

AGENDA
REGULAR MEETING
Aug. 26th, 2024
7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. APPROVAL OF MINUTES – Regular Meeting: Aug 12th, 2024.

Pages 03-08

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. Prior to making comments, please state the following: First & Last Name, Your Address and Ward.

1. Library Update – Mandy Cook

3. BUSINESS AND DISCUSSION ITEMS

1. Temporary Suspension of UPOC Code Sec 10.6, Aug 28th Request – Trail Life & American Heritage Girl Troops
2. Resolution 2024-16 Clean up 600 N 15th
3. Resolution 2024-17 Support MIH Grant & KHITC Grant
4. Resolution 2024-18 Support CDBG Koester
5. Marshall County Sports & Rec Contract 2025-2029

Pages 09-10

Pages 11-16

Page 17

Page 18

Pages 19-30

4. NOTICES AND HEARINGS

1. Revenue Neutral Rate
2. Resolution 2024-19 Levy a Property Tax Rate Exceeding the Revenue Neutral Rate
3. 2025 Budget Hearing
4. Approval of 2025 Budget

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5. CONSENT AGENDA

1. Alcohol Consumption Request Sept 17th, Koester House Museum & Gardens – C&T

Page 33

6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3829

Pages 34-40

7. CITY ADMINISTRATOR REPORT

8. STANDING COMMITTEE REPORTS

1. Nordhus Motor Storm Sewer

Pages 41-43

9. APPOINTMENTS & WAGE DETERMINATION

10. CITY ATTORNEY

11. EXECUTIVE SESSION

12. COUNCIL COMMENTS

ADJOURNMENT

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).

TABLED OR UNRESOLVED ITEMS

1. 12TH Road
2. Fireworks Amendment
3. Water & sewer connections required for separate buildings.
4. Condemnation 205 Calhoun – new owner.
5. Eagle Scout Project at Pool – Michael Pils

Regular Meeting
City Hall, Marysville, Kansas-August 12, 2024

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 Frye in the chair City Administrator Haverkamp and City Clerk Holle were also present.

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

Mayor Frye asked if the Council would like to add item 9 to the agenda to discuss an ordinance to allow parking on right-a-ways and in alleyways. He also asked if the Council would add an additional item concerning an emergency water connection at 1175 Pony Express Highway. CM Keating moved, CM Throm seconded to add item 9 and 10 to the agenda. Motion carried 7-1 with CM Behrens voting no.

The minutes from the July 22nd regular meeting were presented for approval. CM Throm moved; CM Goracke seconded to approve the minutes as presented. Motion carried by 8-0 voice vote.

The minutes from the July 31st special meeting were presented for approval. CM Throm moved, CM Goracke seconded to approve the minutes as presented. Motion carried by 8-0 voice vote.

PUBLIC COMMENTS:

1. **WATER CONNECTION OUTSIDE CITY LIMITS.** Alan Feldhausen representing Mert Ott who owns and lives at 1175 Pony Express Highway (outside of city limits) has had his well fail. Alan is asking the City to allow the property at 1175 Pony Express to connect to city water. CC Holle provided the Council with information to explain the council's procedures if they approve the water connection.
2. **WEED NUISANCE 300 N 12TH STREET.** Sean Cohorst who owns the rental property at 300 N 12th Street said he and the renter had received a weed and clean-up notice. Sean said some progress was made by the renter but was not complete. The due date for completion was today, August 12th. Sean asked the Council to grant a 2-week extension so he could clean up the remaining nuisance. This extension would be concerning the weed and clean-up notice only. The car parked in violation was not included. CM Throm moved, CM Schrater seconded to give a 2-week extension for the grass only. Motion carried unanimously.

BUSINESS AND DISCUSSION ITEMS:

1. **SUGGESTED AMENDMENT TO FIREWORKS ORDINANCE.** Vernitta Peeks asked the Council to consider amending the fireworks ordinance to restrict discharging fireworks that would cause residue to fall on property not owned by the person igniting the fireworks. Council consensus is to set up a Police and Fire Committee meeting to discuss the issue. Vernitta will be informed when the meeting is scheduled.
2. **FFA BLUE & GOLD TRUCK & TRACTOR SHOW.** Marysville High School FFA would like to use the City Park for the truck and tractor show on September 28th. The City will supply the cones to block the entrances to the park. CM Throm moved; CM Goracke seconded to approve closing City Park September 28th. Motion carried 8-0.
3. **DOG SWIM.** Pool Manager, Courtney Luedders proposed an end-of-season event for dogs at the pool. This event will be held on Monday, September 2nd from 6:00 p.m. to 8:00 p.m. and a waiver

will be signed by all participants. CM Keating moved; CM Throm seconded to allow the end of season dog swim. Motion carried unanimously.

4. **REZONING 832 PONY EXPRESS HIGHWAY ORDINANCE 1929.** The Marysville Planning Commission recommended the property owned by Jim and Stacie Ellenbecker at 832 Pony Express Highway be re-zoned from A-1 Agricultural to SR-3 Suburban Residential-3 District. No valid protest against the proposed rezoning was filed. *ORDINANCE NO. 1929 AN ORDINANCE AMENDING THE UNIFIED LAND DEVELOPMENT CODE BY REZONING A TRACT OF LAND DESCRIBED IN SECTION 1 HEREIN FROM A-1 (AGRICULTURAL DISTRICT) TO SR-3 (SUBURBAN RESIDENTIAL-3 DISTRICT) WITHIN THE ZONING LIMITS OF THE CITY OF MARYSVILLE, KS.* CM Throm moved; CM Snellings seconded to approve Ordinance 1929. Motion carried 8-0 voice vote.
5. **LKM VOTING DELEGATES.** The City needs two voting delegates and two alternates to vote at the League of Kansas Municipality Conference. The City has four people attending. By consensus, the Council appointed CM Behrens and CM Throm voting delegates and CM Ferris and CA Haverkamp as alternates at the League of Kansas Municipalities conference in October.
6. **CITY EMPLOYEE PICNIC & ALCOHOL CONSUMPTION REQUEST.** The City of Marysville would like to reserve the shelters in the City Park for an employee party and would like to barricade the area to allow alcohol consumption. CM Keating moved, CM Throm seconded to allow alcohol consumption in the City Park for the employee party September 14th, from 4:00 p.m. to 7:00 p.m. Motion carried unanimously.
7. **RESOLUTION 2024-14 GRAVEL DASH ALCOHOL CONSUMPTION.** Resolution 2024-14 *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 MARYSVILLE, KANSAS* was presented for approval. The Gravel Dash and Pony Express Festival Event sponsored by the Marysville Chamber Main Street has asked to sell alcohol at 8th and Broadway and allow alcohol consumption in the barricaded area on Saturday September 7 from 10:00 a.m. to 11:00 p.m. CM Snellings moved, CM Schrater seconded to approve Resolution 2024-14. Motion carried unanimously.
8. **HEALTH INSURANCE PROPOSAL.** CA Haverkamp told the Council the City had again applied to KMIT (Kansas Municipal Insurance Trust) Health Pool for group health insurance. The City has been accepted if the Council approves. The insurance will still be with Blue Cross Blue Shield of Kansas, but the City would now belong to a large group of cities, counties, and libraries. The City's current plan has a \$1,500 deductible and the renewal will cost the City \$406,759.56 annually which is an increase of \$38,132.76. The plan with KMIT for a \$500 deductible will cost the city \$326,663.52 annually which is a reduction of \$80,096.04. CM Keating moved; CM Behrens seconded to approve renewing the health insurance plan through KMIT at the \$500 deductible level. Motion carried unanimously. The dental insurance will remain with the Blue Cross Blue Shield carrier.
9. **ORDINANCE 1930 ALLEY PARKING.** Ordinance No. 1930 was presented as requested by the Council. *AN ORDINANCE ALLOWING PARKING ALONG ALLEYWAYS WITHIN CITY LIMITS OF MARYSVILLE, KANSAS, ENSURING ALLEYWAYS REMAIN SAFE AND ACCESSIBLE FOR ALL RESIDENTS AND EMERGENCY VEHICLES, AND EXCLUDING THE CITY FROM THE STANDARD TRAFFIC ORDINANCE SECTION 92* was presented for approval. This ordinance will change alleyways from a loading/unloading zone. A minimum of twelve (12) feet of clearance must be maintained in an alleyway and parking in alleyways may not impede traffic flow. CM Keating moved; CM Snellings seconded to approve Ordinance 1930. Motion carried 5-3 with CM Behrens, CM Ferris and CM Beikman voting no.

10. SERVICE EXTENSION-ANNEXATION AGREEMENT 1175 PONY EXPRESS HIGHWAY. Alan Feldhausen, representative of Mert Ott asked the City to grant a service extension for water to Ott's property at 1175 Pony Express Highway as his well has quit. As the city code 15-128 states the applicant will be required to sign an agreement with the City giving full and complete consent to the City to annex serviced property at any time after the date of the agreement. Mert will pay all the applicable fees. CM Keating moved; CM Behrens seconded to grant a service extension for water at 1175 Pony Express Highway with the owner signing the Service Extension-Annexation Agreement. Motion carried unanimously.

NOTICES AND HEARINGS:

- 1. CONDEMNATION HEARING 904 MAY.** Mayor Frye conducted a condemnation hearing for the house at 904 May which had a fire February 27, 2024. Steve Boren, the owner of the house, was not in attendance. The building inspector submitted a report as follows: The top of the door is black from fire damage. The front corner of the living room area, the siding and boxing was removed to fight the fire. The rim joist was cut and is severely charred. The picture window is missing and there is smoke/heat damage to the soffit and gutter. There is extensive damage to the walls and ceiling. There is water damage throughout the house and the paint is peeling. This property is a dangerous/unsafe structure and is unfit for human habitation. With no further comment the hearing was closed.
- 2. RESOLUTION 2024-15 CONDEMNING PROPERTY AT 904 MAY.** A resolution for condemnation of the property at 904 May was presented. *A RESOLUTION FINDING THAT THE STRUCTURES SITUATED ON LOTS 9-10, IN BLOCK 7, IN THE PALMETTO ADDITION, NOW INCORPORATED AND A PART OF THE CITY OF MARYSVILLE, MARSHALL COUNTY, KANSAS (STREET ADDRESS: 904 MAY STREET, MARYSVILLE, KANSAS 66508) IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURES BE REMOVED AND THE PREMISES MADE SAFE AND SECURE.* CM Throm moved; CM Snellings seconded to approve Resolution 2024-15 condemning the property at 904 May. Motion carried unanimously.

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

1. Alcohol Consumption Request-Lee Dam art Center August 31, 2024, Donna Mazour wedding reception.
2. Convention & Tourism funding request: Travel Kansas Magazine ad, \$525; Kansas Tourism Conference expenses, \$815, \$2,000 totaling \$1,340.00.
3. The City Clerk's Report for July showed \$94,009.48 collected in receipts with a like amount being deposited with the City Treasurer.
4. Cash balances in funds were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through July 2024 showed unadjusted accumulated revenues in the General Fund of \$2,539,144 or 87% of budget; Water Revenue Fund, \$494,222 or 55% of budget, Sewer Revenue Fund, \$459,603 or 60% of budget. The unadjusted statement of expenditures in the General Fund totaled \$1,851,390 or 56% of budget, Water Revenue Fund, \$633,098 or 49% of budget, and Sewer Revenue Fund, \$472,723 or 38% of budget.

5. The Municipal Judge's Report for July showed \$3,371.50 being deposited with the City Treasurer and \$508.50 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

APPROPRIATIONS ORDINANCE NO. 3828

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$159,947.21; Water Revenue Fund, \$23,358.17; Sewer Revenue, \$17,584.77; Sewer Replacement Fund, \$227,567.25; Industrial Fund, \$3,125.00; Library Revolving Fund, \$14,852.92; Swim Pool Sales Tax Fund, \$58,747.80; Special Law, \$330.00; Koester Block Maintenance, \$1,511.42; Employee Benefit Fund, \$19,438.00; Transient Guest Tax, \$4,138.00; Sales Tax Improvement Fund, \$185.08 making a total of \$530,785.62.
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 Schrater seconded to approve the appropriations ordinance totaling \$530,785.62.
3. Motion to approve the appropriations ordinance carried by 8-0 roll call vote. City Clerk Holle assigned Ordinance No. 3828.

STAFF REPORTS:

CITY ADMINISTRATOR:

1. **STREET MARKINGS.** CA Haverkamp reported the street department have almost completed the parking stalls and cross walks.
2. **POOL HOURS.** The pool will not be open every day during the final weeks of the season. You will need to check their Facebook page for current details.

STANDING COMMITTEE REPORTS: PARKS & RECREATION

1. **RECREATION CONTRACT.** There was a Parks and Recreation Committee meeting. CM Goracke reported that the committee has met with Marshall County Sprots and Rec (Vince and Jacey Pacha owners) to discuss renewing their contract for recreation in Marysville. Pacha's would like to eliminate the requirement to keep an office space. Most business is conducted at ball diamonds, and they would like to leave brochures and registrations at the Chamber Main Street office. CC Holle will contact CMS Director Wayne Kruse about the proposed arrangement. The Marshall County Sports and Rec asked the compensation be raised to \$70,000.00 annually and would like to extend the renewal for five years. CM Behrens moved, CM Throm seconded to renew the recreation contract for five years at \$70,000.00 annually with Marshall County Sports and Recreation and eliminate the requirement for an office space if Chamber Main Street agrees. A contract will be amended and presented with the changes. Motion carried unanimously.
2. **LOCOMOTIVE IN CITY PARK.** Trey Shaw, President of the Kansas Steam Heritage Association gave a presentation to the Committee. He explained their desire to preserve historic rail equipment across the State of Kansas. They would like to acquire the "460" engine in the City Park and make it functional. By consensus, the Council agreed to allow the group to bring in an expert to access the engine and asked them to share the information with the City.
3. **STORAGE SHED AT POOL.** Michael Pilsl met with the Committee at the pool to discuss his Eagle Scout project to build a storage shed for swim team equipment. The project will not cost the City anything. He is proposing to place the shed on the north side of slides in the grassy area. He will bring a proposal to Council.

4. **FITNESS COURT.** Mayor Frye said he and CA Haverkamp have been speaking with a representative from Blue Cross and Blue Shield who would give the City a grant of \$70,000.00 to build an outdoor fitness court. The court would be approximately 10 yards X 10 yards. The City's share would be upwards of \$170,000.00.
5. **SPLASH PAD.** Mayor Frye said the committee had discussed building a splash pad as suggested by some residents. The cost would be anywhere from \$60 a square foot to \$150 a square foot.

ADMINISTRATIVE AND FINANCE.

1. **CONVENTION & TOURISM CONTRACT.** The Admin/Finance Committee met with the Chamber Main Street board to discuss the proposed contract for them to conduct convention and tourism in Marysville. The contract is being reviewed by their attorney. The proposed amount for this service is \$80,000.00 which is most of the funds the City will receive in Transient Guest Tax for this year.

APPOINTMENTS:

EXECUTIVE SESSION:

COUNCIL COMMENTS:

1. **RAMPS ON BROADWAY.** CM Snellings asked if the City built ramps for stores on Broadway. The City does not.
2. **SQUIRRELS JUST WANNA HAVE FUN.** CM Snellings said Squirrels Just Wanna Have Fun event was a success and there were about 225 women who attended.
3. **GO CAR WASH.** CM Behrens wants to report publicly that the City or the Council did not recruit Go Car Wash to Marysville.
4. **LOW HANGING BRANCHES.** CM Behrens said there are low hanging branches blocking vision of the intersection from 5th to 6th on Alston. CM Schrater also reported the corner of 9th and May and 10th and Calhoun.
5. **205 CALHOUN CONDEMNATION.** Council members reported there has been burning after 10:00 p.m. at 205 Calhoun and asked how the condemnation process is going. They were told CA Westbrook is in the process of having the original condemnation dismissed in court as a new person now owns the house.
6. **WATER/SEWER PARTY LINES.** CM Schrater asked if the Water/Sewer Committee could talk about allowing party lines for water and sewer. This was discussed earlier in a council meeting. This would require several changes to City Code and the Unified Land Development Code.
7. **GET GREAT RATES REPORT.** CM Throm said the meeting with Carl from Get Great Rates was postponed. He suggested the report be presented at a special meeting so there would be more time to discuss the results. Council consensus was to set up a special meeting.
8. **NPI REPAIRING ALLEYS.** Mayor Frye asked if NPI, the company replacing service lines for Kansas Gas was done. The service lines are in, but their concrete crew is working on repairing sidewalks, alleys, and streets.
9. **12TH ROAD PLANS.** Mayor Frye said he would like to make 12th Road repairs a priority. He would like to get funding options and plans. He would also like to put ongoing projects the Council needs to work on, on the back of the agenda.

10. YOUTH INVOLVEMENT. Mayor Frye suggested the City create a youth board to bring ideas to the Council.

11. NATIONAL NIGHT OUT. National Night Out was a success again.

There being no further business, at 8:44 p.m. CM Schrater moved to adjourn, CM Snellings seconded. Motion carried unanimously.

Cindy Holle
City Clerk

From: Ashley Schmitz [REDACTED]
Sent: Friday, August 16, 2024 7:14 AM
To: cityclk@bluevalley.net
Subject: council meeting approval

Hello,

Mayor Fry and Council Members, I am reaching out on behalf of Trail Life and American Heritage Girl troops of Marysville to request a temporary suspension of the Standard Public Offense Code Sec. 10.6, which states:

The unlawful operation of an air gun, air rifle, bow and arrow, slingshot, BB gun or paint ball gun in the shooting, discharging or operating of any air gun, air rifle, bow and arrow, slingshot, BB gun or paint ball gun, within the city, except within the confines of a building or other structure from which the projectiles cannot escape. Unlawful operation of an air gun, air rifle, bow and arrow, slingshot, BB gun or paint ball gun is a Class C violation.

Trail Life USA Troop KS-0007 and our sister group, American Heritage Girls Troop KS-0007, host a recruitment night on Wednesday, August 28th, from 6:00 p.m. to 8:00 p.m. We have hosted this event for several years and want to return it. We want to be able to do the following events: shooting single pump BB guns, participating in archery with 15lb draw bows, kayaking/Canoeing, and other stations. Safety is our primary focus during this event, and we have taken the following steps to ensure everyone's safety while attending this event. The Shooting Range will have adult leaders certified as National Rifle Association Range Safety Officers. The Archery Range will have skilled archery shooters with years of experience and training.

From the Attached map (not drawn to scale), we will have Police Tape marking the edges of our ranges to keep attendees from walking into the open range. The Ranges are set up with the 12' high sloped embankments to contain stray BBs or arrows. We have talked to Police Chief Simpson; he said that he had not had any complaints about our event previously and that he was okay with us hosting the event again this year. We are to notify him about a week before the event, and he will provide us with a Police Tape we can use for our boundaries. We have leadership from both organizations who will be helping guide and supervise attendees so that they stay in the appropriate areas to ensure the safety of all participants.

Thank you for your time and consideration. We appreciate everything the city has done to support our organizations and the activities we host in our community.

Thank you,
Ashley and Buster Schmitz



RESOLUTION NO. 2024-16

**RESOLUTION FOLLOWING HEARING ON NUISANCE
VIOLATION BEFORE THE GOVERNING BODY ON
AUGUST 26, 2024**

WHEREAS, pursuant to Chapter 8, Article 2 of the Code of the City of Marysville, Kansas, notice was given to Phillip Caswell with regard to 600 N 15th Street, Marysville, Marshall County, Kansas, on June 4, 2024, regarding violations of Chapter **8-201** of said Code (commonly referred to as the Health and Welfare Code); and

WHEREAS Phillip Caswell did not request a hearing, nor did they appear on June 24, 2024, as pursuant to the Code of the City of Marysville; however, the Governing Body did discuss the alleged violations as aforementioned on August 26, 2024, and

WHEREAS the Governing Body indicated the following deadline would apply for compliance in the area of concern: The area of 600 N 15th Street, Marysville, Marshall County, Kansas, shall be in compliance prior to September 10, 2024.

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 before September 10, 2024, 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 26th day of August, 2024, by the Governing Body of the City of Marysville, Kansas.

FORMALIZED IN WRITING ON THIS 26th DAY OF AUGUST 2024.

(Seal)

TODD FRYE
Mayor

ATTEST:

LUCINDA HOLLE
City Clerk

MEMO

TO: Mayor and Governing Body

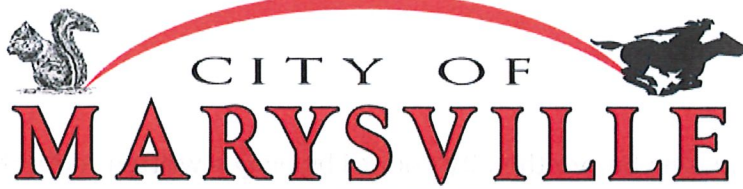
FROM: William Ralph
Code Enforcement

DATE: August 2, 2024

RE: Resolution to clean up property at 600 N. 15th street, Marysville Ks.

I sent a certified letter to Phillip Caswell on June 4, 2024. The notice is to clean up/cut brush and weeds growing along the house, fence and in the back yard. He cut the brush along the house and the fence before the follow-up date so I gave him more time to do the back yard. Now the back yard has not been done and the brush along the house and fence is growing back up.

I am requesting that the council make a resolution to clean up this nuisance or give me further guidance on how to proceed. Included with this letter is a copy of the vehicle Notice, and a copy of the Certified Mail receipt.



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: 06/04/2024

OWNER AND/OR TENANT: Phillip Caswell

LOCATION OF INSPECTION: 600 N. 15th 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 brush growing along the house, fence, and in the back yard.

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.

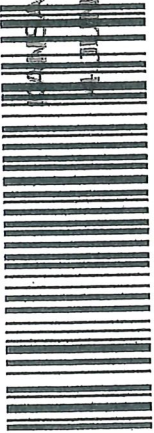


ADDITIONAL VIOLATION: 07/30/2024





City of Marysville
209 North 8th
Marysville, KS 66508



MARYSVILLE, KS CITY 640

FIRST-CLASS PERMIT NO. 640 MARYSVILLE, KS
JUN 04 2024 PM 2 1

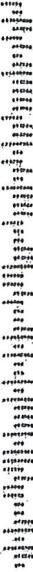
7022 0410 0000 1200 3642

US POSTAGE PAID PITNEY BOWES
ZIP 66508 **\$ 008.69**
02 7H JUN 04 2024
0006087351

Phillip Caswell
600 N 15th St.
Marysville KS 66508

6-7-24 LN

6-12-24 2nd



66508-145800

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Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
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 Adult Signature Required \$
 Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

8.69

Sent To

Phillip Caswell
600 N 15th St

City, State, ZIP+4®

Marysville KS 66508

PS Form 3800, April 2015 PSN 7550-02-000-9047

See Reverse for Instructions



7022 0410 0000 0140 2202

RESOLUTION NO. 2024-17

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF MARYSVILLE, MARSHALL COUNTY, KANSAS AUTHORIZING AN APPLICATION BY THE CITY FOR A MODERATE-INCOME HOUSING (MIH) GRANT AND KANSAS HOUSING INVESTOR TAX CREDIT (KHITC) PROGRAM FROM THE KANSAS HOUSING RESOURCES CORPORATION TO FINANCE RENOVATION OF THE KOESTER BLOCK COMMERCIAL PROPERTY UPPER STORY AS APARTMENTS AND DOCUMENTING SUPPORT OF SAID APPLICATION.

WHEREAS, the City of Marysville recognizes the need to create housing in the City of Marysville, and

WHEREAS, the City of Marysville, Kansas is hereby authorized to submit an application for Moderate-Income Housing (MIH) Grant AND Kansas Housing Investor Tax Credit (KHITC) program from the Kansas Housing Resources Corporation to finance renovation of the Koester Block Properties in Ballard & Morral Addition, Block 10, Lots 1-12 in Marysville to include much needed housing downtown in the upper stories of the commercial properties.

NOW THEREFORE BE IT RESOLVED by the City of Marysville Governing Body that we support said grant applications, and if awarded agrees to designate The Frontier Development Group to comply with the terms of the programs during the compliance period, including all reporting. The City of Marysville will distribute the awarded funds to the Developer: The Frontier Development Group, for reimbursement of renovation and construction expenses.

ADOPTED AND PASSED BY THE GOVERNING BODY OF THE CITY OF MARYSVILLE, this twenty-sixth day of August 2024.

ATTEST:

TODD FRYE
Mayor

LUCINDA HOLLE
City Clerk

(SEAL)

RESOLUTION NO. 2024-18

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF MARYSVILLE, MARSHALL COUNTY, KANSAS AUTHORIZING AN APPLICATION BY THE CITY FOR A CDBG GRANT TO FINANCE RENOVATION OF THE KOESTER BLOCK COMMERCIAL PROPERTY UPPER STORY AS APARTMENTS AND DOCUMENTING SUPPORT OF SAID APPLICATION.

WHEREAS, the City of Marysville recognizes the need to create housing in the City of Marysville, and

WHEREAS, the City of Marysville, Kansas resolves to serve as official grantee for the purposes of the Kansas Small Cities CDBG commercial rehabilitation program application being prepared by Frontier Development Group for the buildings located at 901, 905, 907, 909, 911 and 913 Broadway Street, Marysville, Kansas 66508, contingent on all citizen participation and application requirements. The city acknowledges that only one application per community may be submitted in any one program year and resolves that this particular application shall serve as the city's sole Kansas Small Cities CDBG Commercial Rehabilitation application for the 2025 CDBG program year.

NOW THEREFORE BE IT RESOLVED by the City of Marysville Governing Body that we support said grant applications, and if awarded agrees to designate The Frontier Development Group to comply with the terms of the programs during the compliance period, including all reporting.

ADOPTED AND PASSED BY THE GOVERNING BODY OF THE CITY OF MARYSVILLE, this twenty-sixth day of August 2024.

ATTEST:

TODD FRYE
Mayor

LUCINDA HOLLE
City Clerk

(SEAL)

AGREEMENT FOR RECREATION MANAGEMENT SERVICES

THIS AGREEMENT made and entered into on the date last written below, by and between City of Marysville, Kansas (hereinafter "City"), and Vincent Pacha and Jacey Pacha, jointly and severely, D/B/A Marshall County Sports and Recreation a recreation management company (hereinafter "Company");

WHEREAS, City desires to retain the services of Company, and Company desires to render recreation management services to City, upon the terms and conditions hereinafter stated:

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

SECTION 1 - SCOPE OF DUTIES TO BE PROVIDED

1.1 Term. The City agrees to retain Company for a period of sixty months (60) months commencing on January 1, 2025 and ending December 31, 2029, unless terminated in accordance with Section 5 of this agreement. This Agreement will not be subject to any implied or automatic renewals, and any relationship between the parties after the term hereof will be subject to a new agreement. The parties may extend the term or any subsequent term of this Agreement by executing a separate written agreement of extension. From a time period beginning August 1, 2029, and ending September 20, 2029, the City will negotiate in good faith exclusively with Company about a possible renewal of this Agreement.

If the parties are unable to negotiate terms and conditions for renewal, the Agreement will terminate on December 31, 2029 without further notice.

1.2 Programs and Services. The Company agrees to manage the recreational programs and services for the City on the terms and conditions set forth in this agreement. The Company agrees to devote all necessary time and attention to the performance of the duties specified in this agreement. The Company shall have charge of administering, operating, advertising, promoting, conducting and preparing for all recreational programs and services customarily undertaken and as designated by the governing body for the term of this agreement. The Company will provide an annual report listing services, programs and the number of participants with quarterly updates presented to council.

1.3 Field Preparation. The Company shall be responsible for preparing the playing fields at

Lakeview, Feldhausen Field for baseball and softball and other playing fields that the City may obtain or acquire for soccer and football. The Company shall also take reasonable and prudent steps to secure the playing fields and related facilities against vandalism and theft.

A. Field preparation and associated costs shall be the responsibility of the Company and shall include by way of illustration and not limitation:

1. Setting bases, marking base lines and foul lines, replacing worn equipment for activities and programs, setting up and tearing down batting cage nets and machines and other duties commonly associated with baseball and softball play.
2. Watering of fields. The Company shall be responsible for irrigating the playing fields. The Company shall operate the irrigation system in a reasonable and prudent manner to avoid waste of water.
3. Policing fields for trash both inside the playing field and outside the playing field. The Company shall be responsible for the cost of trash removal.
4. Ball field Maintenance. The Company shall be responsible for field preparation and maintenance so as to reduce the likelihood of physical injury to players. With respect to High School and Legion baseball games at Feldhausen Field and Lakeview Complex, the Company shall prepare the playing field for such games and provide the infield material to maintain playing condition.
5. Mowing, fertilizing, spraying and seeding fields of play at Feldhausen and Lakeview.

At Lakeview and Feldhausen, the Company shall mow, seed, spray and fertilize inside the fenced areas, including the areas between the ball diamonds at Lakeview. The City shall mow and maintain the grassy areas outside of the confines of Lakeview, namely that area west, south and east of the confines of the baseball diamonds including the hill west and north of the fields, and outside the confines of playing field at Feldhausen Field.

6. Tennis Courts. The City will make available the tennis courts at City Park

for tennis league and any related recreational programs. The Company shall not be responsible for maintaining the tennis courts or payment of any of the lighting costs.

- B. In addition, the Company shall be responsible for all work, including labor and costs, associated with the application of granular clay at Feldhausen Field and Ag Lime at Lakeview Field.
- C. The Company shall not be responsible for the repair and improvement of the parking lot surfaces.

1.4 Activity dissemination. The Company shall be responsible for promoting recreation activities and programs through all available media sources. Said promotion activity shall include, but not be limited to the following: flyers distributed through the school system; public service announcements; web site links (if available); newspaper advertisements; and other appropriate media.

1.5 Games. The Company must provide an employee, agent or designee to attend all league or tournament games to provide supervision and direction to teams, coaches, umpires and referees. The Company shall assign participants to teams fairly and impartially and shall make such assignments to ensure that the teams are balanced and competitive with each other and that the greatest participation is encouraged in the games provided for under this agreement. The Company shall provide for umpires, instructional clinics, instructors, officials and supplies for the games.

1.6 Oversight and Scheduling. The Company shall have the exclusive use of the City's playing fields and recreational facilities subject to the limitations set forth in Section 2 of this agreement. The Company shall be responsible for oversight and field scheduling, reservations, tournaments and tournament schedules and any and all activities sponsored by the Company. Any activity held at the City's playing fields or facilities not related to sport and recreation will require prior approval by the joint confirmation of the Company and the City.

1.7 **Maintenance.** The Company shall take good care of the premises and the equipment and fixtures in or on the premises and shall keep the same in good working order and condition. All building repairs, alterations, additions, improvements, installation, equipment, fixtures by whomsoever installed or erected (except such business trade fixtures belonging to the Company as can be removed without damage to or leaving incomplete the premises or building) shall belong to the City and remain on and be surrendered with the premises as a part of the subject premises at the expiration of the agreement or any extension of it. The Company will inform the City immediately of any problems with the equipment or fixtures. The Company agrees to be responsible to put up, take down and store foul ball protection netting.

Further the Company shall not be required to maintain or replace the batting machines, stadium lights, concession equipment, scoreboards (except the Company agrees to replace the light bulbs in the scoreboard), underground water and piping (except the Company agrees to repair or replace the sprinkler heads if damaged by the Company), batting cage netting (except the Company agrees to be responsible for storing the batting netting), and any damage to the facility or equipment due to vandalism or acts of God or which is not otherwise due to the negligence of the Company. The Company shall not be required to remodel, upgrade or replace the facilities. The City shall be responsible for repairs and for any capital improvements and other similar capital expenditures.

1.8 **Equipment.** The City shall lease equipment, to wit: John Deere gator; field marking equipment, and drag, to the Company for \$500 payable annually. The Company shall be responsible for routine maintenance of the equipment.

SECTION 2 – APPLICABLE POLICIES AND REGULATIONS AND PRE-EXISTING AGREEMENTS.

2.1 **Public Requirements.** The Company agrees that in all such aspects of such work, the Company shall comply with all laws, ordinances and public policies, standards, and regulations of the City from time to time established, and shall perform the duties

assigned faithfully, intelligently, to the best of the Company's ability, and in the best interest of the City and its recreational program. No discrimination because of race, color, national origin, ancestry, or religion shall be made in the administration of the city's recreational program and services or in the employment of persons that perform duties and work required under this agreement.

2.2 ADA Compliance. The Company shall be responsible for implementing provisions of the Americans with Disabilities Act (ADA) and agrees to abide by the regulations of the ADA in regard to access to all programs and services. The Company shall immediately notify City of any problems associated with implementation of provisions of the ADA. Facility compliance shall be the City's responsibility.

2.3 American Legion Maintenance Fee. The parties recognize that the Marysville Post 163 American Legion hosts junior and senior youth baseball programs. The financial remuneration payable by the Legion for maintenance shall be payable directly to the Company. The City waives any rights that it may have in such financial remuneration. The Company shall have the full authority to negotiate and collect such financial remuneration from the American Legion Post 163.

2.4 Unified School District (U.S.D. 364) Maintenance Fee. The Company acknowledges the City has a mutual aid agreement with U.S.D. 364 wherein the City and U.S.D. 364 provide for the mutual use of existing facilities of either party, subject to certain terms and conditions. The Company, in administering the City's recreational programs, must comply with rules and restrictions required by U.S.D. 364 for use of the school district's facilities. The Company shall coordinate the City's recreational program with the school district's use of the City's playing fields and facilities. The financial remuneration to be paid by the school district for maintenance shall be payable to the Company. The City waives any rights that it may have in such financial remuneration. The Company shall have the full authority to negotiate and determine the appropriate maintenance fee. In addition, the Company shall have the authority to collect such compensation from the school district. Any monies collected applicable to the tennis courts from U.S.D. 364 shall be paid directly to the City.

- 2.5 July 4th Celebration.** The City shall be permitted to use the Lakeview facilities for the annual July 4th Celebration and any other special events so long such events do not interfere with existing programs. Any special event will be approved after discussion with the Company. The City shall police the area for trash after the conclusion of the celebration or other special events.
- 2.6 Coordination of Efforts.** It is the intent of the parties that the Company coordinates the activities at the playing fields with the City through the appropriate City staff member.
- A. The City Parks and Recreation Committee will serve as an advisory board to the Company to address the community needs.
 - B. The Company shall monitor and track all complaints about the recreational programs and services under its administration, regardless of whether the complaints are received by telephone, social media, in person, or in writing. Such information, including how such complaints were addressed or resolved, shall be made available to the advisory board and its ex officio city members.

SECTION 3 - COMPENSATION

- 3.1 Compensation.** In consideration of all services to be rendered by Company to City, the City shall pay annually to said Marshall Sports and Recreation, the sum of \$70,000 in four equal installments for services in 2025, 2026, 2027, 2028 and 2029. The first installment shall be made by no later than the first pay ordinance in January, 2025. The second installment shall be paid by not later than the first pay ordinance in April of that year, the third installment shall be paid by not later than the first pay ordinance in July and the fourth installment shall be paid by no later than the first ordinance in October of that year. The continued funding of this agreement shall be subject to the availability of funds and the budgetary laws of the State of Kansas. Payment in subsequent renewal periods shall be subject to good faith negotiation.
- 3.2 Concessions.** As part of the compensation, the Company shall have the right to operate all concession stands at the playing fields and shall be entitled to keep all gross receipts from such sales at the playing fields described herein. Gross receipts shall mean the total sum of the sales made at or from the designated premises, whether for cash or on credit, less the amount of any sales tax or other direct consumer tax which may specifically be paid by the purchaser or customer at the time of the purchase or payment.

- 3.3 Signage.** The Company, at its sole expense, shall be permitted to erect and maintain signage to promote the playing fields and facilities. The Company, at its sole expense, shall also be permitted to place advertising signage at the Lakeview complex. Such signage shall be consistent and compatible with the aesthetics and shall not distract from the use of the facilities. The Company shall be entitled to keep the fees charged for such advertising signage.
- 3.4 Tournaments.** The Company shall be entitled to host, schedule and promote tournaments at the playing fields described herein and retain the fees charged for such tournaments. The Company shall be responsible for any costs incurred to host, schedule and promote such tournaments.
- 3.5 Withholding; Other Benefits.** Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Company shall be solely responsible for reporting and paying any such taxes. The City shall not provide Company with any coverage or participation in the City's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.
- 3.6 Annual Adjustment.** Payment for this five-year period will be \$70,000 annually with no adjustments.
- 3.7 Fees for Recreational Programs and Services.** The Company shall be entitled to charge and collect a fee for the recreation programs and services described in Section 1.2. Such fees should cover the direct costs incurred to provide the recreation programs or services. It is the intent of the City to promote participation notwithstanding the ability to pay a registration fee. The Company agrees to implement a policy to waive such fees for youth participants who lack the ability or resources to pay such fees.

SECTION 4 - UTILITIES AND EXPENSES

- 4.1 Accounting Requirement.** The Company shall keep, under its usual business policies and accounting practices, a separate account for the City, in which shall be recorded all direct costs incurred by the Company under this agreement. Direct costs shall consist of costs incurred for materials, supplies, equipment, repairs, and improvements to the City's facilities.
- 4.2 Water Utility Service.** The City shall furnish the water utility service to the playing

fields and facilities at no expense to the Company. The Company will take good care to monitor the irrigation system to minimize waste. The Company will act prudently to conserve water and minimize waste.

4.3 Electric and Gas Utility Service. The City shall be responsible for the entire electric and gas utility bills for the playing fields and related recreational facilities. The Company will act prudently to conserve utilities and minimize waste. No telephone or internet service shall be provided to the Company. The Company shall not be responsible for providing telephone or internet service for visitors and participants.

4.4 Capital Improvements. The Company shall compile a list of capital improvements which would enhance the playing fields and related facilities. The City may consider the information provided by the Company; provided however, funding any capital improvements shall lie entirely within the sound discretion of the City Council.

SECTION 5 - TERMINATION

5.1 Termination for Cause. This Agreement may be terminated by City immediately, at its option, if any one or more the following events shall occur:

- A. The Company shall become insolvent or file a voluntary petition in bankruptcy.
- B. The transfer or assignment or subletting of any of the Company's rights or interests under this agreement or any voluntary change in the majority ownership of the Company, without the prior written consent of the City.
- C. Any lien is filed against the subject premises because of any act or omission of the Company and such lien is not removed within a reasonable period.
- D. The Company shall voluntarily abandon, desert, vacate or discontinue its operation of the City's playing fields.
- E. The Company shall fail to comply with the duties and obligations required under this agreement.

5.2 This agreement may be terminated at any time upon the mutual written agreement of the City and Company for any reason. The compensation shall be prorated as of the anticipated term of the contract whether the contract is terminated with cause or without cause.

5.3 Before the City is authorized to terminate this agreement for cause, the City shall give the Company written notice of default, by certified mail, and shall give the Company a

reasonable time (date certain determined upon circumstances) in which to cure such default.

SECTION 6 - INDEPENDENT CONTRACTOR STATUS

- 6.1 Work Status.** The Company acknowledges that it is an independent contractor and is not an agent, partner, joint venturer nor employee of City. The Company shall have no authority to bind or otherwise obligate City in any manner nor shall the Company represent to anyone that it has a right to do so. The Company further agrees that in the event that the City suffers any loss or damage attributable to the provision of services under this Agreement, the Company shall indemnify, defend and hold harmless the City from any such loss or damage, including reasonable attorney fees.
- 6.2 Assignment.** The Company shall not assign any of its rights under this agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the City.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF COMPANY

- 7.1** The Company represents and warrants to the City that there is no employment contract or other contractual obligation to which Company is subject, which prevents Company from entering into this Agreement or from performing fully Company's duties under this Agreement.

SECTION 8- INSURANCE

- 8.1** The Company shall obtain and maintain in force, at its own expense, throughout the performance of the obligations under this Agreement, insurance coverage against claims, regardless of when asserted, that may arise out of, or result from, Company's operations in connection with the services or duties described above. This insurance shall include the following:

Workers Compensation. Company agrees to provide worker's compensation insurance for Company's employees and agrees to hold harmless and indemnify the City for any and all claims arising out of any injury, disability, or death of any of Company's employees. If Company enters into any contract with an outside vendor to perform work on or at the City's facilities, the Company should require that the vendor have Workers

Compensation coverage for said vendor and its employees.

Liability Insurance: The Company agrees to secure comprehensive public liability insurance, at its own expense, in limits of not less than \$500,000 per person and \$1,000,000 per incident, covering the recreational services and programs administered by the Company. The Company shall exhibit the policy or a counterpart, to the City Clerk.

SECTION 9 - PERFORMANCE MEASURES

9.1 In order to evaluate the effectiveness of the management contract provided herein, the City and Company agree to the following performance measures:

- A. **Number of Participants:** The Company should develop and implement strategies to encourage youth and adult participants in the recreational programs and services offered through the Company.
- B. **Number of Programs:** The Company should evaluate, develop and implement such programs that are sustainable to serve a greater population of the City.
- C. **Web Site:** The Company should explore and develop a web site featuring the recreational programs and services of the City. The web site should provide access to sign up forms, rules, schedules, teams, coaches, contact person(s) and field conditions.

SECTION 10 - MISCELLANEOUS PROVISIONS

10.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Company or City an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Company or City.

10.2 Security and Assurances. Unless otherwise prohibited by law, the City may require the Company to furnish, without additional cost to the City, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The City shall determine the type and amount of security. The Company may promptly remedy the default, or shall promptly: (1) Complete the Contract in accordance with its terms and conditions, and (2) Shall save the City harmless from any claims, judgements, or liens arising from the Company's failure to either remedy the default, pay

vendors/subcontractor/employees, or to complete the Contract in accordance with its terms and conditions in a timely manner. No right of action shall accrue on this term to or for the use of any person or corporation other than the City named herein.

- 10.3 Force Majeure Clause.** Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. In the Unforeseeable event of a future “act of God”, both parties will come together in a mutual agreement if either party is unable to perform obligations under this agreement which would become practicably impossible. Such circumstances include without limitations natural disasters or act of God, acts of terrorism, war, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, epidemics, quarantines, or nation or regional emergencies. Written notice of a party’s failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. The parties hereby agree, when feasible, not to cancel but reschedule obligations outlined in the contract as soon as practicable after the force majeure condition ceases to exist.
- 10.4** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 10.5** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Kansas.
- 10.6** This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and

understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

10.7 Severability. If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

WITNESS OUR SIGNATURES, this the _____ day of _____, 2024.

CITY OF MARYSVILLE

Mayor

Attest:

City Clerk

**VINCENT PACHA AND JACEY PACHA
D/B/A MARSHALL COUNTY SPORTS
& RECREATION**

RESOLUTION 2024-19

A RESOLUTION OF THE CITY OF MARYSVILLE, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE.

WHEREAS, the Revenue Neutral Rate for the City of Marysville was calculated as 66.202 mills by the Marshall County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Marysville will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body held a hearing on August 26, 2024, allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

WHEREAS, the Governing Body of the City of Marysville, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MARYSVILLE:

The City of Marysville shall levy a property tax rate of 68.74 mills which exceeds the Revenue Neutral Rate.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

ADOPTED this 26th day of August 2024 and **SIGNED** by the Governing Body

Todd Frye, Mayor

Attested:

Lucinda Holle, City Clerk

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

The governing body of
Marvsville
will meet on August 26th, 2024 at 7:00 pm at 209 N 8th Street for the purpose of hearing and
answering objections of taxpayers relating to the Revenue Neutral
Rate and the amount of ad valorem tax and the proposed use of all funds.
Detailed budget information is available at 209 N 8th Street and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2025 Expenditures and Amount of Current Year Estimate for 2024 Ad Valorem Tax establish the maximum limits of the 2025 budget.
Proposed Tax Rate is subject to change dependent on the final assessed valuation.

FUND	Prior Year Actual for 2023		Current Year Estimate for 2024		Proposed Budget for 2025		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2024 Ad Valorem Tax	Proposed Tax Rate*
General	3,325,882	46.059	3,037,225	43.735	3,540,564	1,624,044	43.273
Debt Service	76,938	2.087	112,161	3.132	128,678	113,506	3.024
Library	218,500	5.647	232,800	5.663	228,128	208,592	5.558
Library Employee Benefits	37,000	0.908	77,039	2.019	113,000	109,082	2.907
Employee Benefits	549,041	12.580	540,131	13.843	675,035	549,742	14.648
Industrial	12,500	0.245	12,500	0.235	206,657	12,510	0.333
Special Highway	74,144		80,000		230,898		
Swimming Pool Sales Tax	184,260		235,905		2,485,777		
Special Parks and Rec					78,395		
Transient Guest	91,080		153,300		224,197		
Sales Tax Improvement	1,474,968		1,264,969		1,575,880		
Bond and Interest #1	170,243		171,543		290,252		
Bond and Interest #1A	49,380		49,380		375,741		
Water Revenue	900,724		1,068,120		1,297,112		
Sewage Revenue	809,355		761,466		1,339,833		
Non-Budgeted Funds-A	851,506						
Non-Budgeted Funds-B	322,262						
Non-Budgeted Funds-C	247,005						
Totals	9,394,788	67.526	7,796,539	68.627	12,790,148	2,617,476	69.743
<i>Revenue Neutral Rate**</i>							66.202
Less: Transfers	980,379		1,010,379		1,182,000		
Net Expenditure	8,414,409		6,786,160		11,608,148		
Total Tax Levied	2,312,020		2,484,424		xxxxxxxxxxxxxxxxxxxx		
Assessed Valuation	34,238,657		36,201,552		37,530,080		
Outstanding Indebtedness,							
January 1,	2022	2023	2024				
G.O. Bonds	1,180,000	970,000	860,000				
Revenue Bonds	0	0	0				
Other	55,987	417,945	2,529,623				
Lease Purchase Principal	1,235,987	971,812	801,351				
Total	2,471,974	2,359,757	4,190,974				
<p>*Tax rates are expressed in mills ** Revenue Neutral Rate as defined by 2021 KSA 79-2988</p>							
<p><u>Joshua Haverkamp</u> City Official Title: City Administrator</p>							

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

Full Name (Responsible Party):

Kruse Wayne Allen Allen
Last First Middle

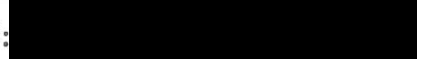
Address



Home Phone #:



Work/Cell Phone #:



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

Marysville Convention and Tourism

DATE OF EVENT:

LOCATION:

September 17, 2024 Koesler House Museum & Gardens

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

Meeting of the Museum Alliance with Carla Patterson - private meeting of about 30 people - serving beer & wine

I, Wayne A. Kruse, do hereby authorize a review and full disclosure of all records concerning myself to any duly authorized agent of the City of Marysville, whether the said records are public, private or confidential nature. The intent of this authorization is to give my full and complete disclosure of the records of educational institutions, employment, and pre-employment records including background reports, efficient ratings, complaints, or grievances filed by or against me and the records and recollections of attorneys, or of other counsel whether representing me or another person in any case, either criminal or civil in which I presently have, or had an interest. I understand that any information obtained by a personal history background investigation which is developed directly or indirectly, in whole or in part, upon this released authorization will be consideration for determining suitability of this application by the City of Marysville. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from all liability which may be incurred as a result of furnishing such information. A photocopy of this release will be valid as an original thereof, even though the said photocopy does not contain an original writing of my signature.

Wayne A. Kruse

Signature of Responsible Party

8-17-2024

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

AUGUST 26, 2024 -----ORDINANCE NO. 3829

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:

FUND		
100	GENERAL	\$ 105,290.49
200	WATER REVENUE	41,492.62
300	SEWAGE REVENUE	36,547.63
405	SEWER REPLACEMENT	369,559.07
410	BOND & INTEREST #1	24,689.78
512	LIBRARY REVOLVING	17,266.07
600	SWIMMING POOL SALES TAX	18,210.61
603	SPECIAL LAW	1,045.00
707	KOESTER BLOCK MAINTENANCE	1,357.99
711	EMPLOYEE BENEFIT	31,349.81
715	TRANSIENT GUEST TAX	8,909.22
800	SALEX TAX IMPROVEMENT	<u>34,343.05</u>
	TOTAL ORDINANCE	\$ 690,061.34

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3829 8/26/24

Date: 08/22/2024

Time: 3:03 pm

Page: 1

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ACME PLUMBING	2268	REPAIR PUMP IN BASEMENT BATHROOM-POLICE DEPT	0	00/00/0000	85.00
				Vendor Total:	<u>85.00</u>
ADVANCE INSURANCE COMPANY	997	LIFE INSURANCE PREMIUM AUGUST	0	00/00/0000	295.20
				Vendor Total:	<u>295.20</u>
AFLAC INC	2918	VISION INSURANCE PREMIUM-AUG EMPLOYEE WITHELD	0	00/00/0000	178.22
				Vendor Total:	<u>178.22</u>
AFLAC-REMITTANCE PROCESS SE	528	INSURANCE PREMIUM-AUGUST	0	00/00/0000	1,252.66
				Vendor Total:	<u>1,252.66</u>
AGLAND ELECTRIC MOTOR SERVI	858	REPAIR PUMP-LIFT STATION #4	0	00/00/0000	6,913.50
				Vendor Total:	<u>6,913.50</u>
B & W ELECTRIC INC	481	GRAVE OPENINGS JULY-CLARENCE KEYSE	0	00/00/0000	300.00
				Vendor Total:	<u>300.00</u>
BERRY TRACTOR	2920	GUTTER BROOMS,TUBE BROOM, & STUD-STREET SWEEPER #4013	0	00/00/0000	1,799.82
				Vendor Total:	<u>1,799.82</u>
BLUE CROSS BLUE SHIELD INSUR	0091	HEALTH INSURANCE PREMIUM-JULY + Dental	0	00/00/0000	42,104.82
				Vendor Total:	<u>42,104.82</u>
BLUE VALLEY DOOR CO, INC	1390	GARAGE DOOR REMOTES (4)-WATER SHOP	0	00/00/0000	180.00
				Vendor Total:	<u>180.00</u>
BLUE VALLEY TRAILERS INC	2626	PTO SWITCH #5007	0	00/00/0000	37.00
				Vendor Total:	<u>37.00</u>
BOND & INTEREST ACCOUNT #1	0066	TRANSFER WATER TOWER PJT	0	00/00/0000	13,250.00
				Vendor Total:	<u>13,250.00</u>
BOND & INTEREST ACCOUNT #1A	332	TRANSFER LAGOONS	0	00/00/0000	4,115.00
				Vendor Total:	<u>4,115.00</u>
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	1,250.00
				Vendor Total:	<u>1,250.00</u>
CES GROUP P.A.	0172	ENGINEER STORM SEWER DESIGN 15TH ST STORM SEWER(NORDHUS) + Storm Siren Easement	0	00/00/0000	26,562.50
				Vendor Total:	<u>26,562.50</u>
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #707	52666	08/21/2024	66,763.85 H
				Vendor Total:	<u>66,763.85</u>
CLARK PLUMBING, HEATING, & AII	2865	15 GALLONS WATER-POOL	0	00/00/0000	10.80
				Vendor Total:	<u>10.80</u>
COHORST CONSTRUCTION & REF	2967	SIDEWALK REPLACEMENT-NUISSANCE 1212 BROADWAY CJS BUILDINGS	0	00/00/0000	660.00
				Vendor Total:	<u>660.00</u>
COLUMN SOFTWARE PBC	2923	ORD 1930&29-ALLEY PRKNG&REZONE 834 PX HWY, & CONDEM 904 MAY	0	00/00/0000	434.20
				Vendor Total:	<u>434.20</u>
COMMERCE BANK-COMMERCIAL (2055	ROWER,ICMA,KEYS,COINS,SQUEEGE, CABLES,MEALS,GAS,LODGING,ETC	52665	08/15/2024	9,095.96 H
				Vendor Total:	<u>9,095.96</u>
COMMUNITY MEMORIAL HEALTHC	568	MEDIAL EXAM-MARK D DEWALT	0	00/00/0000	194.70
				Vendor Total:	<u>194.70</u>
CRAFCO, INC	2686	WHITE PAINT-CROSS WALKS & STREET MARKING	0	00/00/0000	7,360.00
				Vendor Total:	<u>7,360.00</u>

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
CROME LUMBER INC.	2235	TAPE MEASURES, FOAM SEALANT, TAPE, & LUMBER	0	00/00/0000	101.09
				Vendor Total:	<u>101.09</u>
CSLEEDS	1577	ALUMNI DUES/MEAL-CHIEF SIMPSON & LT ESCALANTE	0	00/00/0000	60.00
				Vendor Total:	<u>60.00</u>
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	20,294.21
				Vendor Total:	<u>20,294.21</u>
EHNEN'S AUTOMOTIVE	2082	CARB CLEANER,COOLANT,DEF,FUEL CAP,OIL,STUD,BTRY TERMINAL,ETC	0	00/00/0000	174.12
				Vendor Total:	<u>174.12</u>
EMBLEM ENTERPRISES, INC	0018	500 POLICE PATCHES	0	00/00/0000	917.35
				Vendor Total:	<u>917.35</u>
EVERGY	1401	ELECTRICITY-909 BROADWAY FINAL	0	00/00/0000	4.69
EVERGY	1401	ELECTRICITY-APARTMENT,A CUT ABOVE, & RESTAURANT	52661	08/15/2024	112.91 H
				Vendor Total:	<u>117.60</u>
FARMERS COOPERATIVE	2295	NEW TIRE-TRACTOR #2537	0	00/00/0000	391.03
				Vendor Total:	<u>391.03</u>
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	3,333.00
				Vendor Total:	<u>3,333.00</u>
FRANKFORT AREA NEWS	998	AD-SKYFEST	0	00/00/0000	70.00
				Vendor Total:	<u>70.00</u>
GALLOWAY, WIEGERS & BRINEGA	0268	COURT LEGAL SERVICES 6/10/24-8/7/24	0	00/00/0000	2,612.50
				Vendor Total:	<u>2,612.50</u>
GALLS, AN ARAMARK COMPANY	0266	BOOTS-LEIS, FRERKING, & ANNE & LEATHER CASUAL BELT	0	00/00/0000	304.99
				Vendor Total:	<u>304.99</u>
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	40,831.00
				Vendor Total:	<u>40,831.00</u>
GODFREY'S	2704	BULLET PROOF VEST & UNIFORM POCKET-KENWORTHY	0	00/00/0000	1,401.73
				Vendor Total:	<u>1,401.73</u>
HALL BROTHERS INC	0200	67.4 TON FILL SAND-LAKEVIEW ELECTRIC LINE PROJECT	0	00/00/0000	745.74
				Vendor Total:	<u>745.74</u>
HAWKINS, INC	1493	POOL CHEMICALS-AZONE	0	00/00/0000	2,420.40
				Vendor Total:	<u>2,420.40</u>
HILLTOP TIRES LLC	2842	TIRE REPAIR #2572	0	00/00/0000	17.00
				Vendor Total:	<u>17.00</u>
HOMETOWN LUMBER, INC.	987	MINI SWEEPER,CEMENT,WIRE,CLIP, NUTS,BOLTS,WASHERS,SCREWS,ETC	0	00/00/0000	178.19
				Vendor Total:	<u>178.19</u>
IDNTITEEZ	1957	(2) T-SHIRTS POLICE DEPARTMENT	0	00/00/0000	44.00
				Vendor Total:	<u>44.00</u>
IRON HORSE TRAINING & FITNESS	2821	EMPLOYEE MEMBERSHIPS	0	00/00/0000	162.00
				Vendor Total:	<u>162.00</u>
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS	0	00/00/0000	11,723.66
				Vendor Total:	<u>11,723.66</u>
KA-COM, INC.	2030	INSTALL WINDOW ARMOR,LED BAR, FIRE EXT,GPS,&CHARGER #1010	0	00/00/0000	713.00

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>713.00</u>
KANSAS ATTORNEY GENERAL	2077	APPLICATION FEE CONCEAL CARRY INSTURCTOR COURSE-LEIS	52668	08/22/2024	100.00 H
KANSAS ATTORNEY GENERAL	2077	APPLICATION FEE CONCEAL CARRY INSTRUCTOR COURSE-LT ESCALANTE	52669	08/22/2024	100.00 H
				Vendor Total:	<u>200.00</u>
KANSAS DEPT OF AGRICULTURE	2445	ANNUAL RENEWAL-DOG POUND LICENSE CB0017AL	0	00/00/0000	335.00
				Vendor Total:	<u>335.00</u>
KANSAS DEPT OF HEALTH & ENVI	689	BREEDING HEIGHTS LOAN PAYMENT PROJECT C20 1632-01	0	00/00/0000	24,689.78
				Vendor Total:	<u>24,689.78</u>
KANSAS GAS SERVICE	1201	GAS SERVICE 909 1/2 & 909 BROADWAY-FINAL	0	00/00/0000	39.05
				Vendor Total:	<u>39.05</u>
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER MS17DM000091	0	00/00/0000	126.26
				Vendor Total:	<u>126.26</u>
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE JULY	0	00/00/0000	1,754.83
				Vendor Total:	<u>1,754.83</u>
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	3,830.48
				Vendor Total:	<u>3,830.48</u>
KCLY-FM	1777	ADS-SKYFEST	0	00/00/0000	351.50
				Vendor Total:	<u>351.50</u>
KLEAC	2750	MEMBERSHIP DUES 2024-KLEAC	0	00/00/0000	100.00
				Vendor Total:	<u>100.00</u>
KNDY	1873	ADS-SKYFEST	0	00/00/0000	646.75
				Vendor Total:	<u>646.75</u>
KRAMER OIL CO., INC	0035	GASOLINE, DIESEL, & DEF	52662	08/15/2024	7,298.53 H
				Vendor Total:	<u>7,298.53</u>
STEVEN ALLEN KRAUSHAAR	0974	COURT APPOINTED SERVICES G. MONTES & T. RICHARDSON	0	00/00/0000	500.00
				Vendor Total:	<u>500.00</u>
WAYNE ALLEN KRUSE	2909	C&T DIRECTOR SALARY PER CONTRACT-AUGUST	0	00/00/0000	3,750.00
				Vendor Total:	<u>3,750.00</u>
KSNT	2969	ADS-BIG BLUE RIVER DAYS	0	00/00/0000	1,460.00
				Vendor Total:	<u>1,460.00</u>
KUTT, KWBE & KGMT	2561	ADS-SKYFEST	0	00/00/0000	490.00
				Vendor Total:	<u>490.00</u>
LEFTY'S AUTO REPAIR	1202	OIL CHANGE & SERVICE #1006	0	00/00/0000	71.54
				Vendor Total:	<u>71.54</u>
LYNN CARD COMPANY	1531	BUSINESS CARDS-POLICE DEPT (500) ESCALANTE	0	00/00/0000	52.45
				Vendor Total:	<u>52.45</u>
MANHATTAN BROADCASTING CO,	2970	ADS-SKYFEST LOGAN MIZE	0	00/00/0000	540.00
				Vendor Total:	<u>540.00</u>
MARSHALL COUNTY HEALTH DEP	3021	TDAP VACCINE-DOMINIC GERCONE METAL WENT THROUGH BOOT	0	00/00/0000	85.00
				Vendor Total:	<u>85.00</u>
MARYSVILLE ADVOCATE	0017	ADS-SKYFEST	0	00/00/0000	72.00

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	72.00
MARYSVILLE FIRE DEPARTMENT	1345	FIREMENS CONTRIBUTIONS-JULY	0	00/00/0000	200.00
				Vendor Total:	200.00
MARYSVILLE READY MIX, INC	0089	2.5YD CONCRETE-RPL CURB AT 12TH/OTOE WATER LEAK	0	00/00/0000	401.25
				Vendor Total:	401.25
LAURA R MAURSTAD	2968	WITHOLDING ORDER MS24LM92 :	0	00/00/0000	258.55
				Vendor Total:	258.55
JOHN T. MCNISH	2914	VIDEOGRAPHY SERVICES MONTHLY EXTENDED TO DECEMBER 2024	0	00/00/0000	400.00
				Vendor Total:	400.00
NATIONAL SIGN CO, INC	1383	3 SIGN POSTS & CUSTOM SIGNS LOADING/UNLOADING ZONE	0	00/00/0000	574.75
				Vendor Total:	574.75
NELSON POWER & LIGHT	2339	REPAIR LIGHT AT BILLBOARD HWY 36-77 JUNCTION	0	00/00/0000	211.44
				Vendor Total:	211.44
NEMAHA MARSHALL R E C	1044	ELECTRICITY-ST LIGHTS, WELLS, & LIFT STATION	52663	08/15/2024	1,969.51 H
NEMAHA MARSHALL R E C	1044	ELECTRICITY AT BILLBOARD SAM CASSIDY	52664	08/15/2024	72.53 H
				Vendor Total:	2,042.04
NETWORK COMPUTER SOLUTION	2223	TECH SUPPORT-SET UP COMPUTER, MIGRATE TO EDR,UPDATES,ETC <i>+ monthly</i>	0	00/00/0000	2,778.42
				Vendor Total:	2,778.42
NORDHUS MOTOR CO., INC	0120	RPL OIL PRESSURE SENSOR,RPR& RECHARGE A/C,&BATTERY #5565	0	00/00/0000	553.42
				Vendor Total:	553.42
NORTH CENTRAL REGIONAL PLAM	1863	CDBG PJT ADMIN FEE DRAW 2 LAGOON/WETLANDS PROJECT	0	00/00/0000	5,000.00
				Vendor Total:	5,000.00
O'REILLY AUTOMOTIVE, INC	2668	REISSUE CHECK FOR REMOVAL WHEEL	52667	08/21/2024	16.64 H
				Vendor Total:	16.64
PETTY CASH FUND (GENERAL)	0063	ADDITIONAL FOR POSTAGE PERMIT #230	0	00/00/0000	30.00
				Vendor Total:	30.00
PRINTING SYSTEMS, INC	0367	2000 PAYROLL CHECKS	0	00/00/0000	274.33
				Vendor Total:	274.33
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	4,165.00
				Vendor Total:	4,165.00
TEMPS DISPOSAL SERVICE INC	0012	TRASH SERVICE SKYFEST	0	00/00/0000	570.00
				Vendor Total:	570.00
TMHC SERVICES, INC.	1907	ALCOHOL/DRUG TESTING, ADMIN FEE	0	00/00/0000	187.55
				Vendor Total:	187.55
T-MOBILE USA, INC	2966	GPS LOCATE-POLICE CASE 8/5/24-9/1/24	0	00/00/0000	115.00
				Vendor Total:	115.00
TRAVEL INDUSTRY ASSOC OF KAI	2398	KANSAS TOURISM CONFERENCE WAYNE KRUSE	0	00/00/0000	275.00
				Vendor Total:	275.00
TRUCK REPAIR PLUS, INC.	1715	REPLACE LOW AIR SENSOR & REPAIR WIRING #4526	0	00/00/0000	194.78
				Vendor Total:	194.78
TYLER TECHNOLOGIES, INC.	1225	ANNUAL SOFTWARE SUPPORT RENEWAL	0	00/00/0000	6,359.89

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	6,359.89
UNIVERSITY OF KANSAS	0140	COURSE-LAW ENFORCEMENT GRANT WRITING,MEALS,&LODGING (2)	0	00/00/0000	380.00
				Vendor Total:	380.00
VALLEY VET SUPPLY	0166	1 PAIR BOOTS-EMPLOYEE BOOT ALLOWANCE ANNUAL	0	00/00/0000	134.95
				Vendor Total:	134.95
VERIZON CONNECT	2848	VEHICLE TRACKING SERVICE-10 JUNE & JULY	0	00/00/0000	363.00
				Vendor Total:	363.00
WATER SEWER REFUND	2422	REFUND SEWER OVERAGE 835 PONY EXP HWY-FRONTIER FARM CREDIT	0	00/00/0000	2,797.25
				Vendor Total:	2,797.25
WATER UTILITY RESERVE FUND	1989	TRANSFER PER BUDGET	0	00/00/0000	4,835.00
				Vendor Total:	4,835.00
WESTBROOK LAW OFFICE, LLC	2948	LEGAL SERVICES JULY	0	00/00/0000	1,412.50
				Vendor Total:	1,412.50
				Grand Total:	350,379.77
				Less Credit Memos:	0.00
				Net Total:	350,379.77
				Less Hand Check Total:	85,529.93
				Outstanding Invoice Total :	264,849.84
	Total Invoices:	97			

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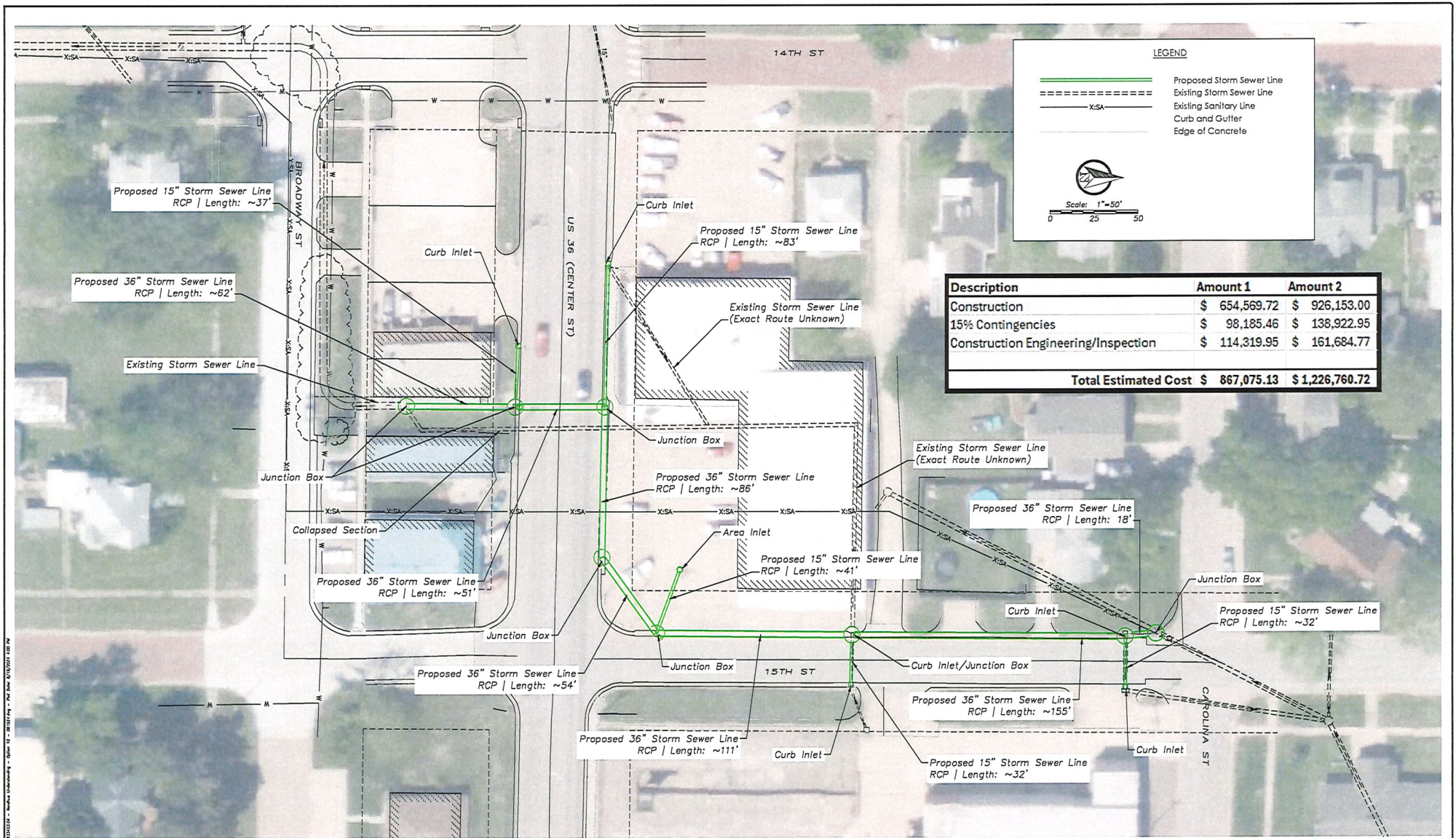
Date: 08/22/2024

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
SUPERIOR EXCAVATING, LLC	2932	WASTEWATER LAGOON/WETLAND PROJECT-PAYMENTS 5 & 6	108	08/16/2024	339,681.57 H
					Vendor Total: <u>339,681.57</u>
					Grand Total: 339,681.57
					Less Credit Memos: <u>0.00</u>
					Net Total: 339,681.57
					Less Hand Check Total: <u>339,681.57</u>
					Outstanding Invoice Total : 0.00
Total Invoices:	1				



LEGEND

- Proposed Storm Sewer Line
- - - - - Existing Storm Sewer Line
- X-SA- Existing Sanitary Line
- - - - - Curb and Gutter
- - - - - Edge of Concrete

Scale: 1"=50'

Description	Amount 1	Amount 2
Construction	\$ 654,569.72	\$ 926,153.00
15% Contingencies	\$ 98,185.46	\$ 138,922.95
Construction Engineering/Inspection	\$ 114,319.95	\$ 161,684.77
Total Estimated Cost	\$ 867,075.13	\$ 1,226,760.72

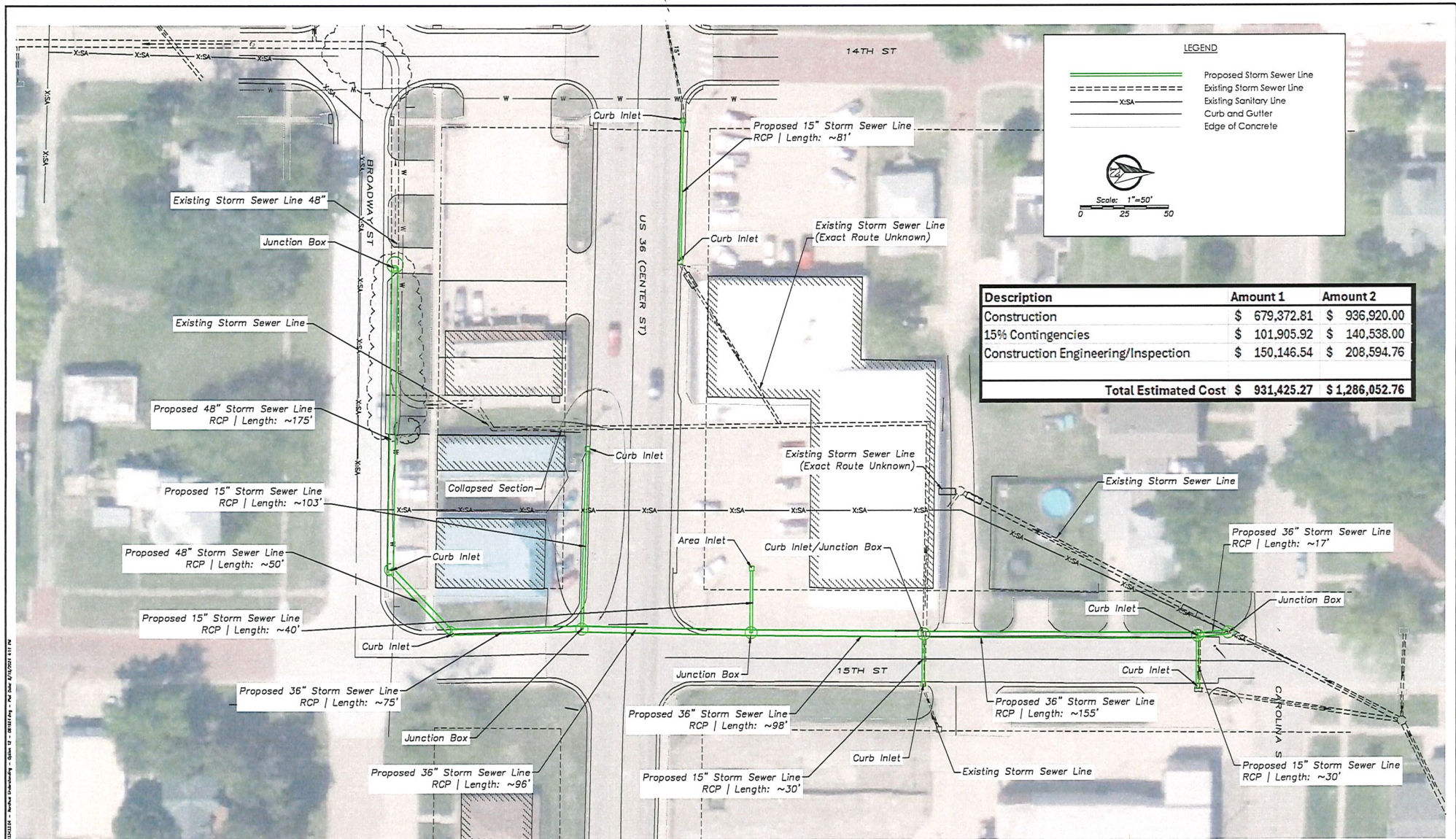
W.D. # 243527.02 Date: 08.13.24
 Detailed by: MLO
 Checked by: RRP
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W.D. # 243527.02
 Date: 08.13.24
 Detailed by: MLO
 Checked by: RRP
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**ENGINEERS
ARCHITECTS
SURVEYORS**

OPTION 10
ROUTE OPTIONS
 City of Marsville
 Marysville, KS

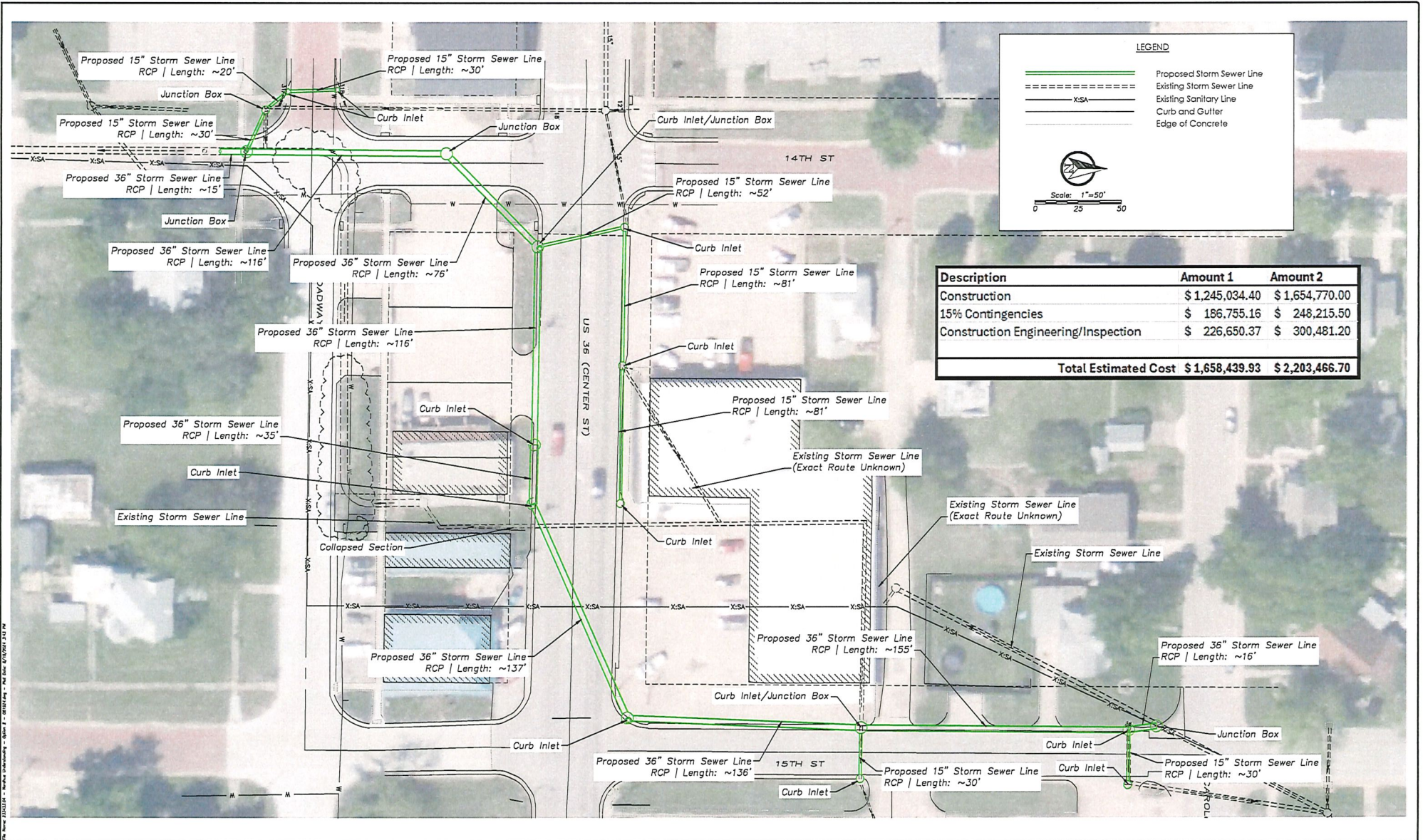


Description	Amount 1	Amount 2
Construction	\$ 679,372.81	\$ 936,920.00
15% Contingencies	\$ 101,905.92	\$ 140,538.00
Construction Engineering/Inspection	\$ 150,146.54	\$ 208,594.76
Total Estimated Cost	\$ 931,425.27	\$ 1,286,052.76

W.D. # 243527.02
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 Checked by: RRP
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OPTION 12
ROUTE OPTIONS
 City of Marsville
 Marysville, KS



LEGEND

- Proposed Storm Sewer Line
- ==== Existing Storm Sewer Line
- - - - Existing Sanitary Line
- X-SA
- Curb and Gutter
- Edge of Concrete

Scale: 1"=50'

0 25 50

Description	Amount 1	Amount 2
Construction	\$ 1,245,034.40	\$ 1,654,770.00
15% Contingencies	\$ 186,755.16	\$ 248,215.50
Construction Engineering/Inspection	\$ 226,650.37	\$ 300,481.20
Total Estimated Cost	\$ 1,658,439.93	\$ 2,203,466.70

W.O. # 243527.02
 Date: 08.13.24
 Drawn by: MLD
 Checked by: DAP
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OPTION 2
ROUTE OPTIONS
 City of Marsville
 Marysville, KS