

**AGENDA**  
**REGULAR MEETING**  
**July 25, 2022**  
**7:00 p.m.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**1. APPROVAL OF MINUTES** – Regular Meeting: July 11, 2022.

Pages 02-06

**2. PUBLIC COMMENTS**

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

**3. BUSINESS AND DISCUSSION ITEMS**

1. Ord. No 1905 – ECO Development Ordinance with deadline.

Pages 07-08

2. Request to Close Hedrix Street from Calhoun to Carolina on 8/12/22,  
Marysville Union Pacific Depot Preservation Society

Page 09

3. Demolition Reimbursement – 1507 South St

Pages 10-15

**4. NOTICES AND HEARINGS**

**5. CONSENT AGENDA**

1. Alcohol Consumption Lee Dam Art Center 9/17/22 – Ruth Maschmeier

Page 16

**6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3777**

Pages 17-21

**7. STAFF REPORTS**

1. Administrator

Page 22

a. Construction Easement with Tension Envelope

Pages 23-26

b. Budget Hearing Change

Page 27

c. Pool Settling

Pages 28-29

2. Cemetery / Parks

a. Dump Trailer Info

Pages 30-34

**8. STANDING COMMITTEE REPORTS**

1. Street

2. Water & Wastewater Treatment

3. Parks & Recreation

4. Cemetery & Airport

5. Police & Fire

6. Administration & Finance

**9. APPOINTMENTS & WAGE DETERMINATION**

**10. CITY ATTORNEY/EXECUTIVE SESSION**

1. Agreement Regarding Condemnation of Certain Real Estate

Pages 35-36

2. MOU City of Marysville & Board of County Commissioners of  
Marshall County, Kansas

Pages 37-39

**11. ROUNDTABLE DISCUSSION**

**ADJOURNMENT**

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

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

The minutes from the June 22<sup>nd</sup> special meeting were presented for approval. CM Throm moved; CM Behrens seconded to approve the minutes as presented. Motion carried by 8-0 voice vote.

The minutes from the June 27<sup>th</sup> regular meeting were presented for approval. CM Throm moved; CM Behrens seconded to approve the minutes as presented. Motion carried by 8-0 voice vote.

#### **PUBLIC COMMENTS:**

- 1. FIREMEN'S WATER SLIDE.** Jim Schramm 1300 Otoe thanked the Volunteer Firemen for the water slide they provided for the public.

#### **BUSINESS AND DISCUSSION ITEMS:**

- 1. DEMOLITION REIMBURSEMENT 606 OAK.** P&Z Administrator Ralph presented an Economic Development application for the property at 606 Oak. The garage had extensive damage in the storm and is a blighted structure. CM Throm moved, CM Frye seconded to approve the Economic Development application at 606 Oak owned by Terry Blacketer and to declare the structure blighted. The demolition of the property and the invoices must be completed within 90 days. Motion carried unanimously.
- 2. INCOMPLETE DEMOLITIONS.** At the Council's request the properties previously approved for Economic Development, but not completed were presented: Sean Cohorst, 1208 Alston; William Heston, 502 S 7<sup>th</sup>; Brent Polson, 708 N 3<sup>rd</sup> and 403 May; Phil Cohorst, 305 N 2<sup>nd</sup>. These applications were approved in 2020 and 2021. CM Frye moved to set a deadline on these Economic Development Applications of 90 days from today and to send a letter informing the owners of the property, CM Snellings seconded. Motion carried unanimously. An amended ordinance will be written for approval adding a 90-day time frame for the demolition and the invoices to be taken to City Hall on the Economic Development applications.
- 3. SQUIRRELS JUST WANT TO HAVE FUN.** Stacie Mayer, Director of Chamber/Main Street presented a request to use the green space west of the Pony Statue for businesses who are not located in the Downtown to put pop-up stores during the annual Squirrels Just Want to Have Fun retail event on August 12, 2022. CM Throm moved; CM Price seconded to allow Chamber/MainStreet to use the green space August 12. Motion carried 7-0-1 with CM Snellings abstaining because she is on the committee. Some of those businesses may wish to give away alcohol. Stacie was told she would need to apply for an alcohol use on City property permit and barricade the area.
- 4. NOTICE OF REVENUE NEUTRAL RATE INTNENT.** CA St. John presented the form the City needs to file with the Marshall County Clerk declaring the City's intent to exceed the Revenue Neutral Rate of 61.602. CM Throm moved to file the Notice of Revenue Neutral Rate Intent with the County Clerk stating the City will exceed the RNR with our proposed mill levy rate of 67.547

and our hearing will be August 8th at 7:00 p.m. at City Hall. CM Beikman seconded. Motion carried unanimously.

5. **BUDGET PUBLICATION.** CA St. John presented the Budget Summary which is required to be published prior to the RNR hearing. CM Throm moved, CM Goracke seconded to publish the Budget Summary setting the maximum mill levy of 67.547 for 2023. Motion carried unanimously.
6. **POOL WAGES.** CC Holle presented wages for teenagers paid by local businesses. Also presented were the wages set previously this year by the Council for the 2022 pool season. After discussion CM Keating moved, CM Snelling seconded to approve wages for 2022 only as follows: Concessions \$12.00 per hour; Lifeguard \$16.00 per hour and Manager \$20.00 per hour. Motion carried unanimously. It was further discussed there will not be any back wages paid and there is no wage for an Assistant Manager. There will be no bonuses at the end of the season which will end on August 13. And no back pay. The pool will be cleaned on August 14. The pool should be ready to open on July 19 after the repairs are completed and the chemicals are balanced. Council said we would stay closed on Mondays. It was discussed if the pool should be open on weekends after August 14. Council was told we would not have enough staff.

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

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

1. Cash balances in funds as of June 30, 2022, were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through June 2022 showed unadjusted accumulated revenues in the General Fund of \$2,018,100 or 78% of budget; Water Revenue Fund, \$407,978 or 46% of budget, Sewer Revenue Fund, \$780,531 or 102% of budget. Unadjusted statement of expenditures in the General Fund totaled \$1,538,158 or 53% of budget, Water Revenue Fund, \$477,349 or 35% of budget, and Sewer Revenue Fund, \$264,567 or 25% of budget.
2. Municipal Judge's Report for June showed \$1,612.99 being deposited with the City Treasurer and \$184.50 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

#### **APPROPRIATIONS ORDINANCE NO. 3776**

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$121,453.79; Water Revenue Fund, \$68,915.24; Sewage Revenue Fund, \$407,160.40; Street & Highway, \$68.06; Library Revolving Fund, \$6,774.24; Swim Pool Sales Tax, \$8,620.65; Koester Block Maintenance, \$1,006.36; Employee Benefits, \$8,999.06; Transient Guest Tax, \$1,275.63; Sales Tax Improvements, \$129,470.76; making a total of \$753,744.19.
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 \$753,744.19.
3. Motion to approve the appropriations ordinance carried by 8-0 roll call vote. City Clerk Holle assigned Ordinance No. 3776.

## **STAFF REPORTS:**

### **CITY ADMINISTRATOR:**

1. **FINANCIALS.** CA St. John updated the Governing Body on the status of General Fund, Water Revenue Fund, Sewer Revenue Fund and Sales Tax Improvement Fund. A Capital Projects report was also included.
2. **SPRING STREET PROJECT.** CA St. John said he had spoken with Tension Envelope to get their approval to use their semi access as an entrance for 17<sup>th</sup> Street south into the Industrial Park during the Spring Street project. The City owns the property that abuts the edge of Tension's property. City Attorney McNish will write a temporary construction easement agreement for the Council and Tension Envelope to approve.

### **STANDING COMMITTEE REPORTS:**

#### **STREET:**

1. **MURPHY APARTMENT BUILDING.** Inline Construction will start the demolition of the apartment building at 205 N 10<sup>th</sup> Street on Wednesday.
2. **SIGNS.** There are several signs around town that were damaged in the storm. The City is waiting on signposts and some signs from the supplier. The most important traffic control signs have been replaced and repaired. KDOT will replace their damaged signs.

#### **WATER & WASTEWATER:**

1. **METER AND PITS ON 11<sup>TH</sup> ROAD.** The Water/Sewer Department has been working on the meters on 11<sup>th</sup> Road north and has only a couple left to complete.
2. **NEW SEWER VAC TRUCK.** The new sewer vac truck was used to clean the storm sewer at 1406 Center in front of Nordhus Motors. The truck works well.
3. **STORM DRAIN BY EYE DOCTOR.** The storm drain/catch basin near the Eye Doctor on the Highway needs to be looked at.

#### **PARKS & RECREATION:**

1. **FOUL BALL NETS AT LAKEVIEW.** CM Throm said the new foul ball nets at Lakeview need taller poles at the back of the bandstands on the red and blue diamonds. You cannot stand up on the top bleacher without your head touching the nets. The Council also discussed the need for foul ball nets on the side of the black diamond. Shade protection over the playground area was also discussed. There is around \$26,000 in the Community Foundation.
2. **ROLLUP DOORS IN THE CONCESSION STAND.** The metal roll up doors have been installed in the concession stand at Lakeview. The existing wooden doors should be changed or removed.

**CEMETERY & AIRPORT:**

1. **TREE DAMAGE AT THE CEMETERY AND PARKS.** There are several trees in the Cemetery that will need to be removed that were broken in the storm. There are also some in the parks and the FEMA buy-out lots. If the damage is too difficult for the City to reach, we should hire a company to handle it. The City may also need to rent a Genie lift for the trees too tall for the boom truck.

**POLICE & FIRE:**

1. **FIRE DEPARTMENT OPEN HOUSE.** Council asked if the Firemen have planned and set a date for an open house at the new Fire Station.

**ADMINISTRATION & FINANCE:**

**APPOINTMENTS:**

**CITY ATTORNEY:**

**EXECUTIVE SESSION:** CM Price moved to recess into executive session to discuss personnel matters of non-elected personnel, discussion on specific personnel matters, not general personnel policies, exception KSA 75-4319 (B) (1). This session will include Mayor, City Council members and City Administrator. The open meeting will resume in the city council chamber at 8:20 p.m. CM Throm seconded. Motion carried 8-0. At 8:20 p.m. council reconvened. Mayor Barnes reported no action was taken during the executive session and the regular session was continuing.

**ROUND TABLE DISCUSSION:**

1. **KOESTER BLOCK SOFFITS.** CM Frye said he had looked at the soffits on the Koester Block buildings with binoculars and there are several repairs needed. CA St. John has a contractor looking at them.
2. **THANK YOU, FIRE DEPT.** CM Keating thanked the Fire Department, for supplying the water slide in the park. It was lots of fun for everyone!
3. **STORM DAMAGE COST.** CM Beikman asked if the City had a cost of the damage from the recent storm.
4. **DUMP PILES.** CM Price asked what the plans for the huge piles of limbs at the dump are. It was discussed the City would need to get some of the large tree's ground and burn some of the smaller piles.
5. **TIMELINE ON STREET OVERLAY.** CM Behrens asked if the City had heard when Hall Brothers would complete the overlays they have been contracted for this year.
6. **REDISTRICTING.** CM Behrens asked how far the City was on the redistricting. CA St. John reported the redistricting has to be done by population. Nothing is completed at this time. Most cities use the ward system. Council can discuss if the City would want to change to a different system.

7. **ELECTRICAL PANEL.** CM Throm asked if the electrical panel had been repaired at the pool. Council was told the electrician had it up and running and the air conditioner would also be checked.
8. **CODE ENFORCEMENT.** Mayor Barnes asked about code enforcement. Nuisances are complaint driven. Anyone can send a complaint online as well as calling the City Hall. Staff will send letters and address the complaints.

There being no further business, at 8:32 p.m. CM Frye moved to adjourn, CM Price seconded. Motion carried unanimously.

Cindy Holle  
City Clerk

## **ORDINANCE NO. 1905**

### **AN ORDINANCE ESTABLISHING AN ECONOMIC DEVELOPMENT FUND; SETTING FORTH CRITERIA AND GUIDELINES TO BE FOLLOWED BY APPLICANTS FOR CONSIDERATION OF FINANCIAL INCENTIVE REIMBURSEMENTS.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MARYSVILLE, KANSAS:**

**Section 1.** The City of Marysville, Kansas (“City”), under the constitution of the State of Kansas, particularly Article 12, Section 5 of the Kansas Constitution, is empowered to determine its local affairs and government. In accordance with that constitutional power, the City does hereby establish a fund to be known as the “Economic Development Fund” for the purpose of providing financial incentive reimbursements for economic development initiatives benefiting the City, upon proper application, as provided herein.

**Section 2.** The Economic Development Fund shall constitute a non-budgeted fund but shall be subject to all laws and ordinances governing the same. The Economic Development Fund shall obtain revenue as determined by the Governing Body, typically by transfers made from General Fund. Monies in said Fund shall be used for the purposes set forth hereinafter.

**Section 3.** The removal of blighted structures from residential subdivisions and the development of homes on vacant lots within already developed subdivisions that currently have all necessary public infrastructures serving them are both hereby deemed to be economic development initiatives benefitting the City and its citizens. Subdivisions which contain either, or both, of these conditions are hereinafter referred to as “Qualifying Subdivisions”. Blighted Structures are defined as residential structures which are unsafe or dangerous or which are substantially out of compliance with the City’s codes and ordinances.

**Section 4.** The City hereby finds, and determines, that the following subdivisions are Qualifying Subdivisions, to-wit: Palmetto, Marysville Proper and Ballard and Morrall subdivisions. Any property owner within any other subdivision of the City may request that the Governing Body find, and determine, that their subdivision is a Qualifying Subdivision.

**Section 5.** Any property owner within a Qualifying Subdivision may apply the governing body for compensation from the Economic Development Fund for any of the following:

1. The City may reimburse up to \$1,000 of City building permit fees paid if a person or developer constructs housing that has minimum appraised value of \$35,000 on a previously vacant lot(s) located within a Qualifying Subdivision. This reimbursement will be paid when the home is completed, and tax assessed by the Marshall County Appraiser’s office.

2. The City may reimburse up to \$2,500 of demolition costs of a structure, located within a Qualifying Subdivision and which the Governing Body has found to be blighted. This reimbursement may be paid by the City upon the receipt of demolition expenses paid and confirmation by the City Zoning Administrator that the demolition is completed.
3. The City may reimburse up to \$5,000 of demolition costs of a structure located within a Qualifying Subdivision and which the Governing Body has found to be blighted, if the owner/developer removes all the current blighted structure(s) and rebuilds housing that has a minimum appraised value of \$35,000. The reimbursement may be paid by the City upon review by the City Zoning Administrator and completion of the home and tax assessment by the Marshall County Appraiser's office.

**Section 6.** Any person or developer desiring to utilize these incentives must submit an application, on a form supplied by the City, for review and approval by the Governing Body prior to the construction of the home or the demolition of the property. The demolition of the property and the invoices must be filed with the City within 90 days of the Governing Body's approval of the application. The City Zoning Administrator will keep proper records to verify that such improvements have been made. If the demolition and paperwork has not been completed within the 90 days the application is void.

**Section 7.** Ordinance No. 1867 and all other publications in conflict herewith are rescinded.

**Section 8.** In the event that it becomes necessary to dissolve this fund, all proceeds remaining in said fund shall be transferred by Resolution of the Governing Body to the General Fund or as otherwise designated by the Governing Body.

**Section 9.** This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR, this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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

(seal)





**Marysville Union Pacific Depot Preservation Society  
P.O.Box 66, Marysville, KS 66508**

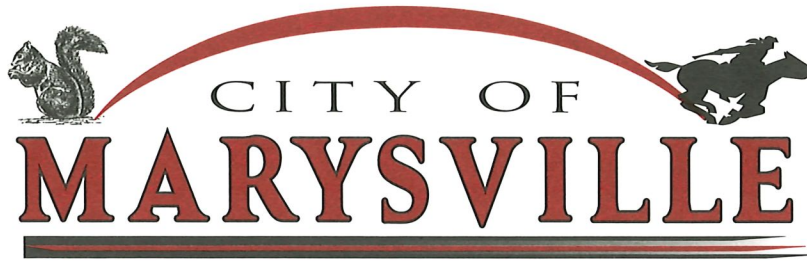
**TO: The Marysville City Council**  
**FROM: Marysville Union Pacific Depot Preservation Society**  
**Anita Carlat Welch (event coordinator)**  
**DATE: Wednesday, July 13, 2022**  
**RE: Permit to Close Hedrix Street from 6PM-10PM on August 12, 2022**  
**Permit to serve Alcohol on the Historic Depot's South Lawn from**  
**6PM-10PM on August 12, 2022**

Please consider allowing the Marysville UP Depot Preservation Society to sell and serve alcohol beverages on the south lawn of the Historic Depot from 6pm-10pm on Friday, August 12<sup>th</sup> as part of the Chamber's Squirrels Wanna Have Fun event.

For safety reasons, we would also like to close Hedrix Street (Calhoun to Carolina) from 6pm-10pm that same day. We will put up barriers between the sidewalk and the street informing participants that they may not take alcoholic beverages onto city property (the street).

The MUPDPS will also take out a \$1,000,000.00 event insurance policy for this event.

Thank You for your consideration.



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

**TO:** Governing Body  
**FROM:** William Ralph  
City Inspector  
**DATE:** 07/15/2022  
**RE:** Economic Development for Sindy and Richard Snyder

Here is an Economic Development for Sindy and Richard Snyder at 1507 South St. Most of the skirting around the bottom of this trailer house is missing. The Insulation under here is also missing. There are 5 windows in the house that are broken. The only thing holding the front door shut is the ratchet strap that is tied to the doorknob on one side and the deck railing on the other. Also, the sliding glass door on the back of the house has been knocked out and is covered with plastic. I believe this property fits the criteria for a Economic Development.

A handwritten signature in blue ink that reads "William Ralph". The signature is fluid and cursive.

William Ralph  
City Inspector









# Application for Economic Development Fund

Ordinance No. 1867 (December 13, 2018)

Any person or developer desiring to utilize these incentives must submit an application, on this form that is supplied by the City, for review and approval by the Governing Body, prior to the construction of a home or the demolition of the property.

Incentives that are offered in Qualifying Subdivisions, to-wit:  
Palmetto, Marysville Proper and Ballard and Morrall Subdivisions.

Any property owner within any other Subdivision Division of the City, may request that the Governing Body find, and determine, that their subdivision is a Qualifying Subdivision.

## Demolition of structures.

The City may reimburse up to \$2,500 of demolition costs of a structure, located within a Qualifying Subdivision and which the Governing Body has found to be blighted. This reimbursement may be paid by the City upon the receipt of demolition expenses paid and confirmation by the City Zoning Administrator that the demolition is completed.

## Disposal of Demolition Material

Proof material from the demolition is disposed of at a licensed/certified landfill (example: Marshall County Landfill/Transfer Station). If you have clean limestone block contact city hall.


Name: Sindy + Richard Snyder Address: 600 Garfield Odell, W.E. 68415

Phone Number: \_\_\_\_\_

Property Address: 1507 South St Legal Description: \_\_\_\_\_

Demolition Cost: \_\_\_\_\_ Reimbursement: \_\_\_\_\_

## Approval to Proceed, Signatures

<u></u>	<u>7-13-22</u>	_____	_____
Owner/Developer	Date	Mayor	Date
_____	_____		
Zoning Administrator	Date		

## Completion Signatures for Reimbursement

_____	_____	_____	_____
Owner/Developer	Date	City Clerk	Date
_____	_____		
Zoning Administrator	Date		

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

Full Name (Responsible Party):

Maschmeyer Ruth E  
Last Montell, Heather First Middle

Address:

[Redacted]  
Marysville, KS  
66508

Home Phone #:

[Redacted]

Work/Cell Phone #:

[Redacted]

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

NA

DATE OF EVENT:

9-17-22

LOCATION:

Art Center

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

Birthday party

I, Ruth Maschmeyer, 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.

Ruth Maschmeyer  
Signature of Responsible Party

7-11-22  
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**



**JULY 25, 2022 -----ORDINANCE NO. 3777**

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:		
FUND		
100	GENERAL	\$ 81,926.99
200	WATER REVENUE	42,872.38
300	SEWAGE REVENUE	57,338.43
400	STREET & HIGHWAY	402.90
409	BOND & INTEREST ACCOUNT #1	135,421.73
411	SPECIAL IMPROVEMENT	17,300.00
512	LIBRARY REVOLVING	8,364.46
600	SWIM POOL SALES TAX	1,628.08
707	KOESTER BLOCK MAINTENANCE	1,997.56
711	EMPLOYEE BENEFIT	28,987.57
715	TRANSIENT GUEST TAX	438.46
720	MUNICIPAL EQUIPMENT RESERVE	25,000.00
799	CAPITAL IMPROVEMENTS	11,450.00
800	SALES TAX IMPROVEMENT	<u>137,694.26</u>
	TOTAL ORDINANCE	\$ 550,822.82

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3777 7/25/22

Date: 07/21/2022

Time: 11:19 am

Page: 1

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ADVANCE INSURANCE COMPANY	997	LIFE INSURANCE PREMIUM AUGUST	0	00/00/0000	284.12
				Vendor Total:	284.12
ADVANTAGE COMPUTER-JAYHAW	1949	SOFTWARE SUPPORT ANNUAL MUNICIPAL COURT8/17/22-8/16/23	0	00/00/0000	625.00
				Vendor Total:	625.00
AFLAC-REMITTANCE PROCESS SE	528	INSURANCE PREMIUM-JULY	0	00/00/0000	1,290.46
				Vendor Total:	1,290.46
AGLAND ELECTRIC MOTOR SERVI	858	SERVICE LIFT STATIONS 6 MONTH VISIT 6/8/22	0	00/00/0000	4,950.00
				Vendor Total:	4,950.00
B & W ELECTRIC INC	481	GRAVE OPENINGS JUNE-CALEB BLUMER & FAY DOWNIE	0	00/00/0000	550.00
				Vendor Total:	550.00
BLUE CROSS BLUE SHIELD INSUR	0091	HEALTH INSURANCE PREMIUM-AUG + Dental	0	00/00/0000	31,719.25
				Vendor Total:	31,719.25
BLUE VALLEY TRAILERS INC	2626	(2) 3 WAY SWITCHES-HUSTLER 72" MOWERS	0	00/00/0000	84.00
				Vendor Total:	84.00
BOND & INTEREST ACCOUNT #1	0066	TRANSFER WATER TOWER PROJECT	0	00/00/0000	13,250.00
				Vendor Total:	13,250.00
BOND & INTEREST ACCOUNT #1A	332	TRANSFER LAGOONS	0	00/00/0000	4,115.00
				Vendor Total:	4,115.00
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	1,000.00
				Vendor Total:	1,000.00
CES GROUP P.A.	0172	ENGINEER FRANK MARSHALL, Flush Tanks, Manholes, + ADA Ramps (partial payments)	0	00/00/0000	12,528.00
				Vendor Total:	12,528.00
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #651	48614	07/13/2022	47,611.25 H
CITIZENS STATE BANK	0050	PREPAID VISA CARD-SUPPLIES FOR CITY HALL	48619	07/14/2022	118.20 H
				Vendor Total:	47,729.45
COMMERCE BANK-COMMERCIAL (	2055	PET STATIONS,SIGN,BADGES,GRAVE MARKERS,TASER CART.,TRAINING,ETC	48617	07/14/2022	6,810.07 H
				Vendor Total:	6,810.07
CONVENTION & TOURISM	0680	1/2 ARTIST FEE-BLACK SQUIRREL FOR IDNTITEEZ-APRIL SPICER	0	00/00/0000	250.00
				Vendor Total:	250.00
CORE & MAIN LP	2599	SHOVELS, SPADES, & PROBES	0	00/00/0000	606.88
				Vendor Total:	606.88
CROME LUMBER INC.	2235	LUMBER,SCREWS,PLYWOOD,PUNITY KNIFE,SILICONE,PAINT TOOL,ETC	0	00/00/0000	509.77
				Vendor Total:	509.77
DAVE'S BODY SHOP	4012	TOWING & REPAIR BATTERY CABLES #1004	0	00/00/0000	152.24
				Vendor Total:	152.24
DELTA INDUSTRIAL SERVICE & SL	2747	3 PAIR FIREFIGHTER BOOTS	0	00/00/0000	1,490.00
				Vendor Total:	1,490.00
EAGER BEAVERS INC	2856	REMOVE CEDAR STUMP & TRIM CEDAR TREES-KOESTER GARDENS	0	00/00/0000	800.00
				Vendor Total:	800.00
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	15,487.19
				Vendor Total:	15,487.19

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3777 7/25/22

Date: 07/21/2022

Time: 11:19 am

Page: 2

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
EMC INSURANCE COMPANIES	905	INSURANCE-NEW HOLLAND TRACTOR RENTED FOR STORM CLEAN UP	0	00/00/0000	180.00
				Vendor Total:	180.00
EVANGELICAL U.C.C.	1619	RECYCLING OPERATIONS JULY	0	00/00/0000	150.00
				Vendor Total:	150.00
EVERGY	1401	ELECTRICITY KOESTER APARTMENT 909 1/2 BROADWAY 6/10-7/12	0	00/00/0000	35.70
				Vendor Total:	35.70
FIBERGLASS ANIMALS AND	2520	REMAINDER 16 FIBERGLASS SQUIRRELS 2ND HALF	48621	07/14/2022	11,200.00 H
				Vendor Total:	11,200.00
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	3,000.00
				Vendor Total:	3,000.00
FIRST COMMERCE BANK	1541	SEWER VAC TRUCK LEASE PAYMENT #1	0	00/00/0000	43,211.45
				Vendor Total:	43,211.45
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	37,496.00
				Vendor Total:	37,496.00
GRAINGER, INC	1234	CASES FOR NEW MULTIMETERS	0	00/00/0000	43.24
				Vendor Total:	43.24
HANOVER ELECTRIC, INC	0025	RPR GRINDER PUMPS,BREAKERS, ADJ SENSOR SWR METER,ETC	0	00/00/0000	2,602.52
				Vendor Total:	2,602.52
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS + <i>Optional Group Life Insurance</i>	0	00/00/0000	10,757.96
				Vendor Total:	10,757.96
KANSAS DEPT OF HEALTH & ENVI	689	TOWER REHAB/WATERLINE PJT LOAN PAYMENT PJT-2734	0	00/00/0000	16,234.23
				Vendor Total:	16,234.23
KANSAS DEPT OF HEALTH	0151	LAB SERVICES-2ND QTR 2022 COLILERT DRINKING WATER&NITRAT E	0	00/00/0000	118.00
				Vendor Total:	118.00
KANSAS ONE-CALL SYSTEM, INC	838	LOCATES (84) JUNE	0	00/00/0000	100.80
				Vendor Total:	100.80
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER MS20DM000070	0	00/00/0000	875.55
				Vendor Total:	875.55
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE-JUNE	48616	07/14/2022	1,183.12 H
				Vendor Total:	1,183.12
KANSAS STATE TREASURER (WIR	0094	INT-WAT TOWER REFUND BONDS 2015 0194040815358	0	00/00/0000	119,187.50
				Vendor Total:	119,187.50
KANSAS WATER FEE	1423	WATER PROTECT/CLEAN DRINK FEES 2ND QTR 2022	0	00/00/0000	1,636.30
				Vendor Total:	1,636.30
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	2,809.87
				Vendor Total:	2,809.87
KRAMER OIL CO., INC	0035	GASOLINE & DIESEL	48618	07/14/2022	16,570.74 H
				Vendor Total:	16,570.74
STEVEN ALLEN KRAUSHAAR	0974	COURT APPOINTED SERVICES MARRISSA SLOAN	0	00/00/0000	100.00
				Vendor Total:	100.00
LANDOLL COMPANY LLC	0093	METAL FOR JOHN DEERE TRACTOR	0	00/00/0000	7.92

**INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR**

ORD #3777 7/25/22

Date: 07/21/2022

Time: 11:19 am

Page: 3

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>7.92</u>
LINK MEDIA OUTDOOR	2786	BILLBOARD RENT HWY 24-JULY	0	00/00/0000	200.00
				Vendor Total:	<u>200.00</u>
MARYSVILLE ADVOCATE	0017	ADS-FIREWORKS ST CLOSING & ORD REMINDER	0	00/00/0000	96.00
				Vendor Total:	<u>96.00</u>
MARYSVILLE HEALTH & FITNESS	1738	EMPLOYEE MEMBERSHIPS	0	00/00/0000	336.00
				Vendor Total:	<u>336.00</u>
MID-AMERICAN COURTWORKS	2855	25% OF BASE PRICE TENNIS COURT CONTRACT 6 COURTS-CITY/KRAMER	48615	07/13/2022	117,300.00 H
				Vendor Total:	<u>117,300.00</u>
MUNICIPAL SUPPLY, INC	579	COUPLINGS & GASKETS	0	00/00/0000	50.16
				Vendor Total:	<u>50.16</u>
NEBRASKA CHILD SUPPORT PAYM	1399	WITHOLDING ORDER AR2EQ4LJX2CMK	0	00/00/0000	227.08
				Vendor Total:	<u>227.08</u>
NEMAHA MARSHALL R E C	1044	ELECTRICITY AT BILLBOARD-SAM CASSIDY	48620	07/14/2022	1,600.94 H
				Vendor Total:	<u>1,600.94</u>
OPTIV SECURITY INC	2531	(2) 3 YEAR KEY FOBS FOR KBI SYSTEM-LEIS & SIMPSON	0	00/00/0000	101.68
				Vendor Total:	<u>101.68</u>
OTT ELECTRIC, INC	0037	SHIPPING-LAGOON SAMPLES,A/C REPAIR PD,&RPR WATER LEAK AIRPORT	0	00/00/0000	242.91
				Vendor Total:	<u>242.91</u>
PACE ANALYTICAL SERVICES INC	2519	WASTE WATER ANALYSIS-JUNE	0	00/00/0000	481.10
				Vendor Total:	<u>481.10</u>
PETTY CASH FUND (GENERAL)	0063	POSTAGE WATER SAMPLES & SHIRTS FOOD, & TAGS #2006	48622	07/19/2022	563.97 H
				Vendor Total:	<u>563.97</u>
PITNEY BOWES INC-SUPPLIES	2499	POSTAGE METER RENT 5/10/22-8/9/22	0	00/00/0000	142.86
				Vendor Total:	<u>142.86</u>
QUALIFICATION TARGETS, INC	1524	KLETC TARGETS 23X35" & 20X33"	0	00/00/0000	293.24
				Vendor Total:	<u>293.24</u>
MICHAEL W. RILEY	2845	COURT APPOINTED ATTORNEY TARA RUSSELL 21-386	0	00/00/0000	168.00
				Vendor Total:	<u>168.00</u>
SECURITY EQUIPMENT INC	2676	KOESTER MUSEUM MONITORING/SERV AGREEMENT 8/1/22-10/31/22	0	00/00/0000	471.00
				Vendor Total:	<u>471.00</u>
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	8,333.00
				Vendor Total:	<u>8,333.00</u>
SIMPLOT GROWER SOLUTIONS	2770	LEVEE CHEMICALS-SPIKE 20P	0	00/00/0000	390.00
				Vendor Total:	<u>390.00</u>
SWIMMING POOL REIMBURSEMENT	2494	REIMBURSE LIFEGUARD RECERT CLASS-ZECHARIAH WILLIAMS	0	00/00/0000	150.00
				Vendor Total:	<u>150.00</u>
TMHC SERVICES, INC.	1907	ALCOHOL/DRUG TESTING ADMIN FEE PRE-EMPLOYMENT SALCEDO&SHANDY	0	00/00/0000	244.00
				Vendor Total:	<u>244.00</u>
TRUCK REPAIR PLUS, INC.	1715	RPL ALTERNATOR, STARTER, & STARTER CABLE #4010	0	00/00/0000	1,598.55



# City Administrator's Report

7/21/2022

## 7/25/2022 Council Meeting

### 1. Tension Construction Easement – Spring Street Project

Included is a temporary construction easement between the city and Tension Envelope for the public to be able to use Tension's semi access east of Tension to get into the industrial park. This agreement was initially written by John McNish, City Attorney, reviewed by Tension and reviewed again by John McNish. Once approved, the street crew will construct a temporary road across city property from the end of the Tension property. This access will allow people to go in and out of the industrial park while the street is being replaced on Spring Street.

**Pages: 23-26**

### 2. Budget Hearing Change

In the process of putting our budget together, I did not realize that there was a change in timing for budget approval due to the new revenue neutral rate reporting process. Included is the new budget publication. I just need you to approve the new budget hearing date of August 22<sup>nd</sup>, 2022.

**Pages: 27**

### 3. Pool Settling

After getting the pool up and running we are noticing some changes in the pool that might show a symptom of why the leaks in the pipes happened. Included are pictures of the zero-entry side of the pool. When the pool was first built, the "shoreline" where the water came up to the edge was all even from north to south. Now, the northwest corner of the pool where the baby/toddler section is has noticeably changed its shoreline compared to the rest of the pool. We haven't necessarily seen any other major changes with the pool, other than the pipes breaking.

**Pages: 28-29**

## TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

Grantor, Tension Envelope Corporation, a corporation duly registered in the State of Kansas, grants a temporary construction and access easement to Grantee, the City of Marysville, Kansas, its agents, contractors and employees with necessary equipment, to enter on and have access to the Grantor's semi-truck driveway as depicted on Exhibit A (the "Easement Area"), and located on the east side of a tract of land described as:

All of Lots 1, 2, 3, 4 and 5, also all of vacated alley adjoining said lots on the South, together with the North 2 feet of Lots 6, 7, 8, 9 and 10, all in Block 48, Ballard & Morrall's Addition to the original town of Palmetto, now incorporated in and part of the City of Marysville, Kansas, more particularly described as follows: Beginning at the Northeast corner of Block 48, Ballard and Morrall's addition to the original town of Palmetto, now incorporated in and a part of the City of Marysville, Kansas, thence running West 234 feet to the Northwest corner of said Block 48, thence running South 154 feet along the West line of said Block 48, thence running East 234 feet along the East line of said Block 48, thence running North 154 feet along the East line of said Block 48 to the place of beginning.

Said temporary easement is for the express purpose of ingress and egress to work site on real estate owned by the City of Marysville, Kansas adjoining the Easement Area.

This grant of temporary easement shall terminate upon the earlier of (i) thirty (30) days after the filing of notice of completion of construction with the City of Marysville by the contractor with the City of Marysville or (ii) six (6) months from the effective date of this Temporary Construction and Access Easement Agreement.

The City of Marysville shall not be required to pay Grantor any fee or other rent payment. The City of Marysville, at its sole cost and expense, shall be responsible for making all improvements to the Easement Agreement that are required to provide ingress and egress over and across the Easement Area. The City of Marysville shall be solely responsible for maintaining and repairing the Easement Area, which shall include, but not be limited to, keeping the surfaces of all areas in a clean, uncluttered, orderly and sanitary condition, removing when reasonable and necessary, snow, ice and other debris, and repairing, replacing and renewing any and all other improvements incidental thereto.

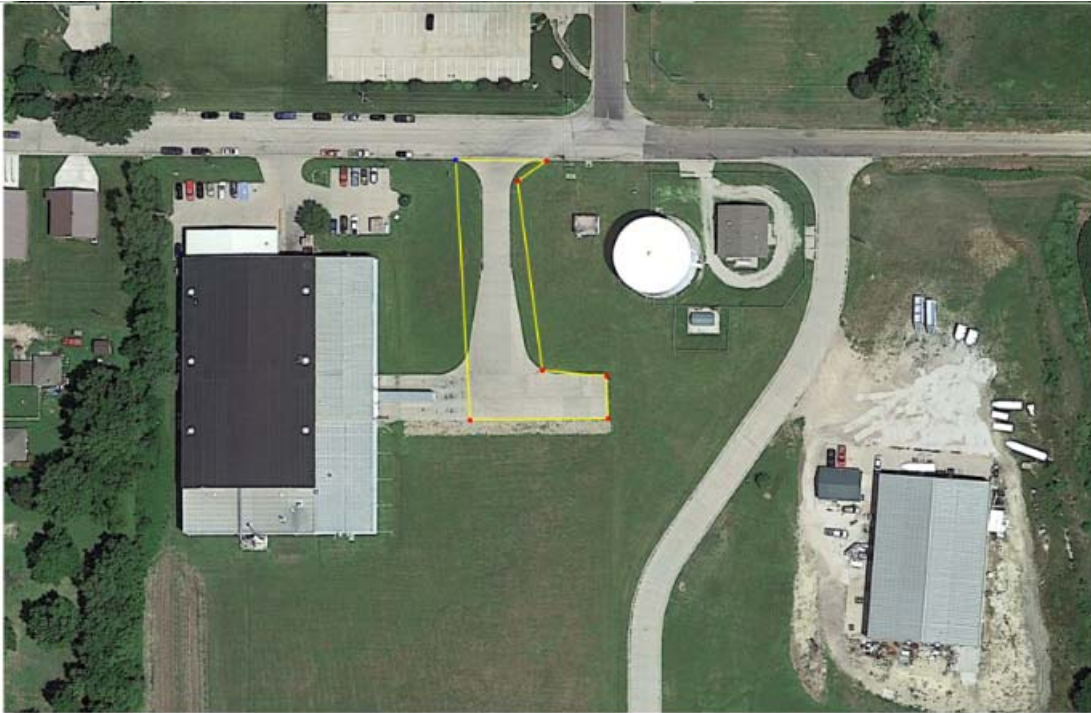
If the City of Marysville damages the driveway, it will be the responsibility of the City of Marysville to fix or make repairs to the driveway.

The City of Marysville will hold harmless and will indemnify Grantor and assume all responsibility for death of or injury to, any person and for loss, damage, or injury to any property (together with all expenses and attorney fees) arising from or attributable to the use of Grantor's

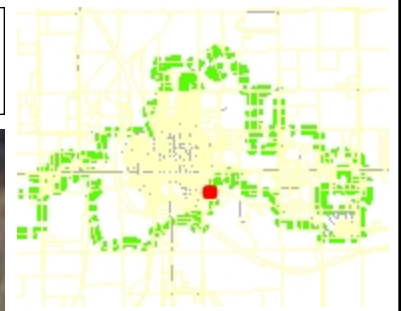




Exhibit A  
Easement Area Depiction



# Temporary Road - Industrial Park



## Legend

- Parcel
- Roads

## Notes

104.8 0 52.40 104.8 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







### Cemetery/Parks Dump Trailer

<b>Company</b>	<b>Price</b>
Travalong	\$14,940
Titan	\$14,500
<b>Top Hat</b>	<b>\$11,800</b>
Iron Bull	\$13,600
PJ Trailer	\$13,900

The Cemetery and Parks Department is looking to purchase a new dump trailer. We received five quotes for dump trailers, with Top Hat out of Belleville, KS coming in with the low bid of \$11,800. In comparing the trailers, we feel that the low bidder's trailer would work for our department.

## **Travalong (Waterville, KS - made by Landoll) \$14,940**

- Width: 82"
- Frame: 2" X 8" X 3/16" Tube On 2" X 6" X 3/16"
- Box Main Frame: 2" X 4" X 3/16 Tube
- Box Cross Members: 1.5" X 3" X 11 Ga. Tube
- Breakaway Battery & Maintainer
- Integrated Toolbox
- Formed 11 Ga. Fenders
- 2-6' Slide in Ramps
- 4 D-Rings in Bed
- Safety Chains & Hooks
- Bed Height @24"
- 7 Prong Molded Light Cord
- Single Cylinder with Scissor Lift
- 50/50 Spreader Gate
- Remote Control Hydraulics @ 20' Cord
- Power Up/Power Down Hydraulics
- Led Lights
- 7 Gauge- 24" Formed Sides/Floor
- Torsion Axles W/ Electric Brakes
- 45 Degree Tilt
- Stake Pockets 14' & 16' Models 8 Total
- Stake Pockets 12' Models 6 Total
- Sideboard Extension Pockets
- Rear Drop leg Standard On 14' And 16'
- 2 Way Spreader Gate On 2" Sides
- Tarp Ready

\*\*16' Trailers Are Standard with 18,000 lb. Hoist

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## **Titan (Waterville, KS) \$14,500**

Torsion EZ Lube Axles  
Remote Control  
8 Bolt Hubs  
Electric Brakes on all 4 Wheels  
Stake Pockets  
20" 12 ga. Galvannealed Sides  
12V Deep Cycle Battery  
10 ga. Floor  
2-5/16" Adjustable Bumper Hitch Coupler  
110V Charging Plug  
Scissor Lift – 5"x20" Cylinder  
Heavy Duty Spring Loaded Dual Pin Jack  
2 - 5' Ramps  
Power Up/Power Down  
Tie Down Rail  
4 - Heavy Duty D-Rings - 1 in Each Corner

Sealed Beam Recessed L.E.D. Lights  
Side Ramp Holders on 14' and 16' Dumps  
Split Barn Door Back Gate  
Breakaway Battery Box with Charger and Tester  
Spare Tire  
Diamond Plate Fenders  
12,000 GVWR on 10'  
7-Prong Heavy Cord  
14,000 GVWR on 12', 14' and 16'  
45 Degree Approximate Dump Angle

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## Top Hat (Belleville, KS) \$11,800

- Coupler: 2 5/16" Forged Adjustable 5/Position
- Coupler: 2 5/16" Round Adjustable on GN
- Jack: 10000# Drop Leg
- Jack: Dual 10000# Drop Leg on GN
- Fenders: HD Diamond Plate Straight
- Floor: 7 GA Sheet Metal
- Width: 83" Inside Box
- Brake: Electric All Wheel
- Break Away Unit w/Charger
- DOT Reflective Tape
- Primed & Painted Underside
- Doors: Double Action (Dual Swing Out/Spreader Gate. NA w/High Sides.)
- Ramp Pockets w/6' Ramps
- 5/8" D-Rings in Box (4)
- Spare Rack
- Sealed Flush Mount LED Lights
- Wiring Harness
- Lockable Battery/Pump Box
- Deep Cycle 12V Marine Battery w/110V-5 Amp Charger
- Tarp (Includes Installation)
- Color: Black

### Frame Structure

- Frame & Tongue: 8" I-Beam Intergrated
- Neck & Risers: (GN Model) 10" I-Beam
- Sides: 24" Tall 10 GA Sheet Metal w/Top rail
- Top rail: Rigid 3x2x7 GA Rectangular Tubing
- Uprights: 24" OC
- Crossmembers: 3" Channel 16" OC
- Tarp Bracket & Tie Downs
- Loading Height 4" Lower than DP Model
- 
- **Dump Components**
- Hoist: Scissor Lift
- Power Up/Power Down
- Control: Pistol Grip w/10' Cord
- Safety Prop
- Caulked Seams on Dump Body



Options

- **DPX 140 Options**
- Deduct 6' Ramps
- 3' High Side on 12', 14', 16'
- 4' High Side on 12', 14', 16'
- **Note:** Standard Equipment Double Action Doors NA w/High Side Option
- Gas Engine Powered Pump In lieu of Electric Pump
- Spare ST235/80R/16 LRE on 8-Hole
- Hydraulic Jack
- Solar Battery Charger.

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**Iron Bull (Salina, KS) \$13,600**

2 - 7,000 Lb. Axles Dexter Straight w/Electric Brakes  
6" I-Beam Tongue  
6" I-Beam Frame  
24" 10 ga. Dump Sides  
24" 3 Way Gate  
ST235/80 R16 LRE 10 Ply Radial Tires  
2-5/16 Adjustable 14k Coupler  
Diamond Plate Fenders (Weld On)  
1-10K Spring Loaded Drop Leg Jack  
Scissor Hoist TH-516  
Slide-IN Ramps 16" x 80"  
Mesh Roll Tarp System  
LED Lights  
Standard Wiring Harness  
D-Rings 2 1/2" Weld On (4ech)  
Spare Tire Mount  
Side Step Plate  
4825lbs

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**PJ Trailer (Salina, KS) \$13,900**

2023-PJ DUMP TRAILER, DLA-16FT X 83" LO-PRO MODEL  
SCISSOR HOIST, KTI PUMP SYSTEM  
D-RING'S IN BOX, 80" RAMPS  
BATTERY CHARGER BUILT IN  
BP 2 5/16 ADJUSTABLE  
2-7K DEXTER ELECTRIC 14K GVWR  
SPLIT/SPREADER GATE  
TRASH/MESH TARP SYSTEM  
UPGRADE TO SINGLE 10K JACK  
MOUNT ONLY FOR SPARE TIRE  
10GA. SIDES AND FLOOR  
BLACK POWDER COATED

## Standard Features

14,000 lb. G.V.W.R.

7,000 lb. x 2 G.A.W.R.

Demco EZ Latch Adj. 2 5/16" Ball Coupler

Safety Chains

1 - Drop Leg Jack (12,000 lb.)

2 - Dexter E- Z lube Brake Axle (7,000 lb.)

6 Leaf Slipper Spring Suspension

4 - 16" Black Mod Wheels

4 - 235/80R16 Radial Tires (3,520 lb.)

Electric Breakaway Kit w/ Charger

DOT Reflective Tape

1/8" Treadplate Steel Fenders

Lockable Toolbox (Houses Battery and Pump)

2 - Way Gate (Barn Doors & Spread Gate)

6' 6" Slide In Channel Ramps

4 - D-Rings (Welded inside the Box)

40° Dump Pitch

12VDC Hydraulic Pump

5"x17" Hyd.Cylinder w/Scissor & 5"x 21" on 16'

Scissor Lift

12' Control Cable

Tarp Kit

8" x 10 lb. I-Beam Frame & Tongue

3" Channel Crossmembers 16" on Center

10ga. Steel Bed

83" Wide Bed

10ga. Steel Sides

24" High Sides

DOT Approved Flushmount Lifetime LED Lights

Double Insulated Harness w/Cold Weather Cord 7-way

Stake Pockets

Sand Blasted, Acid Washed, Powder Coated

Interstate (TM) Deep Cycle Battery

Ultra Low 24"- 28" Deck Height

110V Integrated Trickle Charger

5 year Dexter Axle Warranty

Spare Tire Mount Driver Side Monster Step

## AGREEMENT REGARDING CONDEMNATION OF CERTAIN REAL ESTATE

THIS AGREEMENT REGARDING CONDEMNATION OF CERTAIN REAL ESTATE, effective as of the date of the last party to sign below, is by and between First Commerce Bank, having an address at 902 Broadway, Marysville, KS 66508 ("First Commerce") and the City of Marysville, Kansas, having an address of 209 N. 8<sup>th</sup> Street, Marysville, KS 66508, ("City of Marysville)."

Whereas, the City condemned the apartment building as unsafe and the resolution condemning the structures/facilities was published and served upon the owners, Julie Murphy and Sean M. Murphy; said real estate described as:

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

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

Street Address: 205 N. 10<sup>th</sup> Street, Marysville, KS 66508).

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

For good and valuable consideration, the parties hereby agree as follows:

1. The City of Marysville agrees to proceed with the condemnation and demolition of the subject premises subject to the following contingencies and conditions:
  - A. The City will certify the costs of demolition to the Marshall County Clerk to assess such costs as a special assessment to the subject property. Should the Marshall County Clerk fail or neglect to assess such costs as a special assessment to be collected as a property tax and converted into a lien upon such real estate, the City of Marysville shall have the option to terminate the contract and pursue alternative actions under which the City of Marysville may seek recovery of its demolition and legal costs incurred in the condemnation of the subject property.
  - B. The City will seek permission from the Marshall County Board of County Commissioners to act as special county counselor to proceed with a tax foreclosure of the subject property. If the Marshall County Board of County Commissioners do not approve of the delegation of authority, then the City of Marysville shall have the option to terminate the contract and pursue alternative actions under which the City of Marysville may seek recovery of its demolition and legal costs incurred in the condemnation of the subject property.
  - C. The City of Marysville will be responsible for demolition of the subject property, including all costs, including legal fees incurred in the tax sale or foreclosure. The City of Marysville shall be responsible for the allocation of monies to the appropriate taxing jurisdictions, including the reimbursement of the City of Marysville for its costs incurred in the condemnation and foreclosure process. Nothing in this agreement shall prohibit the City of Marysville from claiming or asserting priority over the sale proceeds.

- D. At the tax sale or foreclosure sale of the subject property, First Commerce shall tender a bid of not less than the sum of Fifty Thousand Dollars (\$50,000.00). First Commerce shall not be obligated to make any further bids on the subject property above the sum of Fifty Thousand Dollars (\$50,000.00) in the event other bidders participate in such public auction. If First Commerce is not the successful bidder, then First Commerce agrees to forego and will not seek recourse against the City of Marysville for any present or future damages or losses, whether foreseeable or not.
- E. All demolition work will be conducted in a safe and sanitary manner, in order to prevent injury to persons and damage to infrastructure, utilities, and streets. The City of Marysville and its demolition Contractor shall be responsible for any and all damage by employees or equipment to curbs, gutters, inlets, walks and streets within a public right-of-way. The City of Marysville and its Contractor shall be responsible for any injury or damage to third parties and will hold First Commerce harmless from any damages and losses to person and property attributable to the demolition of the subject premises and tax/foreclosure sale.
- F. The parties agree that this agreement constitutes the entire agreement and that there are no unwritten, oral or implied promises, covenants or warranties. All the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors in interest, and assigns of the respective parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract, exist between the parties. This Contract may only be modified by a written agreement signed by both parties. This Contract shall be interpreted and governed in accordance with the laws of the State of Kansas.

Agreed:

City of Marysville, Kansas

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

Attest:

\_\_\_\_\_  
Clerk

First Commerce Bank  
By: Marcus [Signature]  
President

Attest:  
May E. Jancey  
Secretary

# MEMORANDUM OF UNDERSTANDING

Between

**The City of Marysville, Kansas**

And

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

This Memorandum of Understanding, entered into on this 27 day of June, 2022, by and between the City of Marysville, Kansas, a Kansas municipality, hereinafter referred to as "City," and the Board of County Commissioners of Marshall County, Kansas, a county governmental entity, hereinafter referred to as "County," agree as follows:

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

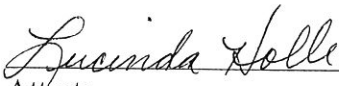
therefor from the proceeds of the sale of the above-described tract of real estate. Both City, Board of County Commissioners, and their respective employees agree to cooperate in good faith in fulfilling the terms of this Memorandum of Understanding. Any unforeseen issues or questions, to the extent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

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

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

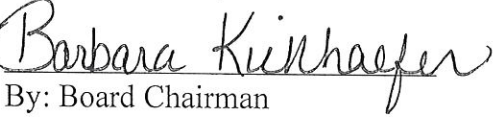
**City of Marysville**

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

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



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

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

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

