a. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) and any required consent from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be

subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

b. Notwithstanding any provision to the contrary, LESSEE shall not be permitted to mortgage or cause any lien to be placed upon the Property. With respect to the LESSOR, this provision shall not apply to any general obligation bond issuance of the City of Marysville, Kansas or any of its agencies, building commissions or boards.

21. **DEFAULT.** It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this **Paragraph 21** do not extend the period of time in which either Party has to cure interference pursuant to **Paragraph 13** of this Agreement.

22. **REMEDIES.** In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized

invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. To the extent permitted by law, LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue, except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

27. TAXES.

a. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and

LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this **Paragraph 27**, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

b. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any Tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to Taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any Taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any Taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

28. PUBLIC RECORDS. LESSEE acknowledges that information submitted to the LESSOR may be open to public inspection and disclosure under the provisions of Kansas' Open Records Act, codified at K.S.A. 45-215 through 45-223. LESSEE may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the LESSOR as confidential. LESSEE shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the LESSOR. The LESSOR shall treat any information so marked as confidential until the LESSOR receives any request for disclosure of such information. The LESSOR shall provide LESSEE with written notice of the request, including a copy of the request, to LESSEE at Verizon Wireless – West Territory, Attention: Real Estate Manager, 10740 Nall Ave., Suite 400, Overland Park, Kansas 66211, within three (3) working days of receiving the request. LESSEE shall then provide a written response to the LESSOR within three (3) working days, by either authorizing the disclosure or advising of its election to seek a protective order. If LESSEE chooses to seek an appropriate protective order, the LESSOR will refrain from disclosing such information (unless legally compelled to do so) until the request for a protective order is resolved, and will then comply with any validly-issued protective order. The LESSOR retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable Laws.

29. SIMILAR TERMS AND CONDITIONS. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the Parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and

conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

30. LESSOR'S EQUIPMENT. LESSOR shall have the right to install on LESSEE's tower (at a location acceptable to LESSEE, in its sole discretion) electronic equipment for its use, provided the following conditions are satisfied: (i) there is space available on the tower; (ii) LESSOR's equipment will not cause measurable interference to the then existing equipment of LESSEE; (iii) LESSOR pays LESSEE's standard administrative, engineering, application and other fees applicable to collocations on LESSEE's towers; (iv) the Parties mutually agree with regard to the rent to be paid by LESSOR (if any), and (v) the foregoing is set forth in LESSEE's standard form of collocation agreement and executed by the Parties.

31. JOINT AND SEVERAL LIABILITY. If LESSOR is comprised of more than one person or entity, the obligations hereunder imposed on LESSOR shall be joint and several obligations of all such parties. All notices, payments, and agreements given or made by, with or to any one of such persons or entities shall be deemed to have been given or made by, with or to all of them.

32. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

LESSOR:

City of Marysville, Kansas

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

Alltel Corporation

d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

PROPERTY DESCRIPTION

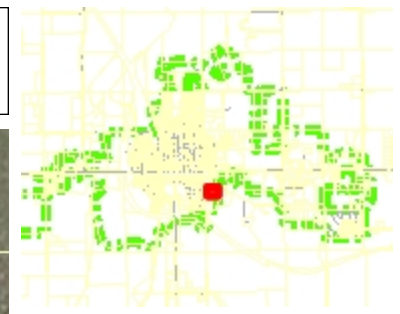
LOT 8 IN THE CITY OF MARYSVILLE INDUSTRIAL PARK #1, MARYSVILLE, MARSHALL COUNTY, KANSAS.

EXHIBIT "B"
PREMISES DESCRIPTION

KS04 Marysville DT (MDG# 5000887113) - Land Lease Agreement
Updated 6.1.22

Exhibit "B"
Page 1 of ____

Proposed Verizon Cell Tower Location



Legend

- Parcel
- Roads

1 in. = 89ft.



178.0 0 88.98 178.0 Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Proposed location is south of the water plant.

Owner: City of Marysville

Project: Elm Street Water Line

BID TABULATION

Bid Date: July 19, 2023

Time: 2:00 PM

Bid Location: City Hall - Marysville

ITEM No.	PAY ITEM DESCRIPTION	EST. QUAN	UNIT	Engineer's Estimate CES Group Inc.		Nowak Construction Goddard, KS		Jadwin Construction Hiawatha, KS		J&K Contracting Junction City, KS	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION

BASE BID

1.	Mobilization	1	L.S.			\$ 55,725.00	\$ 55,725.00	\$ 48,000.00	\$ 48,000.00	\$ 42,000.00	\$ 42,000.00
2.	8-in C900 DR18 PVC Pipe w/ Tracer Wire	1103	L.F.			\$ 230.00	\$ 253,690.00	\$ 220.00	\$ 242,660.00	\$ 220.00	\$ 242,660.00
3.	8-in Gate Valve w/ Valve Box	5	EA.			\$ 4,400.00	\$ 22,000.00	\$ 2,640.00	\$ 13,200.00	\$ 3,000.00	\$ 15,000.00
4.	3-way Fire Hydrant Assembly	2	EA.			\$ 9,900.00	\$ 19,800.00	\$ 7,700.00	\$ 15,400.00	\$ 8,500.00	\$ 17,000.00
5.	Connect to Existing System (6-in)	1	EA.			\$ 5,600.00	\$ 5,600.00	\$ 5,338.00	\$ 5,338.00	\$ 6,000.00	\$ 6,000.00
6.	Connect to Existing System (8-in)	2	EA.			\$ 5,900.00	\$ 11,800.00	\$ 5,840.00	\$ 11,680.00	\$ 6,400.00	\$ 12,800.00
7.	Service Connection	14	EA.			\$ 1,300.00	\$ 18,200.00	\$ 940.00	\$ 13,160.00	\$ 1,050.00	\$ 14,700.00
8.	1-in HDPE Service Line w/ Tracer Wire	557	L.F.			\$ 53.00	\$ 29,521.00	\$ 74.00	\$ 41,218.00	\$ 82.00	\$ 45,674.00
9.	2-in HDPE Service Line w/ Tracer Wire	69	L.F.			\$ 66.00	\$ 4,554.00	\$ 85.00	\$ 5,865.00	\$ 94.00	\$ 6,486.00
10.	ARM Meters	1	EA.			\$ 962.00	\$ 962.00	\$ 103.00	\$ 103.00	\$ 115.00	\$ 115.00
11.	Meter Pit	1	EA.			\$ 1,700.00	\$ 1,700.00	\$ 1,922.00	\$ 1,922.00	\$ 2,115.00	\$ 2,115.00
12.	Seeding	1	L.S.			\$ 4,550.00	\$ 4,550.00	\$ 6,154.00	\$ 6,154.00	\$ 7,000.00	\$ 7,000.00
13.	Traffic Control	1	L.S.			\$ 7,500.00	\$ 7,500.00	\$ 8,400.00	\$ 8,400.00	\$ 10,000.00	\$ 10,000.00
14.	Erosion Control	1	L.S.			\$ 5,150.00	\$ 5,150.00	\$ 2,200.00	\$ 2,200.00	\$ 2,500.00	\$ 2,500.00
15.	Abandon 4-in Waterline	1	EA.			\$ 1,350.00	\$ 1,350.00	\$ 2,887.00	\$ 2,887.00	\$ 3,175.00	\$ 3,175.00
16.	Abandon 6-in Waterline	1	EA.			\$ 1,350.00	\$ 1,350.00	\$ 2,928.00	\$ 2,928.00	\$ 3,220.00	\$ 3,220.00
17.	Abandon 8-in Waterline	1	EA.			\$ 1,650.00	\$ 1,650.00	\$ 3,000.00	\$ 3,000.00	\$ 3,300.00	\$ 3,300.00
18.	Abandon Gate Valves	4	EA.			\$ 101.00	\$ 404.00	\$ 692.00	\$ 2,768.00	\$ 775.00	\$ 3,100.00
19.	Abandon Fire Hydrant	2	EA.			\$ 503.00	\$ 1,006.00	\$ 1,040.00	\$ 2,080.00	\$ 1,150.00	\$ 2,300.00
TOTAL BASE BID						\$265,328.75	\$446,512.00	\$428,963.00	\$428,903.00	\$439,145.00	
% of LOW BID						59.42%	100.00%	96.07%	98.35%		

* Line Item 2. The EXTENSION price *written* on the Bid is \$242,600. The *multiplied* EXTENSION is \$242,660. Correction of such errors favor the Quantity X Unit Price over the written EXTENSION price. This discrepancy increases the Required Contract price by \$60, increasing the TOTAL BASE BID amount as shown above. The discrepancy amount is approximately .0001% of the Bid Price, thus is minor and can be waived if the City chooses and the Bidder agrees to revise TOTAL BASE BID price as shown above.

Attachment A: Bid Schedule

8th St & Elm St Water Line Replacement

Item No.	Description	Unit	Est. Quan.	Unit Price	Amount
1.	Mobilization	L.S.	1	\$ <u>48,000⁰⁰</u>	\$ <u>48,000⁰⁰</u>
2.	8-in C900 DR18 PVC Pipe w/ Tracer Wire	L.F.	1,103	\$ <u>220⁰⁰</u>	\$ <u>242,600⁰⁰</u>
3.	8-in Gate Valve w/ Valve Box	EA.	5	\$ <u>2,640.00</u>	\$ <u>13,200.00</u>
4.	3-way Fire Hydrant Assembly	EA.	2	\$ <u>7,700.00</u>	\$ <u>15,400.00</u>
5.	Connect to Existing System (6-in)	EA.	1	\$ <u>5,338.00</u>	\$ <u>5,338.00</u>
6.	Connect to Existing System (8-in)	EA.	2	\$ <u>5,840.00</u>	\$ <u>11,680.00</u>
7.	Service Connection	EA.	14	\$ <u>940.00</u>	\$ <u>13,160.00</u>
8.	1-in HDPE Service Line w/ Tracer Wire	L.F.	557	\$ <u>74.00</u>	\$ <u>41,218.00</u>
9.	2-in HDPE Service Line w/ Tracer Wire	L.F.	69	\$ <u>85.00</u>	\$ <u>5,865.00</u>
10.	ARM Meters	EA.	1	\$ <u>103.00</u>	\$ <u>103.00</u>
11.	Meter Pit	EA.	1	\$ <u>1,922.00</u>	\$ <u>1,922.00</u>
12.	Seeding	L.S.	1	\$ <u>6,154.00</u>	\$ <u>6,154.00</u>
13.	Traffic Control	L.S.	1	\$ <u>8,400.00</u>	\$ <u>8,400.00</u>
14.	Erosion Control	L.S.	1	\$ <u>2,200.00</u>	\$ <u>2,200.00</u>
15.	Abandon 4-in Waterline	EA.	1	\$ <u>2,887.00</u>	\$ <u>2,887.00</u>
16.	Abandon 6-in Waterline	EA.	1	\$ <u>2,928.00</u>	\$ <u>2,928.00</u>
17.	Abandon 8-in Waterline	EA.	1	\$ <u>3,000.00</u>	\$ <u>3,000.00</u>
18.	Abandon Gate Valves	EA.	4	\$ <u>692.00</u>	\$ <u>2,768.00</u>
19.	Abandon Fire Hydrant	EA.	2	\$ <u>1,040.00</u>	\$ <u>2,080.00</u>
				Total	\$ <u>428,903⁰⁰</u>

Attachment A: Bid Schedule

8th St & Elm St Water Line Replacement

Item No.	Description	Unit	Est. Quan.	Unit Price	Amount
1.	Mobilization	L.S.	1	\$ <u>55,725⁰⁰</u>	\$ <u>55,725</u>
2.	8-in C900 DR18 PVC Pipe w/ Tracer Wire	L.F.	1,103	\$ <u>230⁰⁰</u>	\$ <u>253,690</u>
3.	8-in Gate Valve w/ Valve Box	EA.	5	\$ <u>4,400⁰⁰</u>	\$ <u>22,000</u>
4.	3-way Fire Hydrant Assembly	EA.	2	\$ <u>9,900⁰⁰</u>	\$ <u>19,800</u>
5.	Connect to Existing System (6-in)	EA.	1	\$ <u>5,600⁰⁰</u>	\$ <u>5,600</u>
6.	Connect to Existing System (8-in)	EA.	2	\$ <u>5,900⁰⁰</u>	\$ <u>11,800</u>
7.	Service Connection	EA.	14	\$ <u>1,300⁰⁰</u>	\$ <u>18,200</u>
8.	1-in HDPE Service Line w/ Tracer Wire	L.F.	557	\$ <u>53⁰⁰</u>	\$ <u>29,521</u>
9.	2-in HDPE Service Line w/ Tracer Wire	L.F.	69	\$ <u>66⁰⁰</u>	\$ <u>4,554</u>
10.	ARM Meters	EA.	1	\$ <u>962⁰⁰</u>	\$ <u>962</u>
11.	Meter Pit	EA.	1	\$ <u>1,700⁰⁰</u>	\$ <u>1,700</u>
12.	Seeding	L.S.	1	\$ <u>4,550⁰⁰</u>	\$ <u>4,550</u>
13.	Traffic Control	L.S.	1	\$ <u>7,500⁰⁰</u>	\$ <u>7,500</u>
14.	Erosion Control	L.S.	1	\$ <u>5,150⁰⁰</u>	\$ <u>5,150</u>
15.	Abandon 4-in Waterline	EA.	1	\$ <u>1,350⁰⁰</u>	\$ <u>1,350</u>
16.	Abandon 6-in Waterline	EA.	1	\$ <u>1,350⁰⁰</u>	\$ <u>1,350</u>
17.	Abandon 8-in Waterline	EA.	1	\$ <u>1,650⁰⁰</u>	\$ <u>1,650</u>
18.	Abandon Gate Valves	EA.	4	\$ <u>101⁰⁰</u>	\$ <u>404</u>
19.	Abandon Fire Hydrant	EA.	2	\$ <u>503⁰⁰</u>	\$ <u>1,006</u>
				Total	\$ <u>446,512.00</u>

Attachment A: Bid Schedule

8th St & Elm St Water Line Replacement

Item No.	Description	Unit	Est. Quan.	Unit Price	Amount
1.	Mobilization	L.S.	1	\$ 42,000.00	\$ 42,000.00
2.	8-in C900 DR18 PVC Pipe w/ Tracer Wire	L.F.	1,103	\$ 220.00	\$ 242,600.00
3.	8-in Gate Valve w/ Valve Box	EA.	5	\$ 3,000.00	\$ 15,000.00
4.	3-way Fire Hydrant Assembly	EA.	2	\$ 8,500.00	\$ 17,000.00
5.	Connect to Existing System (6-in)	EA.	1	\$ 6,000.00	\$ 6,000.00
6.	Connect to Existing System (8-in)	EA.	2	\$ 6,400.00	\$ 12,800.00
7.	Service Connection	EA.	14	\$ 1,050.00	\$ 14,700.00
8.	1-in HDPE Service Line w/ Tracer Wire	L.F.	557	\$ 82.00	\$ 45,674.00
9.	2-in HDPE Service Line w/ Tracer Wire	L.F.	69	\$ 94.00	\$ 6,486.00
10.	ARM Meters	EA.	1	\$ 115.00	\$ 115.00
11.	Meter Pit	EA.	1	\$ 2,115.00	\$ 2,115.00
12.	Seeding	L.S.	1	\$ 7,000.00	\$ 7,000.00
13.	Traffic Control	L.S.	1	\$ 10,000.00	\$ 10,000.00
14.	Erosion Control	L.S.	1	\$ 2,500.00	\$ 2,500.00
15.	Abandon 4-in Waterline	EA.	1	\$ 3,175.00	\$ 3,175.00
16.	Abandon 6-in Waterline	EA.	1	\$ 3,220.00	\$ 3,220.00
17.	Abandon 8-in Waterline	EA.	1	\$ 3,300.00	\$ 3,300.00
18.	Abandon Gate Valves	EA.	4	\$ 775.00	\$ 3,100.00
19.	Abandon Fire Hydrant	EA.	2	\$ 1,150.00	\$ 2,300.00
				Total	\$ 439,145.00

Article 18 - Supplementary Use Regulations

D. Bed and Breakfast Enterprise.

1. In addition to the parking spaces required for single or multi-family dwellings, off-street parking spaces shall be provided for each guestroom or non-family member employee. The residential driveway shall be acceptable for the intended purpose.
2. The Planning Commission may require screening of parking areas.
3. All signage shall be approved by the Planning Commission.

E. Mining and Quarrying.

1. **Dust and Noise Abatement.** The Planning Commission may impose conditions to reduce or control dust and noise associated with unpaved interior roads, equipment and processing areas.
2. **Road Improvement and Maintenance.** The Planning Commission may impose conditions to ensure improvement and maintenance of City or County roads inadequate to handle the quantities of heavy traffic coming from the quarry site. An Improvement and Maintenance Agreement between the applicant City of Marysville and/or Marshall County shall be required to assure that the roads used by the operation will be appropriately improved and maintained.
3. **Environmental Conditions.** The Planning Commission may impose additional conditions on the site plan and operation to ensure on-site and off-site environmental protection and site reclamation.

F. Auto wrecking yards, junk yards, recycling centers, salvage yards, and scrap processing yard.

1. The operation shall be located at least 300 feet from a residential district.
2. The operation shall be conducted entirely within a noncombustible building or within an area completely enclosed by a fence or wall at least eight (8) feet high. The fence or wall shall be of uniform height, color and texture, and shall be maintained in good condition by the property owner. No scrap, junk or other salvaged materials shall be piled to exceed the height of this wall or fence.
3. No junk or salvaged material shall be loaded, unloaded or stored, either temporarily or permanently, outside the enclosing building, fence or wall.
4. Burning of paper, trash, junk or other waste materials shall be permitted only after approval of the Fire Chief, except when prohibited by the State Board of Health.

G. Funeral, mortuary or crematory services.

1. Shall be located on a collector or arterial street.

Bulk Storage: An establishment engaged primarily in the storage of chemicals, petroleum products, grains and other materials in structures for subsequent resale to distributors or retail dealers or outlets.

Chemical Products. An establishment engaged primarily in and production of basic chemicals and the manufacturing of products predominately by chemical processes. Typical uses include ink manufacturing, insecticides, fungicides, disinfectants, and related industrial and household chemical compounds, perfumes, soaps, paints and allied products, and pharmaceutical products.

Distribution Center, General: An establishment engaged in the receipt, storage, and distribution of goods, products, cargo, and materials, including transshipment by rail, area, or motor vehicle.

Distribution Center, Limited: An establishment engaged in the small scale receipt, storage and distribution of goods, products, cargo and materials, including transshipment by rail, air or motor vehicle.

Fabrication and Assembly, Limited: An establishment primarily engaged in the limited fabrication of electrical equipment, appliances, instruments and devices; apparel and fabric, plastic or metal products that does not generate noise, odor, vibration or other impacts discernible external to the buildings.

Fabrication Metal Products, General: An establishment primarily engaged in the fabrication of ferrous and nonferrous metal products. Typical uses include metal cans, tinware, hand tools, cutlery, general hardware, non-electric heating apparatus, fabricated structural metal products, metal stampings, and other metal and wire products.

Heavy Construction Trades: An establishment primarily engaged in the heavy construction of highways, streets, bridges, sewers, railroads, irrigation projects, or flood control projects; and including specialty contractors primarily engaged in trenching, grading, rock removal, and pavement with asphalt or cement materials.

Junk Yard: A lot, land or structure, or part thereof, used primarily for the collecting, storage and sale of waste papers rags, scrap metal or discarded material or for the collecting, dismantling, storage and salvaging of machinery or vehicles not in running condition and for the sale of parts thereof.

Laundry Services: An establishment primarily engaged in the large-scale cleaning, or laundry, or dry-cleaning operation other than those classified as low hazard in applicable codes. The term excludes the limited laundry activities permitted under the definition of "laundry or dry cleaning, limited".

Lumber and Wood Products: An establishment engaged in the wholesaling and warehousing of dimensioned lumber cut, milled and planed elsewhere; or including the cutting, milling, planing and assembly of cabinets for permanent installation, shutters, windows, doors and door jamb frames, and ornamental woodwork for trim, wainscots, railings and other architectural elements.

Manufacturing, General: An establishment engaged in the basic fabrication, processing and manufacturing of materials or products using mechanical or chemical transformations of materials or substances into new products, including the assembling of component parts, the creation of products, and the blending of materials such as petroleum products, plastics, resins, or liquors.

Manufacturing, Limited: An establishment primarily engaged in the manufacturing of food and beverage products; furniture and fixtures, motor vehicle equipment; medical instruments and supplies; musical instruments; and, toys and sporting goods that does not generate noise, odor, vibration or other impacts discernible external to the lot lines. The slaughtering of animals and milling of grain products is not permitted.

Table 11A Property Development Regulations, C-2A	
Development Description	District Requirements
Minimum Front Yard Setback	25 feet, except when existing buildings have established a recognizable setback from the public right-of-way, then the Zoning Administrator can establish a setback that is consistent with nearby existing structures.
Minimum Side Yard Setback	No side is required, except that a 10-foot setback shall be established on all parcels adjacent to a residential zone or use, including a 6-foot screening fence.
Minimum Rear Yard Setback	5 feet, except that a 20-foot setback shall be established for structures with access or service from the rear.
Maximum Building Height	60 feet or by review.
<p>Note: When a site plan is required then all setbacks are subject to determination by the Planning Commission, based on the arrangement of existing and proposed buildings, lot lines, topography, roads, utilities, buffering, and landscape plantings.</p> <p>The Zoning Administrator may adjust setbacks for averaging with adjacent buildings.</p>	

F. Appearance Codes. All new commercial buildings use or modification of existing uses established after the effective date of this ordinance shall comply with the appearance codes in Section 11-1(F).

G. Parking and Loading Regulations. Parking and loading requirements are contained in Article 6, Section 6-3.

Section 11-5 C-3, Commercial Highway District.

- A. **Purpose and Intent.** The purpose of this district is to provide land uses for those establishments offering accommodations, supplies, or services to motorists and for certain specialized retail outlets and repair facilities, storage facilities and trades which, because of the nature of their operation, commonly generate substantial traffic and activity not compatible with general retail or downtown commercial district activities. Typically, these types of uses are located near or along Highway 36 or other major transportation corridors.
- B. **Uses Permitted.** The following uses shall be permitted within the C-3, Commercial Highway District. All new commercial development shall require a site plan, subject to the provisions of Article 5, Section 5-2.
 - 1. Uses permitted in Section 11-3 B in the C-2, General Commercial District.
 - 2. Auto and machinery repair shop, subject to the provisions of Article 18, Supplementary Use Regulations.

Development Description	District Requirements
Minimum Front Yard Setback	25 feet, except when existing buildings have established a recognizable setback from the public right-of-way, then the Zoning Administrator can establish a setback that is consistent with nearby existing structures.
Minimum Side Yard Setback	10 feet, except that a 15-foot setback shall be established on all parcels adjacent to a residential zone or use.
Minimum Rear Yard Setback	10 feet, except that a 30-foot setback shall be established for structures with access or service from the rear. Within this setback an alley, service court or drive is allowed.
Maximum Building Height	35 feet
Maximum Lot Coverage	40 percent
<p>Note: When a site plan is required then all setbacks are subject to determination by the Planning Commission, based on the arrangement of existing and proposed buildings, lot lines, topography, roads, utilities, buffering, and landscape plantings.</p> <p>The Zoning Administrator may adjust setbacks for averaging with adjacent buildings.</p>	

F. Required Lot Area.

1. A lot served by a public sanitary system shall contain 7,500 square feet.
2. A lot not served by a public sanitary sewer system: Area shall be approved in writing by the Board of Health, which approval shall be filed with the appropriate authority before a building permit shall be issued.

H. Appearance Codes. All new commercial buildings use or modification of existing uses established after the effective date of this ordinance shall comply with the appearance codes in Section 11-1(F).

I. Parking and Loading Regulations. Parking and loading requirements are contained in Article 6, Section 6-3.

- G. **Parking and Loading Regulations.** Parking and loading requirements are contained in Article 6, Section 6-3.
- H. **Accessory Building.** Accessory buildings shall be subject to the following requirements in addition to the provisions listed elsewhere.
 1. They shall not be located nearer the front lot line than the main building.
 2. The minimum distance from side and rear property lines shall be five feet, except as otherwise noted.
 3. Height shall not exceed that of the principal structure.
 4. An accessory building attached in any structural manner to the principal structure must conform to the side and rear yard requirements for principal structures.
 5. There shall be a clearance of not less than 10 feet between any principal and accessory buildings.

Section 10-5 R-3, Residential Single Family with Restricted Light Industry.

- A. **Purpose and Intent.** This district is intended for the purpose of allowing the commingling of compatible single-family, two family dwellings, apartments, home occupations, community facilities and certain uses: such as manufactured homes on individual lots, as well as light industrial uses by special use permit.
- B. **Uses Permitted.** The following uses shall be permitted within the R-3, Multiple Family District.
 1. All uses permitted in R-2, Residential Single Family with Limited Mixed Density District, Section 10-4-B, Uses Permitted.
- C. **Uses Permitted Upon Review.** The following uses may be permitted, subject to the procedures listed in Article 3, Section 3-7.
 1. All uses permitted in R-2, Residential Single Family with Limited Mixed Density District, Section 10-34-C, Uses Permitted Upon Review.
 2. Manufactured home, subject to the following provisions.
 - a. The home must be placed on a permanent foundation that complies with the adopted building code.
 - b. The hitch, axles, and wheels must be removed.
 - c. Pitched roof.
 - d. Gutter and downspout.
 3. All uses permitted in I-1, Restricted Light Industrial Section 12-1 C, Uses Permitted and Section 12-1(C), Uses Permitted by Review.
 4. Travel trailer camps, subject to the provisions in Article 18, Supplementary Use Regulations.
- D. **Required Lot Area.** Except as hereinafter provided, all dwellings erected, enlarged, relocated, or reconstructed shall be located upon lots containing the following area:

ARTICLE 12. INDUSTRIAL ZONING DISTRICTS

Section 12-1	I-1, Restricted Light Industrial District
Section 12-2	I-2, General Industrial District
Section 12-3	I-3, Heavy Industrial District

Section 12-1 **I-1, Restricted Light Industrial District.**

- A. **Purpose and Intent.** This industrial district is intended primarily for limited or restricted processing and assembly that is conducted so that noise, odor, dust, and glare are confined within an enclosed building. The size and volume of the materials and finished products involved should not produce the volume of freight generated by the uses of the general industrial district.

Buildings in this district should be architecturally attractive, surrounded by landscaped yards, and provide adequate buffering when located adjacent to non-industrial uses. The objective of this industrial district is to allow light industrial uses to develop in proximity to residential neighborhoods or commercial areas.

- B. **Uses Permitted.** The following uses shall be permitted within the I-1, Restricted Light Industrial District. All new industrial development shall require a site plan, subject to the provisions of Article 5, Section 5-2.

1. Broadcast facilities.
2. Building construction trades with screened storage yards.
3. Distribution center, limited.
4. Fabrication and assembly, limited.
5. Lumber and wood products.
6. Maintenance services.
7. Manufacturing, limited.
8. Offices.
9. Printing and publishing.
10. Public safety services.
11. Public utilities and facilities.
12. Research facility.
13. Self-service storage.
14. Technical schools and training facilities.
15. Vehicle and equipment repair, subject to the provisions of Article 18, Supplementary Use Regulations.
16. Warehouse and processing, limited.
17. Reserved for future use.
18. Other uses of the same general character as those listed above, which conform to restrictions on noise, odor, or other obnoxious uses deemed appropriate by Zoning Administrator.

- C. **Uses Permitted Upon Review.** The following uses may be permitted, subject to the provisions of Article 3, Section 3-7.

1. Auto and machinery repair shop, subject to the provisions of Article 18, Supplementary Use Regulations
2. Child care for six (6) persons or more, subject to licensure by the State of Kansas. Included in this category are the following types of day care operations as defined by the State of Kansas: family day care homes,

Table 13	
Property Development Regulations, I-1	
Development Description	District Requirements
Minimum Front Yard Setback	25 feet
Minimum Side Yard Setback	No side is required, except that a 30-foot setback shall be established on all parcels adjacent to a residential zone or use.
Minimum Rear Yard Setback	25 feet
Maximum Building Height	40 feet
Maximum Lot Coverage	70 percent
<p>Note: When a site plan is required then all setbacks are subject to determination by the Planning Commission, based on the arrangement of existing and proposed buildings, lot lines, topography, roads, utilities, buffering, and landscape plantings.</p> <p>The Zoning Administrator may adjust setbacks for averaging with adjacent buildings.</p>	

- F. **Procedure.** All new industrial or manufacturing buildings, structures or premises established or expanded after the effective date of this ordinance shall comply with the site plan approval procedures of Article 5, Section 5-2, and provide the following additional information.
 - 1. An estimate of the maximum number of employees contemplated for the proposed development and the number of shifts during which they would work.
- G. **Storage of Materials and Equipment.** All materials and materials used in connection with the use shall be enclosed within a building or by structural screen.
- H. **Parking and Loading Regulations.** Parking and loading requirements are contained in Article 6, Section 6-3.

Section 12-2 I-2, General Industrial District.

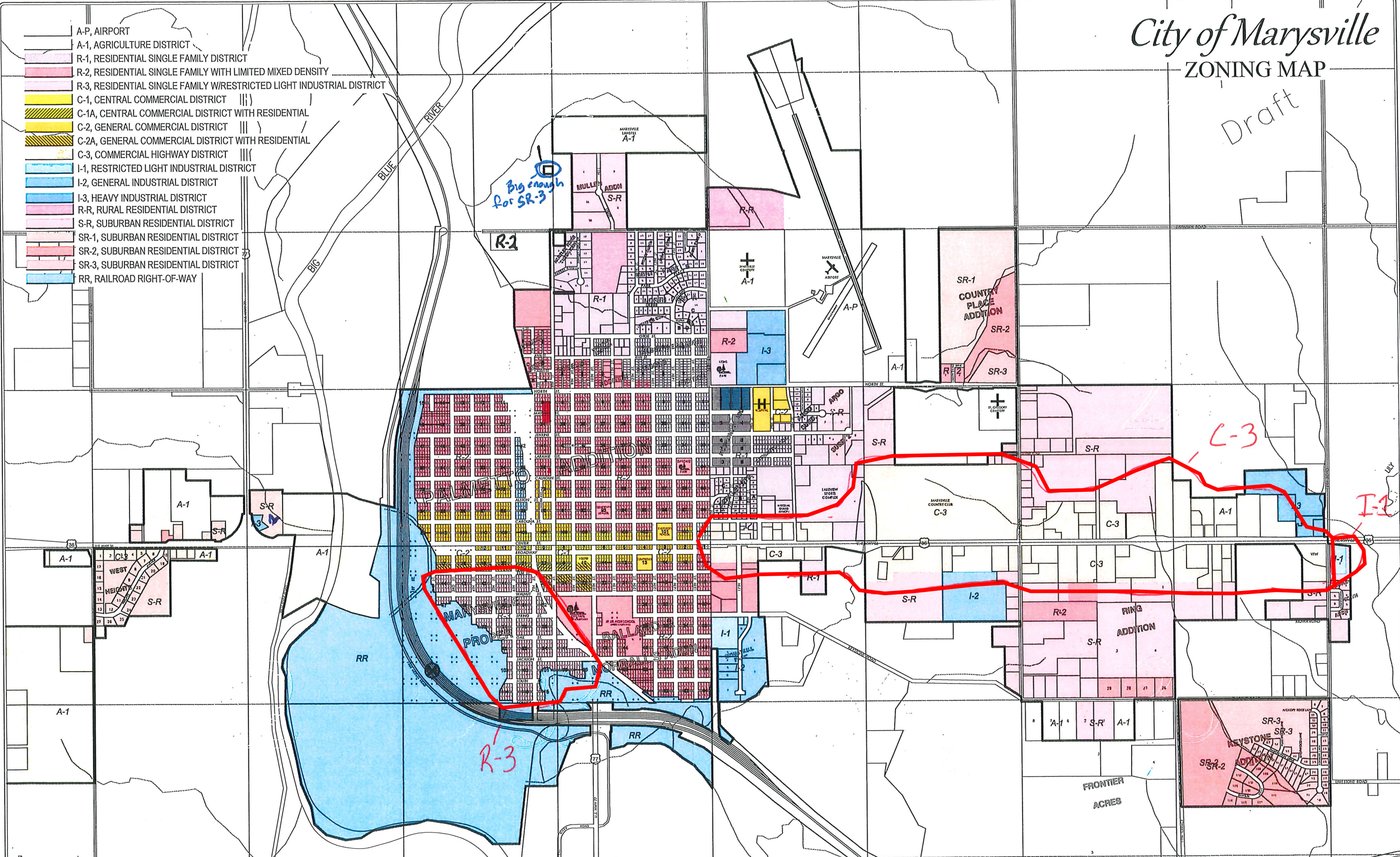
- A. **Purpose and Intent.** This district is intended primarily for basic industry; warehousing, distributing, processing, and assembly of goods and products that may not be compatible with residential neighborhoods. The activities found in this district typically are more intense than uses found in I-1, Restricted Light Industry. Outdoor storage and/or activities are also associated with uses found in I-2, General Industrial District. The size and volume of the materials, finished products and freight generated by the uses of this district are greater than the I-1, Restricted Light Industrial District.
- Buildings in this district should be architecturally attractive, surrounded by landscaped yards, and provide adequate buffering when located adjacent to non-industrial uses. The objective of this industrial district is to allow basic industrial

City of Marysville

ZONING MAP

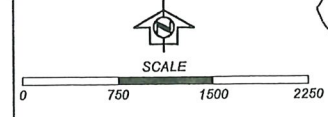
Draft

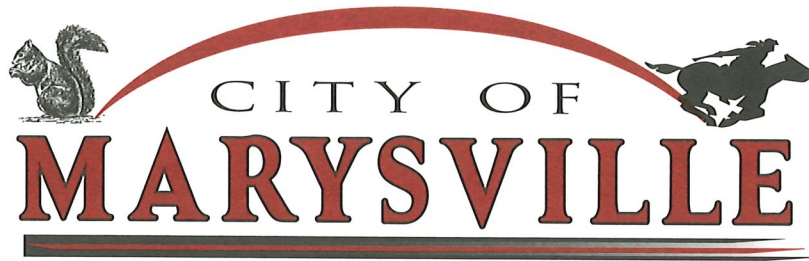
- A-P, AIRPORT
- A-1, AGRICULTURE DISTRICT
- R-1, RESIDENTIAL SINGLE FAMILY DISTRICT
- R-2, RESIDENTIAL SINGLE FAMILY WITH LIMITED MIXED DENSITY
- R-3, RESIDENTIAL SINGLE FAMILY W/RESTRICTED LIGHT INDUSTRIAL DISTRICT
- C-1, CENTRAL COMMERCIAL DISTRICT
- C-1A, CENTRAL COMMERCIAL DISTRICT WITH RESIDENTIAL
- C-2, GENERAL COMMERCIAL DISTRICT
- C-2A, GENERAL COMMERCIAL DISTRICT WITH RESIDENTIAL
- C-3, COMMERCIAL HIGHWAY DISTRICT
- I-1, RESTRICTED LIGHT INDUSTRIAL DISTRICT
- I-2, GENERAL INDUSTRIAL DISTRICT
- I-3, HEAVY INDUSTRIAL DISTRICT
- R-R, RURAL RESIDENTIAL DISTRICT
- S-R, SUBURBAN RESIDENTIAL DISTRICT
- SR-1, SUBURBAN RESIDENTIAL DISTRICT
- SR-2, SUBURBAN RESIDENTIAL DISTRICT
- SR-3, SUBURBAN RESIDENTIAL DISTRICT
- RR, RAILROAD RIGHT-OF-WAY



- CITY LIMITS
- SECTION LINE
- RAILROAD R.O.W.
- CREEKS & STREAMS
- PARK AREA
- CEMETERY
- HOSPITAL
- AIRPORT
- RAILROAD YARD

DRAWING APPROVAL
 This Zoning Map is:
 Approved as Submitted
 Approved as Corrected or Noted
 Approved By: _____
 Date: _____





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

TO: Governing Body

FROM: William Ralph
City Inspector

DATE: 7/14/2023

LOCATION: Boy Scout Cabin

RE: Information on the Boy Scout Cabin.

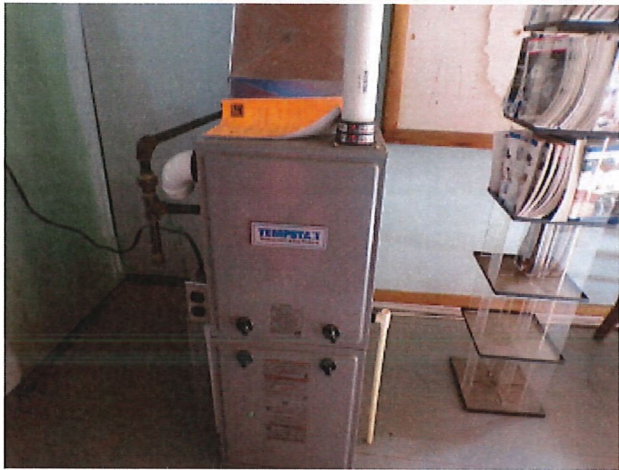
Here are the pictures of the Boy Scout Cabin. It looks like this was built by taking two railroad cars and building a floor across a space in between. The siding is loose and coming off in multiple spots. The cap concrete for the posts on the front porch has parts that have broke off. All around the outside at the foundation needs to be sealed up to make it easier to heat and to keep the bugs out. There is some rotted wood around some of the windows. the doors on the lean to on the back look like they need some work. The lean to has a concrete floor in it. The hill starts to drop off right at the back of the lean to. This has been covered with concrete to stop it from eroding away under the building. On the inside, the floor between the two rail cars is lower than the rest. The sink in the kitchen is broke. We just put in a new furnace in September of 2022. We also replaced the water heater in 2021. The building was built right in the street easement for Laramie St.

William Ralph
City Inspector

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

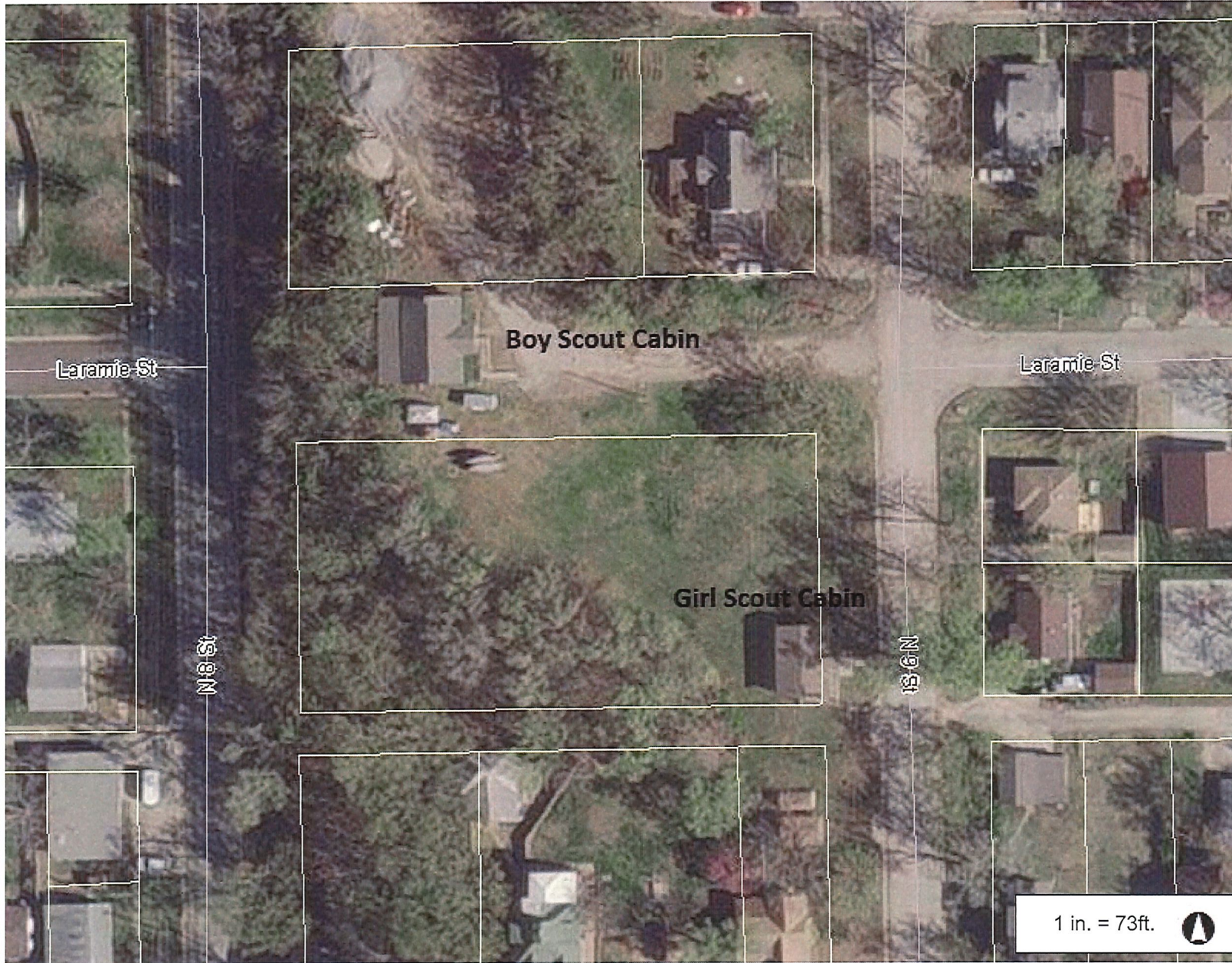
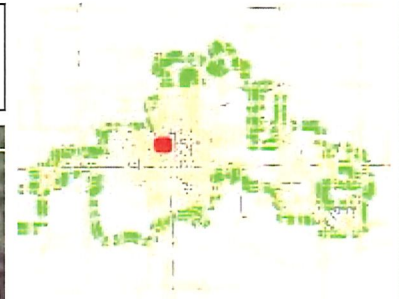








Marysville, KS



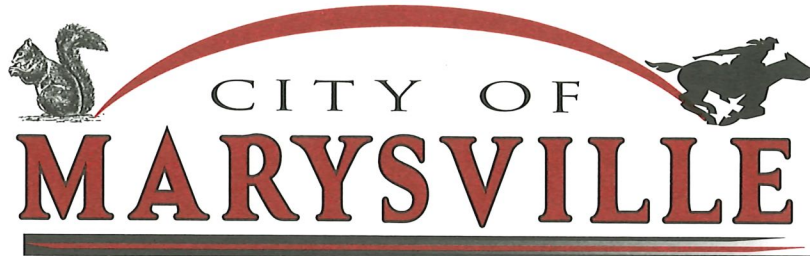
Legend

- 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



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

TO: Governing Body

FROM: William Ralph
City Inspector

DATE: July 18, 2023

LOCATION: 507 N. 9th St.

RE: Girl Scout Cabin

This property is in decent shape. There is some fascia boards that are starting to rot and it needs some stucco on the foundation and a paint job. A couple of boards on the ramp are pulling up so they need to be replaced. One of the windows on the front is cracked and they put tape on it to hold it together. On the inside, the floor starts to slope halfway into the room. Cindy found paperwork saying that this is two box cars put together. Baseboard heaters, water heater and kitchen stove are all electric in this building. Both of the doors need the weather stripping replaced.

William Ralph
City Inspector

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







To: City Council

Re: Property on N 9th Street (Girl Scout Cabin)

The City purchased lots 1,2,3,4,5 & 6, Block 57, Palmetto at a sheriff's foreclosure auction for \$16.00 on July 30, 1940.

The Boy Scout Cabin sits on the road easement at the end of Laramie Street.

Cindy Holle

City Clerk

From: Marshall County Historical Society <mchs@bluevalley.net>
Sent: Tuesday, July 18, 2023 11:56 AM
To: cityclk@bluevalley.net
Subject: History of Girl and Boy Scout Cabins

Hi Cindy:

Here is what I found:

The Boy Scout Cabin started construction in April of 1937. It really had problems with finances and getting volunteers to help build it. The dedication was done in November of the same year.

The Girl Scout Cabin

In August of 1948, the Community Chest purchases a railroad building for the girl scout cabin. A foundation, heat, lights and water will be installed. Then sometime later (date unknown) The Hillside School became the current girl scout cabin. Hillside school was for the mentally challenged kids, I wonder if they didn't share the building. I believe the mentally challenged kids were moved to the Central School then it became the Girl Scout building.

I attached pictures and an article that I found. I hope this helps!

Diane
Research Assistant/Office Manager
Marshall County Historical Society
Historic Courthouse Museum
mchs@bluevalley.net
785-562-5012



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Girl Scouts Are Given Home By Community Chest

Marysville Organization Purchases Railroad Building For Girl Group

E. R. Kinsley, president of the Marysville Community Chest, announced Tuesday that arrangements had been completed for a Girl Scout cabin. Through the cooperation of the Union Pacific railroad, a four-room building was purchased as a club house for the girls.

The building was purchased through the railroad and was formerly used as an office for the Pacific Fruit Express. In fine condition, the new scout home has been moved to North Ninth street a block south of Hillcrest.

Site for the building is owned by the city and rent will not be charged to the Community Chest. However, any civic organization or group in Marysville may use the building for meetings and gatherings. The use of the building remains under the control of the Community Chest but the Girl Scouts have preference over other organizations.

A foundation will be constructed and heat, lights, and water will be installed. The Girl Scouts have been without a permanent home for some time and having the new meeting place will be a welcome addition.



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7/11/2023

To the Marysville City Council and Mayor Jason Barnes:

With the vote by the Marysville City Council on 7/10/2023 to hire Wayne Kruse as the Interim Director of the Marysville Convention & Tourism committee, we have an immediate vacancy on the committee.

The committee would like to request the opening be filled by Ty Warren beginning August 1, 2023. The committee agreed to submit Ty's nomination at the July 2023 meeting.

Please consider Ty Warren as an addition to the Marysville Convention & Tourism committee. Thank you for your time and efforts in this matter.

A handwritten signature in blue ink that reads 'Mandy'. The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

Mandy
Marysville Convention & Tourism Chair