

Regular Meeting
City Hall, Marysville, Kansas-October 23, 2023

Members of the Governing Body of the City of Marysville were called to order in the regular session at 7:00 p.m. on the date and place noted above with Mayor Barnes in the chair. City Attorney McNish 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 October 9th regular meeting were presented for approval. CM Throm moved; CM Price seconded to approve the minutes as presented. Motion carried by 8-0 voice vote.

The minutes from the October 16th 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.

PUBLIC COMMENTS:

1. **CHERIE FERRIS.** Cherie Ferris, Ward 4, addressed the Council stating she had received a certified letter about a car. The car belonged to the neighbor in the duplex she lives in. She said the neighbor has rectified the problem.
2. **KOESTER MUSEUM FOUNDATION.** Sharon Kessinger representing the Koester Museum Foundation said they would like the Council to consider allowing the Koester Museum to stay open during the winter. She will make a presentation at the next Council meeting.

BUSINESS AND DISCUSSION ITEMS:

1. **CHRISTMAS HOLIDAY SCHEDULE.** The Christmas Holiday falls on Sunday and Monday. In order to be closed for the holidays on Monday and Tuesday the City Council meeting would need to be moved to Wednesday, December 27. This meeting will be recessed instead of adjourned and a short meeting to pay the final invoices for the year will be held on Friday if possible. CM Throm moved, CM Frye seconded to move the City Council meeting to Wednesday, December 27.
2. **AUTHORIZED REPRESENTATIVE LAGOON PROJECT.** At the pre-construction meeting about the lagoon project the KDHE representative, NCRPC representative and the engineer asked for CC Holle to be added as an authorized representative for the project. The information for the project will be routed through CC Holle. CM Throm moved, CM Goracke seconded to appoint CC Holle as an authorized representative for the lagoon project. Motion carried unanimously.
3. **EASEMENT 1236 11TH ROAD.** Maps of the area at 1236 11th Road (Jeff Bartels) were presented. The City presently has a 40-foot easement from the property line. Jeff Bartels would like the City to return the easement back to him. CES representative Peschel said a portion of the easement must be retained to access the lift station. There is also a force main that is in the easement to the north. No action was taken. CM Behrens said council members need to make sure a serial meeting has not taken place because several members had met individually with Jeff Bartels about the easement on his property.
4. **INTERIM ADMINISTRATOR.** The resumes from 5 candidates were presented: Jeff Pederson, Richard Mann, Deck Shaver Jr, John Harrenstein, Kendal Francis. The Council discussed the candidates. The Council decided to interview 3 candidates by zoom on Monday, October 30 beginning at 5:30 p.m. as follows: Jeff Pederson, John Harrenstein, Kendal Francis. CC Holle will set up the interviews.

- 5. LIGHT POLES ON BROADWAY 6TH TO 7TH.** The cost to replace 2 poles on Broadway on the north side between 6th & 7th Street in front of the Marshall County Health Department was quoted from Sternberg Lighting. The 14 ft pole with the acorn light (like the trail lights) would cost \$3,100, the same pole with 4 globes would cost \$6050. Both are LED and the freight on each would be approximately \$200. The poles and lights from Sternberg would match the poles and lights the City currently has. A quote from Stanion Wholesale Electric was presented at the meeting. The cost for a 14 ft pole with an acorn style light would be \$2,895 without freight. After discussion CM Throm moved, CM Behrens seconded to purchase 2 poles with acorn lights from Sternberg. Motion carried unanimously. Staff will inquire about adding flag brackets and banner brackets.

NOTICES AND HEARINGS:

- 6. RESOLUTION 2023-59 NUISANCE AT 1411 ALSTON STREET.** Code Enforcement Officer Stock included pictures and the Notice of Violation for 1411 Alston Street owned by Pearl B Claeys and Cassandra Kabriel. Peal Claeys or Cassandra Kabriel did not request a hearing, nor did they appear on September 25, 2023. CM Throm moved, CM Keating seconded to approve Resolution 2023-59 setting a deadline of November 2, 2023, for the owner to abate the nuisance. Following November 2, 2023, the City will abate the nuisance and assess the costs to Pearl B Claeys and Cassandra Kabriel. Motion carried unanimously.
- 7. RESOLUTION 2023-60 NUISANCE AT 211 N 5TH STREET.** Code Enforcement Officer Stock included pictures and the Notice of Violation for 211 N 5th Street owned by Scott T Buck. Scott Buck did not request a hearing, nor did he appear on August 14, 2023. CM Throm moved, CM Beikman seconded to approve Resolution 2023-60 setting a deadline of November 2, 2023, for the owner to abate the nuisance. Following November 2, 2023, the City will abate the nuisance and assess the costs to Scott T Buck. Motion carried unanimously.

CONSENT AGENDA.

APPROPRIATIONS ORDINANCE NO. 3808

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$125,277.16; Water Revenue Fund, \$54,002.24; Sewage Revenue Fund, \$84,523.55; Sewer Replacement Fund, \$67,026.05; Library Revolving Fund, \$11,530.28; Swim Pool Sales Tax, \$57.93; Koester Block Maintenance, \$1,497.61; Employee Benefit, \$33,708.36; Transient Guest Tax, \$5,693.87; Sales Tax Improvements, \$33,563.78 making a total of \$416,880.83.
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 Snellings seconded to approve the appropriations ordinance totaling \$416,880.83.
3. Motion to approve the appropriations ordinance carried by 8-0 roll call vote. City Clerk Holle assigned Ordinance No. 3808.

STAFF REPORTS:

CITY CLERK:

1. **BIOLOGY CLUB.** CC Holle thanked the Biology Club for cleaning up the roadway on North Street from 20th Street to 11th Road.

STANDING COMMITTEE REPORTS:

STREET:

WATER & WASTEWATER:

1. **LEAK AT 407 N 14TH STREET.** CM Snellings reported she was informed there is a water leak at 407 N 14th Street. Staff reported it stems from an abandoned service line and no customer is being billed for the usage. The Water Department is aware of the leak.
2. **WATER TAPS HEALTH DEPARTMENT.** CC Throm said several of the holes have been dug in the bricks on Broadway in front of the new health department where the water taps from the old buildings have been removed.

PARKS & RECREATION:

1. **POOL.** CC Holle reported the pool repairs are mostly completed. Manhattan Energy Center should finish soon.

CEMETERY/AIRPORT:

POLICE AND FIRE:

1. **JAKE BRAKES.** Mayor Barnes said he had received some complaints about the use of jake brakes on trucks with straight pipes.

ADMINISTRATION AND FINANCE:

1. **CHAMBER MAINSTREET DIRECTOR.** CM Behrens reported the hiring committee had met and only one person who is qualified applied for the Director position for the Chamber Mainstreet and Convention & Tourism. The previous contract has been adjusted for the new director's position. Wayne Kruse is the interim director who will be hired as the new director.
2. **ADMINISTRATOR SEARCH.** CM Keating asked to have the City Administrator brochure discussed at the special meeting when the Interim Administrator's zoom interviews are conducted.

APPOINTMENTS: Planning Commission Alternates – Steve Blumer and Clint Friedrichs. CM Throm moved; CM Snellings seconded to approve the mayor's appointments. Motion carried unanimously.

CITY ATTORNEY: CA McNish reported the City would need to pay \$250 for the past use of an internet picture of a black squirrel.

CA McNish read Kansas Statute KSA 75-4318F regarding interactive meetings of council members outside of a public meeting.

EXECUTIVE SESSION:

ROUND TABLE DISCUSSION:

1. **BLACK SQUIRREL NIGHT.** CM Throm said everyone should attend Black Squirrel Night on Thursday. The City Council will serve coffee and donuts at 617 Broadway (old PD) from 5 p.m. to 7 p.m.
2. **CAMERA ON 617 BROADWAY.** CM Beikman and CM Behrens reported the camera on the building at 617 Broadway is low and should probably be raised higher.

There being no further business, at 8:02 p.m. CM Frye moved to adjourn, CM Snellings seconded. Motion carried unanimously.

Cindy Holle
City Clerk

SPECIAL MEETING

City of Marysville, Marysville, Kansas, October 30, 2023

Members of the Governing Body of the City of Marysville were called to order in a special meeting at 5:30 p.m., on the date and at the place listed above with Mayor Barnes opening the meeting. City Clerk Holle was also present.

Council members answering present to roll call were Frye, Snellings, Beikman, Price, and Throm. A quorum was present.

The call, signed by six of the six council members present, read as follows:

We, the undersigned councilmembers of the City of Marysville hereby respectfully request that you call a special council meeting of the members of the governing body of said City to be held at 5:30 p.m. on Monday October 30, 2023, at the Marysville City Hall for the following purpose:

***Discuss the brochure SGR is creating to advertise for the City Administrator.
Zoom interview candidates for the Interim City Administrator position.***

The Council conducted a zoom interview with Jeffrey Pederson at 5:30 p.m., a zoom interview with John Harrenstein at 6:00 p.m. and a zoom interview with Kendal Francis at 6:30 p.m. After council discussion, CM Keating moved, CM Frye seconded to offer the job to Jeffrey Pederson at \$50.00 per hour up to 40 hours per week. Motion carried unanimously.

The Council discussed the brochure SGR has submitted for approval. CC Holle will email the changes to SGR for final approval.

At 7:09 p.m., CM Beikman moved, CM Price seconded to adjourn the meeting. Motion carried unanimously.

CINDY HOLLE
City Clerk

SPECIAL MEETING

City of Marysville, Marysville, Kansas, November 7, 2023

Members of the Governing Body of the City of Marysville were called to order in a special meeting at 5:30 p.m., on the date and at the place listed above with Mayor Barnes opening the meeting. City Clerk Holle was also present.

Council members answering present to roll call were Frye, Beikman, Goracke, Price, Behrens, and Throm. A quorum was present.

The call, signed by six of the six council members present, read as follows:

We, the undersigned councilmembers of the City of Marysville hereby respectfully request that you call a special council meeting of the members of the governing body of said City to be held at 5:30 p.m. on Tuesday November 7, 2023, at the Marysville City Hall for the following purpose:

- a) Discuss the contract to hire an Interim City Administrator as a Temporary Part-time employee.***
- b) Approve steps and a ramp at the Health Department at 6th and Broadway on the north side of the building which obstructs the sidewalk.***

The Council discussed the ramp and steps on the north side of the new health department at 6th and Broadway. The steps will be 4 foot wide which will leave 7 feet 6 inches of open sidewalk. CM Frye moved; CM Throm seconded to allow the obstruction on the sidewalk. Motion carried unanimously.

The Council discussed the proposed contract to hire Interim City Administrator Jeffrey Pederson as a temporary part-time employee. The council changed the allowed hours worked to a maximum of 38 hours per week and 1,000 hours maximum per calendar year. He will be paid \$55 per hour and all paid holidays the city employees are granted, but not additional benefits. CM Throm moved; CM Frye seconded to approve the contract as amended and offer the job to Jeffrey Pederson. He will be allowed to use the City's apartment in the Koester Block at no charge. Motion carried unanimously.

At 5:47 p.m., CM Throm moved, CM Goracke seconded to adjourn the meeting. Motion carried unanimously.

CINDY HOLLE
City Clerk



Pony Express Partnership for Children, Inc.

405 N. 4th St, Marysville, KS 66508 -- (785)629-8300

November 6, 2023

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

Dear Cindy,

I am writing to formally request that PEPC be included on the agenda for the next City Council meeting. We'd like to discuss upcoming changes on our block and additionally, the possibility of not requiring a site plan when considering zoning approval for said changes. We look forward to discussing these exciting changes with the Council.

Sincerely,

April Todd, MS
Director



10th & Elm St., Marysville, KS 66508

Marysville City Council
City Hall
209 N. Eighth St.
Marysville, KS 66508

Nov. 6, 2023

Please put the Koester House Advisory Board on the agenda for the Monday, Nov. 13, meeting of the City Council.

Request for winter hours at Koester House Museum & Gardens

The Koester House Museum Foundation would like to propose to the City of Marysville that the Koester House Museum expand hours to include two or three days a week during the months of November through March.

We propose that the museum be open regular hours on Friday & Saturday or Saturday & Sunday during this period, to allow for welcoming visitors and for planning and installing new permanent exhibits, reworking older exhibits and increasing our ability to tell the stories of early Marysville through the Koester family.

These hours would offset the cost of the “Mondays off” schedule that was started this summer so would come at minimal expense to the City. The Koester House would be joining the Pony Express Museum and the Historic Courthouse Museum, both of whom maintain daily winter hours.

This would give the Foundation time to apply for a grant from Humanities Kansas for help in preparing interpretive displays and, in general, interpretation of exhibits and how to better market the Museum.

Jill Schmidt, who has been the tour guide at the museum during the summer, has agreed to this plan and is happy to work with the City for the benefit of the museum. She would also drop in at the museum on at least one other day of the week, just to make sure everything is well there. We feel it would be a benefit to have someone in the building during the fall and winter to avoid incidents like the big freeze of February 2020, when the temperature plunged and serious damage resulted.

Thank you for your consideration.

Koester House Museum Advisory Board

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Thank you for your consideration.

Koester House Museum Foundation



November 8, 2023

To Mayor Barnes and Members of the City Council:

Thank you for your help with Black Squirrel Night! It's exciting to keep this tradition going as we pay tribute to our city's mascot.

Thank you, also, for giving me the opportunity to attend the Kansas Tourism conference in Dodge City. Every session was relevant and provided new information and insight into attracting visitors to Marsville. Some important take-aways:

- If you don't have great communication, it builds distrust.
- I met several travel writers and bloggers; since then, they have reached out to talk about coming to Marysville.
- I met several tourism directors who host Gravel Dashes in their cities and they gave helpful suggestions for ways to increase overnight stays with our Pony Express 120 Gravel Dash.
- Matthew Godinez, Department of Commerce, gave a valuable presentation on grants. He provided contact information for Renee Zwahl, also with the Department of Commerce, who helps organizations connect with grant opportunities. Renee.Zwahl@ks.gov
 - I reached out asking for suggestions, and got a response with more than 20 potential grants in less than 48 hours.
- I also learned that Kansas Main Street can provide data related to our visitors - where they go, where they spend money, etc. This is a free service since Marysville Chamber & Main Street is a member of Kansas Main Street.
- A trend that works in our favor - 66% of travelers say they want to have authentic travel experiences. Marysville can certainly offer that.

Since the tourism division is in the Department of Commerce, Lt. Gov. David Toland addressed the group. He helped us connect how commerce and tourism work together. He talked about how we must work together to harness the power of the workforce. Specifically, he said, we need to make sure our high school students view Marysville as a great place to live and work. If we are going to solve our workforce shortage, we need to make sure some of our high school students are staying in Marysville after graduation to work in our local businesses.

To get a feel for how Marysville high school students view Marysville, I asked them -

"What three words or phrases would you use to describe Marysville as a place to live?"

65% of high school students responded to the prompt; I have attached a word cloud illustrating their answers. While I realize there is nothing necessarily scientific about this poll, it offers helpful insight. I'll talk about how

we're using this information at Monday's meeting as well as talk about ways to make sure high school students feel connected to the community.

Most importantly, as Lt. Gov. Toland, who also serves as Secretary of Commerce, and Bridgette Jobe, director of Kansas Tourism, co-presented, they reinforced the move we are making in Marysville to combine Marysville Chamber & Main Street and Marysville Convention and Tourism. I feel we are headed in the right direction.

Spending five days in Dodge City was helpful, too, as I was able to visit some of their tourist attractions and experience the way their town embraces visitors. I'll share some insights at Monday's meeting.

Also, I will review the October occupancy rates for our local hotels. The report is attached. The daily average occupancy rate for October is 57%.

Please join us Thursday, November 16, at 8 a.m. to hear from Brenda Spencer about the benefits of having a historic district. She has completed the building inventory survey and will share her results, too.

Finally, we are pleased to announce plans for A Small Town Christmas - Marysville's 2023 Christmas celebration. I have shared an overview of our plans in the weekly email I sent from the Chamber & Main Street email account.

The following topics need your attention, please:

- We plan to have a 25' tall Christmas tree placed in Pony Plaza for the Christmas season. Currently, we are coordinating the logistics of this. I will provide more information at the meeting.
- A Small Town Christmas: Pink Friday is Friday, November 17, in downtown Marysville. There will be added excitement downtown from 5-6 p.m. as we get ready to announce the winners. We are giving away five turkeys, five hams and \$500 in Chamber bucks. The winners need to be present to receive their prizes. We will be using the downtown sound system until approximately 6:20 p.m.
- A Small Town Christmas: Light Up Marysville will be Friday, November 24, 2023 from 5-7 p.m.
 - We will have activities in Pony Plaza during this time. We will serve hot chocolate, have a Christmas carol sing-a-long, string popcorn and put peanut butter and bird seed on pine cones to decorate the Christmas tree.
 - We'd like the Marysville fire department to have firepits in the area. If necessary, we can block off a portion of Broadway Street (from 617 Broadway to 703 Broadway) OR we can put the firepits in Pony Plaza.
 - We will officially light up Marysville at 6 p.m. - that is when we will turn on all of the lights in downtown Marysville.
- A Small Town Christmas: Small Business Saturday will be Saturday, November 25, 2023 from 8 a.m. until 12 p.m.
 - We will use the downtown speaker system to play Christmas music and make announcements from 8 a.m. until 12 p.m.
 - We will have a ribbon cutting at 8:55 a.m. to ceremoniously kick off the Christmas shopping season. The ribbon cutting will be around 8th Street and Broadway Street. The mayor and council members are invited to participate.
- A Small Town Christmas: Christmas Opening will be Saturday, December 2, 2023.
 - We will use the downtown speaker system to play Christmas music and make announcements from 9 a.m. until 4:30 p.m.

- From 1 p.m. until 2:30 p.m., we ask Broadway Street be blocked off from 13th Street to 6th Street. This will allow time to prepare for Santa's parade which starts at 2 p.m. and keeps the streets free from traffic. The Platinum dancers will perform in front of their studio at 1:15 p.m. There is an Elf King and Queen contest at 1:30 p.m. and a dog costume contest at 1:45 p.m.; both of these events are in front of the Marshall County Historic Courthouse. Although the activities aren't in the street, this provides added safety since more people will be in the area.
- From 1 p.m. until 4:30 p.m. we ask that South 9th Street, from Broadway Street to Elm Street, be blocked off.
- Santa's parade will travel west down Broadway Street from 13th Street down to 6th Street.
- We ask that the Black Squirrel be the grand marshal for the parade.
- We have asked the police department and the fire department to participate in the parade.
- Santa will arrive in a horse-drawn carriage.
- We request permission for participants to use decorated golf carts, UTVs and ATVs in the parade.
- The mayor and city council members are invited to participate in the parade and in any of the events planned for Christmas opening.
- After the parade, there will be activities around Santa's house: Live Nativity, mule rides, barrel train rides.

For your information, Santa wants to spend more time in Marysville this Christmas season; therefore, we have extended his hours.

Saturday, December 2, 2-4:30 p.m.

Sunday, December 3, 12-3 p.m.

Wednesday, December 6, 5-7 p.m.

Thursday, December 7, 5-7 p.m.

Sunday, December 10, 12-3 p.m.

Wednesday, December 13, 5-7 p.m.

Thursday, December 14, 5-7 p.m.

Sunday, December 17, 12-3 p.m.

Wednesday, December 20, 5-7 p.m.

Thursday, December 21, 5-7 p.m.

We appreciate all of the support provided by the mayor, council and city employees. Working together, we are able to accomplish a lot.

Thank you.



Wayne A. Kruse

Marysville Convention and Tourism



October 2023 Occupancy Rates
Heritage Inn Express, Surf Motel, Travelodge

Date	Day	Occupancy#/232	Occupancy %
1	Sunday	105	45%
2	Monday	147	63%
3	Tuesday	128	55%
4	Wednesday	147	63%
5	Thursday	155	67%
6	Friday	150	65%
7	Saturday	133	57%
8	Sunday	135	58%
9	Monday	158	68%
10	Tuesday	148	64%
11	Wednesday	135	58%
12	Thursday	140	60%
13	Friday	110	47%
14	Saturday	119	51%
15	Sunday	104	45%
16	Monday	105	45%
17	Tuesday	132	57%
18	Wednesday	167	72%
19	Thursday	127	55%
20	Friday	135	58%
21	Saturday	150	65%
22	Sunday	110	47%
23	Monday	124	53%
24	Tuesday	143	62%
25	Wednesday	145	63%
26	Thursday	153	66%
27	Friday	142	61%
28	Saturday	105	45%
29	Sunday	96	41%
30	Monday	143	62%
31	Tuesday	133	57%

BRENDA SPENCER

HISTORIC DISTRICT

THURSDAY, NOVEMBER 16

8-9 A.M.

LEE DAM CENTER FOR FINE ART

“The best thing about becoming a historic district is that it enabled property owners in our downtown corridor to undergo some extensive and much needed improvements due to the state and federal historic tax credits. Because of the district designation, we are in the process of constructing 24 loft apartments downtown, adding a large event space and some additional office and retail space that was just vacant space in our downtown. It is a process to go through, but financially, it is very worthwhile.”

Sara Arnberger

President, Great Bend Economic Development

QUESTIONS?

785-562-3101

MARYSVILLECMS@GMAIL.COM



October 18, 2023

To Mayor Barnes and Members of City Council:

“A Small Town Christmas” is the theme for Marysville’s 2023 Christmas celebration. The festivities kick off Friday, November 17, with Pink Friday, an event reminding shoppers that shopping small should happen first — before Black Friday and all of the big shopping days of the year. Other activities are planned to make Marysville a Christmas destination all month long.

November 17, Friday	Pink Friday
November 17 - Dec. 16	Christmas Market at Koester House Restaurant
November 24, Friday	Light Up Marysville including Christmas lighting ceremony
November 25, Saturday	Small Business Saturday
December 2, Saturday	Christmas Opening and Santa’s parade
December 22, Friday	Retail promotion geared toward men - last minute shopping

Since we have increased the number of events held in conjunction with our Christmas celebration, we increased the budget from \$3000.00 to \$4500.00

Social media	\$250.00
Television	\$1400.00
Newspapers	\$750.00
Radio stations	\$750.00
Light Up Marysville	\$675.00
Events/Parade	\$675.00
Total	\$4500.00

Some of the advertising dollars will be spent locally; however, at least half of the advertising portion of the budget will be spent to attract out-of-towners to Black Squirrel City. We are partnering with IdntiTeez to host Light Up Marysville, the city’s Christmas lighting contest. Light Up Marysville also includes lighting a large Christmas tree in Pony Plaza Friday night, November 24, to unveil the new white lights on downtown buildings.

To fund the additional \$1500.00, we looked at our current budget where we have \$1500.00 earmarked for television advertising; we have not spent those dollars nor do we plan to spend them in 2023. Those funds can be applied to A Small Town Christmas.

We are very excited to attract locals and visitors to Marysville throughout the Christmas season.

Thank you for your support.

Cheers,

Wayne A. Kruse



Convention and Tourism Committee

Request for Funds

Date 10/18/2023

Event:

\$4500 for "A Small Town Christmas".

Fund use:

The Marysville Convention & Tourism committee requests \$4500 for "A Small Town Christmas" – Marysville's 2023 Christmas celebration. More details are in the attached letter.

Date(s) of Event: November 17-December 22, 2023

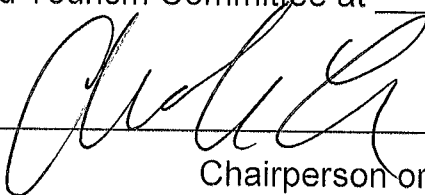
Amount of Request: \$4500

Previous approved amount: \$3000 and fund use: Light Up Marysville

Sponsor(s) of Event:

The Marysville Advocate, Facebook, KCLY, KNDY, and more

Recommended by majority vote of Convention and Tourism Committee at October 10, 2023 meeting.



Chairperson or Co-chairperson

AGREEMENT FOR SERVICES
OF THE CONVENTION AND TOURISM and CHAMBER MAIN STREET DIRECTOR

This Agreement is hereby entered into as of the 1st day of January 2024, (the “Effective Date”) by and between the City of Marysville, Kansas, a municipal corporation (hereinafter “City”), and Wayne Kruse, individually or as the sole member of any limited liability company which he may create (hereinafter “Director”).

WHEREAS the City desires to contract with the Director to provide services for the Convention and Tourism Committee and the Chamber Main Street, as set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Services

The City hereby hires the Director to provide, and Director hereby agrees to provide services (the “Services”) during the term of this Agreement. The Services shall include those listed in Exhibit A attached hereto. Specifically, and in addition to those Services listed in Exhibit A, the Director shall be required to provide monthly reports to the Convention and Tourism Committee (“Committee”), Chamber Main Street (“Chamber”) and/or the City Council in Marysville, Kansas. Services shall also include attendance at such meetings of the City Council where the discussion of such Committee or Chamber matters may occur and at which such attendance is requested by the City or deemed necessary by the Director.

2. Equipment, Supplies and Materials

The City and Chamber will provide use of necessary equipment, supplies and materials to perform the Services, to include use of a laptop computer, design software and printer, cell phone, landline, to Director. City and Chamber will retain ownership of all equipment, supplies and materials, both during the term of this Contract and thereafter. The City and Chamber shall allocate the cost of all necessary equipment, supplies and materials to perform the Services in its budget presented to the City and not exceed the allocated amount during any fiscal year.

3. Compensation

The City agrees to pay a salary to the Director, as compensation for his Services hereunder, at a salary of \$45,000.00 annually (“Salary”). The director will receive payment monthly in the amount of \$3,750.00. Payment shall commence on January 23, 2024, directly following the

second appropriations of the month. All payments will be made after the second appropriation of the month.

4. Status as an Independent Contractor

It is expressly understood that Director, in performing services under this Agreement, do so as an independent contractor. The sole interest and responsibility of the City is to see that the Services covered by this Agreement are performed and rendered in a competent, efficient, and satisfactory manner. The Committee, the Chamber and/or City shall reserve the right to evaluate the performance of the Director from time to time. Director shall be exclusively responsible for all taxes, withholding payments, employment-based benefits, deferred compensation plans, including but not limited to its workers compensation and social security obligations, licensing fees, and the filing of all necessary documents, forms, or returns pertinent to the foregoing.

5. Term and Termination

- A.** This Agreement shall be effective as of the Effective Date, and its term shall continue until terminated as hereinafter provided.
- B.** Either the City, or Director, may terminate this Agreement upon thirty (30) days written notice to the other party. Provided that, if the City determines that the Director is not available to provide the Services, the City may, at its option and with cause, terminate this Agreement upon written notice to the Director.

6. Miscellaneous Provisions

- A.** *Compliance with Kansas Cash Basis Law.* This Agreement must comply with the applicable provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et. seq., as amended. The City is only obligated to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes set forth in this Agreement during the City's current budget year. To the extent that the City does budget and appropriate funds for the purposes set forth in this Agreement, the obligations of the parties shall remain as provided herein.
- B.** *Governing law.* This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.

- C.** *Venue and Jurisdiction.* The parties agree that any legal action arising out of this Agreement shall be filed solely in the Marshall County, Kansas, District Court, or the U.S. district court of Kansas, as appropriate.
- D.** *Entire Agreement.* This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Director and attached hereto.
- E.** *Severability.* If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect.
- F.** *Waiver.* The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision or breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- G.** *Assignment.* Nothing in this Agreement shall be construed to give any rights or benefits to any party other than the City and Director, except that the City expressly consents to the creation of, and assignment to a limited liability company wherein the Director is the single member of the limited liability company. Notwithstanding the creation of the aforementioned limited liability company, the Director shall not assign any interest in this Agreement without the City's prior written consent. If Director assigns an interest in this Agreement without the City's prior written consent, such assignment shall be void, and the City may immediately terminate or suspend this Agreement.
- H.** *Third Parties.* The Services to be performed by the Director are intended solely for the benefit of the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

**WAYNE KRUSE, individually
or as the sole member of any limited
liability company he may create.**

CITY OF MARYSVILLE, KANSAS:

BY: JASON BARNES, MAYOR

ATTEST:

SEAL

BY: LUCINDA HOLLE, CITY CLERK

To: City Council

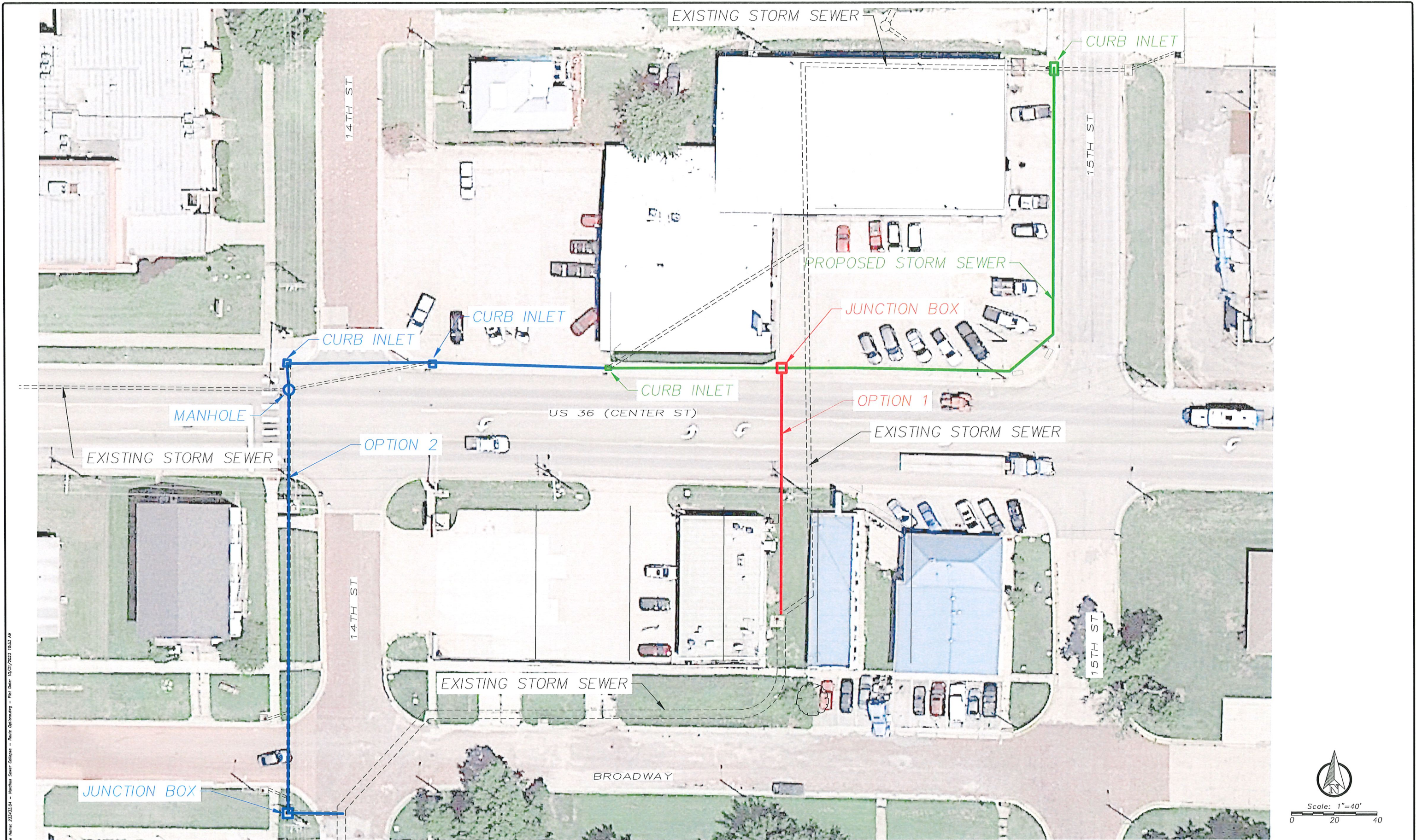
Re: Storm Water Project 14th & Center

After speaking with Rob at CES he submitted a map asking for direction on planning this project. Water Supervisor Bargman said he had suggested the project be created as Option 2. We have attached the map from CES and Rob's email. CES said Option 2 Blue has had not engineering done and will cost 4 to 5 times more than Option 1 Red.

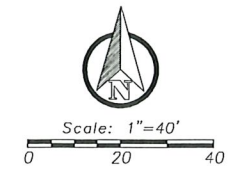
What option would you like them to engineer?

Cindy Holle

City Clerk



File Name: 233433.04 - Normal Sewer Collapse - Rural Siting.dwg - Plot Date: 10/31/2023 10:52 AM



W.O. # 233433.04
 Date: 10.31.2023
 Detailed by: CLT
 Checked by: RAP
 Page: 1 of 1



FIGURE 1- STORM SEWER COLLAPSE ROUTE OPTIONS
 City of Marsville
 Marysville, KS

To: City Council

Re: Manhole project on Center Street

The bids for the Manhole Project on Center Street were opened. CES assembled the enclosed bid sheet. The Engineer's recommendation is to proceed with the lowest bidder, Smoky Hill, LLC.

Cindy Holle

City Clerk

Owner: City of Marysville

Project: Hwy 36 Manhole Addition

BID TABULATION

Bid Date: November 2, 2023

Time: 1:30 PM

Bid Location: City Hall, Marysville

				Engineer's Estimate CES Group Inc.		Nowak Construction Company, Inc		Smoky Hill, LLC		J&K Contracting LC		
ITEM No.	KDOT Spec Sect.	PAY ITEM DESCRIPTION	QUAN	UN	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID												
1.	202	REMOVAL OF EXISTING STRUCTURES	1.0	LS		\$ 5,000.00	\$ 1.00	\$ 1.00	\$ 7,000.00	\$ 7,000.00	\$ 29,561.00	\$ 29,561.00
2.	204	FOUNDATION STABILIZATION (SET PRICE)	1.0	CUYD		\$ 200.00	\$ 40.00	\$ 40.00	\$ 35.00	\$ 35.00	\$ 40.00	\$ 40.00
3.	611	HMA COMMERCIAL GRADE (CLASS A)	11.0	TON		\$ 13,200.00	\$ 3,200.00	\$ 35,200.00	\$ 390.00	\$ 4,290.00	\$ 523.60	\$ 5,759.60
4.	801	MOBILIZAITON	1.0	LS		\$ 50,000.00	\$ 37,625.00	\$ 37,625.00	\$ 55,000.00	\$ 55,000.00	\$ 76,761.00	\$ 76,761.00
5.	802	CONTRACTOR CONSTRUCTION STAKING	1.0	LS		\$ 13,000.00	\$ 16,600.00	\$ 16,600.00	\$ 1,000.00	\$ 1,000.00	\$ 5,632.00	\$ 5,632.00
6.	805	TRAFFIC CONTROL	1.0	LS		\$ 90,000.00	\$ 76,200.00	\$ 76,200.00	\$ 102,000.00	\$ 102,000.00	\$ 141,625.00	\$ 141,625.00
7.	807	PAVEMENT MARKING (PAINT) (YELLOW) (12")	50.0	LNFT		\$ 600.00	\$ 6.00	\$ 300.00	\$ 6.00	\$ 300.00	\$ 5.53	\$ 276.50
8.	807	PAVEMENT MARKING (PAINT) (WHITE) (24")	600.0	LNFT		\$ 14,400.00	\$ 12.00	\$ 7,200.00	\$ 11.00	\$ 6,600.00	\$ 11.33	\$ 6,798.00
9.	807	PAVEMENT MARKING (PAINT) (WHITE) (4")	1550.0	LNFT		\$ 2,325.00	\$ 1.00	\$ 1,550.00	\$ 1.20	\$ 1,860.00	\$ 1.71	\$ 2,650.50
10.	807	PAVEMENT MARKING (PAINT) (YELLOW) (4")	2000.0	LNFT		\$ 3,000.00	\$ 1.00	\$ 2,000.00	\$ 1.20	\$ 2,400.00	\$ 1.71	\$ 3,420.00
11.	808	PAVEMENT MARKING REMOVAL	4200.0	LNFT		\$ 4,200.00	\$ 0.50	\$ 2,100.00	\$ 0.55	\$ 2,310.00	\$ 1.13	\$ 4,746.00
12.	809	CONCRETE SAFETY BARRIER (TYPE F3) (TEMPORARY)	300.0	LNFT		\$ 22,500.00	\$ 79.00	\$ 23,700.00	\$ 72.00	\$ 21,600.00	\$ 100.89	\$ 30,267.00
13.	809	CONCRETE SAFETY BARRIER (TYPE F3) (TEMP-RELOCATE)	1200.0	LNFT		\$ 30,000.00	\$ 13.00	\$ 15,600.00	\$ 7.00	\$ 8,400.00	\$ 48.40	\$ 58,080.00
14.	810	INERTIAL BARRIER SYSTEM (TL-2)	10.0	EACH		\$ 30,000.00	\$ 3,050.00	\$ 30,500.00	\$ 3,000.00	\$ 30,000.00	\$ 6,798.00	\$ 67,980.00
15.	815	MANHOLE (SANITARY SEWER)	5.0	EACH		\$ 75,000.00	\$ 52,650.00	\$ 263,250.00	\$ 20,000.00	\$ 100,000.00	\$ 35,580.60	\$ 177,903.00
16.	817	SANITARY SEWER (10") (PVC)	10.0	LNFT		\$ 3,000.00	\$ 814.00	\$ 8,140.00	\$ 150.00	\$ 1,500.00	\$ 609.90	\$ 6,099.00
17.	833	PCCP PATCHING (FULL DEPTH) (10") (SOUND)	100.0	SQYD		\$ 30,000.00	\$ 222.00	\$ 22,200.00	\$ 230.00	\$ 23,000.00	\$ 217.80	\$ 21,780.00
18.	843	FLOWABLE FILL (LOW STRENGTH)	127.8	CUYD		\$ 14,058.00	\$ 163.00	\$ 20,831.40	\$ 325.00	\$ 41,535.00	\$ 389.40	\$ 49,765.32
19.	855	PAVING BRICK	100.0	SQYD		\$ 24,000.00	\$ 388.00	\$ 38,800.00	\$ 50.00	\$ 5,000.00	\$ 90.20	\$ 9,020.00
TOTAL BASE BID						\$424,483.00	\$601,837.40	\$413,830.00	\$698,163.92			
% of LOW BID						102.57%	145.43%	100.00%	168.71%			

J&K Contracting LC - Line Item 7: The EXTENSION price *written* on the Bid is \$226.60. The *multiplied* EXTENSION is \$276.50.
 J&K Contracting LC - Line Item 16: The EXTENSION price *written* on the Bid is \$6039.00. The *multiplied* EXTENSION is \$6099.00
 Correction of such errors favor the Quantity X Unit Price over the written EXTENSION price. This discrepancy increases the Required Contract Price by \$109.90, increasing to the TOTAL

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Marysville

209 N. 8th

Marysville, KS 66508

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices as shown on **Bid Form Attachment A**.

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
One	10-10-23

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Attachment A: Bid Schedule
Marysville Highway 36 Manhole Addition

Bid Item No.	KDOT Spec Sect.	Item Description	Est Quant	Unit	Unit Price	Amount
1.	202	REMOVAL OF EXISTING STRUCTURES	1	LS	\$7,000.00	\$7,000.00
2.	204	FOUNDATION STABILIZATION (SET PRICE)	1	CUYD	\$35.00	\$35.00
3.	611	HMA COMMERCIAL GRADE (CLASS A)	11	TON	\$390.00	\$4,290.00
4.	801	MOBILIZATION	1	LS	\$55,000.00	\$55,000.00
5.	802	CONTRACTOR CONSTRUCTION STAKING	1	LS	\$1,000.00	\$1,000.00
6.	805	TRAFFIC CONTROL	1	LS	\$102,000.00	\$102,000.00
7.	807	PAVEMENT MARKING (PAINT) (YELLOW) (12")	50	LNFT	\$6.00	\$300.00
8.	807	PAVEMENT MARKING (PAINT) (WHITE) (24")	600	LNFT	\$11.00	\$6,600.00
9.	807	PAVEMENT MARKING (PAINT) (WHITE) (4")	1550	LNFT	\$1.20	\$1,860.00
10.	807	PAVEMENT MARKING (PAINT) (YELLOW) (4")	2000	LNFT	\$1.20	\$2,400.00
11.	808	PAVEMENT MARKING REMOVAL	4200	LNFT	\$0.55	\$2,310.00
12.	809	CONCRETE SAFETY BARRIER (TYPE F3) (TEMPORARY)	300	LNFT	\$72.00	\$21,600.00
13.	809	CONCRETE SAFETY BARRIER (TYPE F3) (TEMP-RELOCATE)	1200	LNFT	\$7.00	\$8,400.00
14.	810	INERTIAL BARRIER SYSTEM (TL-2)	10	EACH	\$3,000.00	\$30,000.00
15.	815	MANHOLE (SANITARY SEWER)	5	EACH	\$20,000.00	\$100,000.00
16.	817	SANITARY SEWER (10") (PVCP)	10	LNFT	\$150.00	\$1,500.00
17.	833	PCCP PATCHING (FULL DEPTH) (10") (SOUND)	100	SQYD	\$230.00	\$23,000.00
18.	843	FLOWABLE FILL (LOW STRENGTH)	127.8	CUYD	\$325.00	\$41,535.00
19.	855	PAVING BRICK	100	SQYD	\$50.00	\$5,000.00
TOTAL						\$ 413,830.00

BIDDER hereby submits this Bid as set forth above:

Bidder:

Smoky Hill, LLC

(typed or printed name of organization)

By:

Kim E. Brown

(individual's signature)

Name:

Kim E. Brown

(typed or printed)

Title:

President

(typed or printed)

Date:

11-2-23

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Kelly J. Brown

(individual's signature)

Name:

Kelly J. Brown

(typed or printed)

Title:

Office Manager

(typed or printed)

Date:

11-2-23

(typed or printed)

Address for giving notices:

645 E. Crawford, #E8
Salina, KS 67401

Bidder's Contact:

Name:

Kim Brown

(typed or printed)

Title:

President

(typed or printed)

Phone:

785-825-1224

Email:

kimbrown@smokyhillconst.com

Address:

645 E. Crawford, #E8
Salina, KS 67401

Bidder's Contractor License No.: (if applicable)

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745



Phone: 785-296-2235
Fax: 785-296-2799
kdot#publicinfo@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

Calvin E. Reed, P.E., Acting Secretary
Tony Menke, P.E., Director

March 01, 2023

VENDOR ID: 02078
SMOKY HILL LLC
645 E CRAWFORD ST STE E8
SALINA, KS 67401-5117

A review of your financial statement has been made and you are now qualified with the Secretary of Transportation, Kansas Department of Transportation, to bid on the class, or classes, of work listed below.

The aggregate amount of your contracts with the Secretary of Transportation, plus the unearned amount of all your other contracts with the Secretary of Transportation, plus the unearned amount of all your other contracts in the state and/or any other states is **unlimited**.

To remain prequalified, submit a completed Questionnaire annually, at other times the Committee requests, and within 30 calendar days after a change in business ownership. Unless you are otherwise notified, you will remain on the qualified list of bidders until **March 1, 2024**.

- A. ALL EARTHWORK
- B. EARTHWORK-MINOR: LESS THAN 10,000 CU YD
- C. STABILIZED SUBGRADES AND BASE COURSES: SUBGRADE MODIFICATION, LIME TREATED SUBGRADE, CEMENT OR FLY ASH TREATED SUBGRADE, CRUSHED STONE SUBGRADE, AGGREGATE BASE, CEMENT TREATED BASE, GRANULAR BASE
- D. ALL STRUCTURES
- F. REINFORCED CONCRETE BOX STRUCTURES
- H. RETAINING WALLS: CAST-IN-PLACE AND LANDSCAPE RETAINING WALL SYSTEMS (LESS THAN 6 FEET HIGH)
- I. MISCELLANEOUS CONCRETE: CURB AND GUTTER, SIDEWALK, CONCRETE DITCH LINING, CONCRETE RIPRAP, FLUMES, INLETS
- J. PIPE: ENTRANCE, CROSS ROAD, EROSION AND LINER PIPE, STORM AND SANITARY SEWER, UNDERDRAINS, EDGE DRAINS
- K. ALL PORTLAND CEMENT CONCRETE PAVEMENT
- L. PORTLAND CEMENT CONCRETE PAVEMENT-MINOR: LESS THAN 10,000 SQ YD, PAVEMENT PATCHING (EXCLUDING ASPHALT PATCHING)
- N. HOT MIX ASPHALT-MINOR: LESS THAN 2000 TONS
- P. AGGREGATE DRAINAGE IMPROVEMENTS
- R. GUARDRAIL AND FENCING
- U. SIGNING-MINOR: POST MOUNTED SIGNS, EXCLUDING STRUCTURAL SIGNS
- W. REST AREA STRUCTURES AND BUILDINGS
- Y. MISCELLANEOUS: DEMOLITION, SPECIAL EXCAVATIONS (SHORING, DEWATERING), INSTALLATION OF PUMPS & EQ, REMOVAL OF HAZARDOUS MATERIALS, HDPE LINER INSTAL, WATER SYSTEMS & SANITARY SEWER SYSTEMS

SMOKY HILL LLC
March 01, 2023
Page 2

- Z. STABILIZED SUBGRADES AND BASE COURSES: LESS THAN 20,000 SQYD. SUBGRADE MODIFICATION, LIME TREATED SUBGRADE, CEMENT OR FLY ASH TREATED SUBGRADE, CRUSHED STONE SUBGRADE, AGGREGATE BASE, CEMENT TREATED BASE, GRANULAR BASE

If you have questions or concerns, please contact this office at (785) 296-2235 or by e-mail at KDOT.Operations@ks.gov.

Sincerely,



Tony S. Menke
Head of KDOT Prequalification Committee



Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Calvin E. Reed, P.E., Acting Secretary
Tony Menke, P.E., Director

Phone: 785-296-2235
Fax: 785-296-2799
kdot#publicinfo@ks.gov
<http://www.ksdot.org>

Laura Kelly, Governor

March 1, 2023

VENDOR ID: 02078
SMOKY HILL LLC
645 E CRAWFORD ST STE E8
SALINA, KS 67401-5117

CLASS(ES) OF WORK NOT APPROVED:

Your Contractor's Qualification Statement and Experience Questionnaire have been reviewed by the Prequalification Committee.

It is our opinion that your statement does not indicate sufficient equipment/experience in order to qualify for the following class(es) of work:

- G. RETAINING WALL SYSTEMS: MBW AND MSEW PRECAST PANELS
- X. PLANTING AND SEEDING: TEMPORARY EROSION AND POLLUTION CONTROL, SEEDING, MULCHING, TOPSOIL, TREES, SHRUBS AND OTHER PLANTS

If you have additional information that supports qualification of these classes of work, you may submit the documentation to the Prequalification Committee for consideration.

If you have questions or concerns, please contact this office at (785) 296-2235 or by e-mail at KDOT.Operations@ks.gov.

Sincerely,

Tony S. Menke
Head of KDOT Prequalification Committee



Bid Bond
SURETY DEPARTMENT

ITT Hartford

KNOW ALL MEN BY THESE PRESENTS:

That we, Smoky Hill L.L.C., 645 E. Crawford, Ste E8, Salina, KS 67401 as Principal,

hereinafter called the Principal, and the Hartford Fire Insurance Company, a corporation created and existing under the laws of the State of Connecticut, whose principal office is in Hartford, Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Marysville, 209 N 8th Street, Marysville, KS 66508 as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Principal's Bid for payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for Highway 36 Manhole Addition.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the principal to enter such contract and give such bond or bonds, if the principal shall pay the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another part to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of November, 2023, A.D.

Witness: _____
(If Individual)

Smoky Hill L.L.C. (SEAL)

BY: Kim E Brown

Attest: Kelly J Brown
(If Corporation)

(SEAL)

Hartford Fire Insurance Company

Attest: [Signature]

BY: Alicia M. Weiland (SEAL)
Alicia M. Weiland, Attorney-in-Fact

(Approved by The American Institute of Architects,
A.I.A. Document No. A-310 Feb., 1970 Edition)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: IRON INSURANCE PARTNERS LLC
 Agency Code: 37-270512

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Erin N. Burch, Tara B. Earley, Jennifer Fessenden, Mark A. Skidmore, Brenda R. Smith, Alicia M. Weiland, James D. Wilson of SALINA, Kansas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 1st, 2023.

Signed and sealed in Lake Mary, Florida.



Keith Dozois

Keith D. Dozois, Assistant Vice President

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Marysville

209 N. 8th

Marysville, KS 66508

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices as shown on **Bid Form Attachment A**.

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	10/29/2023

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

J&K Contracting LC

By: Shannon Locke (typed or printed name of organization)
Shannon Locke (Individual's signature)
Name: Shannon Locke (typed or printed)
Title: Managing Member (typed or printed)
Date: 10/30/2023 (typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Jaileen S. Contreras (Individual's signature)
Name: Jaileen S. Contreras (typed or printed)
Title: Office Manager (typed or printed)
Date: 11/02/2023 (typed or printed)

Address for giving notices:

PO Box 306
Junction City, Kansas 66441

Bidder's Contact:

Name: Shannon Locke (typed or printed)
Title: Managing Member (typed or printed)
Phone: 785-238-3298
Email: shannon@jkcontractingks.com
Address: PO Box 306
Junction City, Kansas 66441

Bidder's Contractor License No.: (if applicable) NA

Attachment A: Bid Schedule
Marysville Highway 36 Manhole Addition

Bid Item No.	KDOT Spec Sect.	Item Description	Est Quant	Unit	Unit Price	Amount
1.	202	REMOVAL OF EXISTING STRUCTURES	1	LS	\$ 29,561.00	\$ 29,561.00
2.	204	FOUNDATION STABILIZATION (SET PRICE)	1	CUYD	\$ 40.00	\$ 40.00
3.	611	HMA COMMERCIAL GRADE (CLASS A)	11	TON	\$ 523.60	\$ 5,759.60
4.	801	MOBILIZAITON	1	LS	\$ 76,761.00	\$ 76,761.00
5.	802	CONTRACTOR CONSTRUCTION STAKING	1	LS	\$ 5,632.00	\$ 5,632.00
6.	805	TRAFFIC CONTROL	1	LS	\$ 141,625.00	\$ 141,625.00
7.	807	PAVEMENT MARKING (PAINT) (YELLOW) (12")	50	LNFT	\$ 5.53	\$ 226.60
8.	807	PAVEMENT MARKING (PAINT) (WHITE) (24")	600	LNFT	\$ 11.33	\$ 6,798.00
9.	807	PAVEMENT MARKING (PAINT) (WHITE) (4")	1550	LNFT	\$ 1.71	\$ 2,650.50
10.	807	PAVEMENT MARKING (PAINT) (YELLOW) (4")	2000	LNFT	\$ 1.71	\$ 3,420.00
11.	808	PAVEMENT MARKING REMOVAL	4200	LNFT	\$ 1.13	\$ 4,746.00
12.	809	CONCRETE SAFETY BARRIER (TYPE F3) (TEMPORARY)	300	LNFT	\$ 100.89	\$ 30,267.00
13.	809	CONCRETE SAFETY BARRIER (TYPE F3) (TEMP-RELOCATE)	1200	LNFT	\$ 48.40	\$ 58,080.00
14.	810	INERTIAL BARRIER SYSTEM (TL-2)	10	EACH	\$ 6,798.00	\$ 67,980.00
15.	815	MANHOLE (SANITARY SEWER)	5	EACH	\$ 35,580.60	\$ 177,903.00
16.	817	SANITARY SEWER (10") (PVC)	10	LNFT	\$ 609.90	\$ 6,039.00
17.	833	PCCP PATCHING (FULL DEPTH) (10") (SOUND)	100	SQYD	\$ 217.80	\$ 21,780.00
18.	843	FLOWABLE FILL (LOW STRENGTH)	127.8	CUYD	\$ 389.40	\$ 49,765.32
19.	855	PAVING BRICK	100	SQYD	\$ 90.20	\$ 9,020.00
TOTAL					\$	698,054.02

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Marysville

209 N. 8th

Marysville, KS 66508

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices as shown on **Bid Form Attachment A**.

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
#1	OCT. 10 th 2023

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
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 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Nowak Construction Company, Inc.
(typed or printed name of organization)

By:

[Signature]
(individual's signature)

Name:

Joseph B. Nowak
(typed or printed)

Title:

President
(typed or printed)

Date:

9/29/23
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

[Signature]
(individual's signature)

Name:

Lorrie Richardson
(typed or printed)

Title:

Contract Admin
(typed or printed)

Date:

9/29/23
(typed or printed)

Address for giving notices:

P.O. Box 218
Goddard, KS 67052

Bidder's Contact:

Name:

Greg Post
(typed or printed)

Title:

Project Est.
(typed or printed)

Phone:

316.794.8898

Email:

greg@nowakconstruction.com

Address:

P.O. Box 218
Goddard, KS 67052

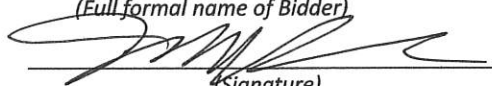

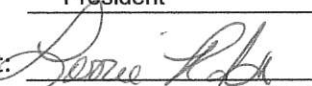
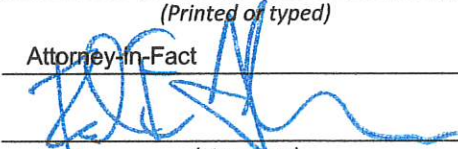
Bidder's Contractor License No.: (if applicable)

N/A

Attachment A: Bid Schedule
Marysville Highway 36 Manhole Addition

Bid Item No.	KDOT Spec Sect.	Item Description	Est Quant	Unit	Unit Price	Amount
1.	202	REMOVAL OF EXISTING STRUCTURES	1	LS	\$ <u>1.00</u>	\$ <u>1.00</u>
2.	204	FOUNDATION STABILIZATION (SET PRICE)	1	CUYD	\$ <u>40.00</u>	\$ <u>40.00</u>
3.	611	HMA COMMERCIAL GRADE (CLASS A)	11	TON	\$ <u>3,200.00</u>	\$ <u>35,200.00</u>
4.	801	MOBILIZATION	1	LS	\$ <u>37,625.00</u>	\$ <u>37,625.00</u>
5.	802	CONTRACTOR CONSTRUCTION STAKING	1	LS	\$ <u>16,600.00</u>	\$ <u>16,000.00</u>
6.	805	TRAFFIC CONTROL	1	LS	\$ <u>76,200.00</u>	\$ <u>76,200.00</u>
7.	807	PAVEMENT MARKING (PAINT) (YELLOW) (12")	50	LNFT	\$ <u>6.00</u>	\$ <u>300.00</u>
8.	807	PAVEMENT MARKING (PAINT) (WHITE) (24")	600	LNFT	\$ <u>12.00</u>	\$ <u>7,200.00</u>
9.	807	PAVEMENT MARKING (PAINT) (WHITE) (4")	1550	LNFT	\$ <u>1.00</u>	\$ <u>1,550.00</u>
10.	807	PAVEMENT MARKING (PAINT) (YELLOW) (4")	2000	LNFT	\$ <u>1.00</u>	\$ <u>2,000.00</u>
11.	808	PAVEMENT MARKING REMOVAL	4200	LNFT	\$ <u>.50</u>	\$ <u>2,100.00</u>
12.	809	CONCRETE SAFETY BARRIER (TYPE F3) (TEMPORARY)	300	LNFT	\$ <u>79.00</u>	\$ <u>23,700.00</u>
13.	809	CONCRETE SAFETY BARRIER (TYPE F3) (TEMP-RELOCATE)	1200	LNFT	\$ <u>13.00</u>	\$ <u>15,600.00</u>
14.	810	INERTIAL BARRIER SYSTEM (TL-2)	10	EACH	\$ <u>3,050.00</u>	\$ <u>30,500.00</u>
15.	815	MANHOLE (SANITARY SEWER)	5	EACH	\$ <u>52,650.00</u>	\$ <u>263,250.00</u>
16.	817	SANITARY SEWER (10") (PVC)	10	LNFT	\$ <u>814.00</u>	\$ <u>8,140.00</u>
17.	833	PCCP PATCHING (FULL DEPTH) (10") (SOUND)	100	SQYD	\$ <u>222.00</u>	\$ <u>22,200.00</u>
18.	843	FLOWABLE FILL (LOW STRENGTH)	127.8	CUYD	\$ <u>163.00</u>	\$ <u>20,831.40</u>
19.	855	PAVING BRICK	100	SQYD	\$ <u>388.00</u>	\$ <u>38,800.00</u>
TOTAL					\$	<u>601,837.40</u>

BID BOND (PENAL SUM FORM)

<p>Bidder</p> <p>Name: Nowak Construction Co., Inc.</p> <p>Address <i>(principal place of business)</i>:</p> <p style="padding-left: 40px;">P.O. Box 218 Goddard, KS 67052</p>	<p>Surety</p> <p>Name: Merchants Bonding Company (Mutual)</p> <p>Address <i>(principal place of business)</i>:</p> <p style="padding-left: 40px;">P.O. Box 14498 Des Moines, IA 50306</p>
<p>Owner</p> <p>Name: City of Marysville</p> <p>Address <i>(principal place of business)</i>:</p> <p>209 N. 8th Marysville, KS 66508</p>	<p>Bid</p> <p>Project <i>(name and location)</i>:</p> <p>Highway 36 Manholes Addition Marysville, Kansas</p> <p>Bid Due Date: November 2, 2023</p>
<p>Bond</p> <p>Penal Sum: Five Percent of Amount Bid (5%)</p> <p>Date of Bond: November 2, 2023</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder</p> <p style="padding-left: 40px;">Nowak Construction Co., Inc.</p> <p style="padding-left: 80px;"><i>(Full formal name of Bidder)</i></p>	<p>Surety</p> <p style="padding-left: 40px;">Merchants Bonding Company (Mutual)</p> <p style="padding-left: 80px;"><i>(Full formal name of Surety) (Corporate seal)</i></p>
<p>By: </p> <p style="padding-left: 100px;"><i>(Signature)</i></p>	<p>By: </p> <p style="padding-left: 100px;"><i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: Joseph B. Nowak</p> <p style="padding-left: 40px;"><i>(Printed or typed)</i></p>	<p>Name: Philip J. Monasch</p> <p style="padding-left: 40px;"><i>(Printed or typed)</i></p>
<p>Title: President</p>	<p>Title: Attorney-in-Fact</p>
<p>Attest: </p> <p style="padding-left: 100px;"><i>(Signature)</i></p>	<p>Attest: </p> <p style="padding-left: 100px;"><i>(Signature)</i></p>
<p>Name: Lorrie Richardson</p> <p style="padding-left: 40px;"><i>(Printed or typed)</i></p>	<p>Name: Karl Flemke</p> <p style="padding-left: 40px;"><i>(Printed or typed)</i></p>
<p>Title: Contract Administrator</p>	<p>Title: Surety Witness</p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Philip J. Monasch

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: Bid Bond
Principal: Nowak Construction Co., Inc.
Obligee: City of Marysville, Kansas

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

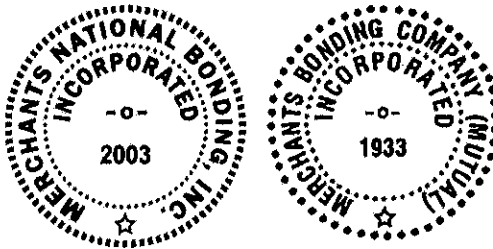
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of November, 2023.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of November, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

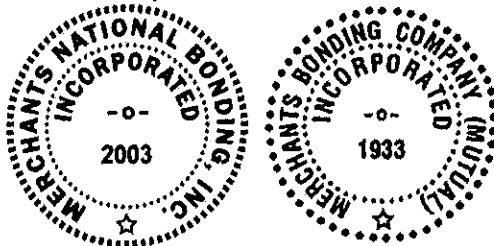


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of November, 2023.



William Warner Jr.
Secretary

To: City Council

Re: Sewer Main Replacements

Jadwin Construction is in town and is finishing the flush tank project punch list. They are currently waiting on their boring machine which is at another project. It will be about 2 weeks before they can start boring the waterline project on 8th and Elm. While they are in town and waiting, we had a private sewer collapse. We have had this happen in 4 places in recent years. Jadwin offered to complete some or all of those projects. If the Council wants to do all the projects, he would reduce the mobilization by \$15,000 or \$2,000 to \$5,000 per project depending on which project we choose.

I have attached his bids.

Cindy Holle

City Clerk

Proposal Includes:

Mobilization, saw cutting, pavement removal, 8-inch gravity sewer main, sanitary service connections, remove and replace concrete & asphalt pavement, traffic control, pipe bedding and rock excavation. The above scope complies with the City of Marysville Kansas, KDOT Desing Criteria & Technical Specifications and Project Specifications, 95% compaction.

Proposal Excludes:

Bonds, permits, permit fees, soil testing, material testing, connection fees, inspection fees, application fees, video documentation, soil remediation, hazardous material removal, removal & replacement of irrigation lines, relocation of water services.

We hereby propose to furnish equipment, labor, complete in accordance with above specifications, with payment to be made as follows: Net 30 Days. All material is guaranteed to be as specified. All work to be completed in a workmanlike manor according to the standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over the above estimate. All agreements are contingent upon strikes, accidents, or delays beyond Jadwin Construction & Development LLC's control. Jadwin Construction & Development LLC is a fully insure UNION contractor, and its employees are fully covered by worker's compensation insurance. Should it be necessary for Jadwin Construction & Development LLC to employ an attorney to institute suit to enforce any of the provisions of this contract, or to protect its interest in any manner arising under this Agreement, Jadwin Construction & Development LLC shall be entitled to recover its reasonable attorney's fees, cost, charges and expenses. In addition to reasonable attorneys' fees, should payment not be made when due, interest at a rate of eighteen percent (18%) per annum shall accrue on the unpaid balance, and principal amount of the invoice. Any unpaid principal balance shall continue to accrue interest and attorney's fees until all are paid in full.

ACCEPTANCE OF PROPOSAL: The above prices and conditions are satisfactory and are hereby accepted. Jadwin Construction & Development LLC are authorized to do the work as specified. Payment(s) will be made as outlined above.

_____ Date: _____
Authorized Signature

Note: All prices are guaranteed for 30 days. Adjustment will apply if accepted after the date of this proposal.

Thank you for the opportunity to quote this project.

Cory Jadwin

Cory Jadwin
General Manager, Member

NOTE: Sales Tax and Bond is not include in this Estimate. Add 3% to totals if bond is required.

REAL ESTATE SALES CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between Kathryn E. Blecharczyk, a single person, by her conservators Robert Tober and/or Connie Tober, referred to as "Seller," and the City of Marysville, Kansas, a Kansas municipality, hereinafter referred to as "Buyer."

WITNESSETH, that Seller hereby agrees to sell and convey, by a good and sufficient Warranty Deed to the Buyer, in the manner and form directed by Buyer; and Buyer agrees to purchase all of the following described real estate, including two row-type buildings and appurtenances thereto, to wit:

The South 50 feet of Lots 1 and 2, in Block 18, Marysville Proper, City of Marysville, Marshall County, Kansas; (Street address: 105 South 4th Street, Marysville, KS)

Except and subject to: Easements, restriction, and rights-of-way, both visible and of record.

1. **PRICE:** Buyer agrees to pay Seller and Seller agrees to accept as total consideration for the purchase and sale of said Property the total sum of Forty-Two Thousand Six Hundred Dollars (\$42,600.00), hereinafter referred to as the "Purchase Price". The Purchase Price shall be paid as follows:

- (a) No down payment or earnest money shall be required.
- (b) The payment of Forty-Two Thousand Six Hundred Dollars (\$42,600.00), plus and minus the adjustments required under this contract, shall be paid at closing.

2. **MARKETABLE TITLE:** Seller shall convey title to said real estate by a general warranty deed free of all encumbrances, except easements and restrictions of record and subject to applicable zoning ordinances. Seller acknowledges that there is a Lis Pendens Lien on the real estate by virtue of the lawsuit filed by the Cambridge Place. Seller acknowledges that such lien must be paid off at closing.

The Parties agree that the Buyer shall be furnished an Owner's Policy of Title Insurance to said real estate showing marketable or insurable record title. Said title insurance commitment shall be delivered to the Buyer or the attorney designated by Buyer for examination. If any defects in the title are present, Seller shall have a reasonable time to correct said defects.

Buyer shall be responsible for the cost of an Owner's Policy of Title Insurance. Any additional title insurance coverage that may be required by Buyer shall also be borne entirely by Buyer.

This contract is not contingent upon a survey being performed. Seller is not responsible for providing or paying for a survey, marking boundaries, or fencing unless otherwise noted.

3. **TAXES:** Taxes for 2022 and all prior years shall be paid by Seller. Property taxes for the year 2023 shall be pro-rated between the parties as of the date of closing based upon the prior year's taxes. The taxes for all subsequent years shall be the responsibility of the Buyer.

4. **CLOSING AND POSSESSION:** Closing on the above-described real estate shall not be later than **December 31, 2023**, unless extended by mutual agreement of the parties. Closing of the real estate transaction shall be held at the Law Offices of Bolton and McNish, LLC, 916 Broadway, Marysville, Kansas 66508, ph. #785-562-5388, fax 785-562-2124, email jmcnish@bluevalley.net.

5. **CONDITION OF PREMISES:** Buyer acknowledges that Buyer has made such inspections as Buyer has deemed necessary or prudent; that Buyer is fully aware of the condition of the subject property and that Buyer accepts the subject property in its pre-existing condition, "AS IS" and "WHERE IS," subject to all zoning ordinances and other codes and regulations imposed by the applicable governmental authority. Buyer further accepts the above-described premises in its present existing condition without warranty of fitness of purpose or habitability or any other guarantee by Seller or Seller's agents, unless the same is expressly set forth in this contract.

By signing this agreement, Buyer acknowledges that neither Seller nor any of Seller's agents involved in this transaction are experts at detecting or fixing environmental hazards or conditions. Buyer further acknowledges that no important representations concerning the condition of the property are being relied upon by the Buyer except as disclosed herein. After closing of the transaction, Buyer assumes all responsibility for detecting or fixing environmental hazards or conditions.

6. **INSURANCE ON IMPROVEMENTS:** Seller shall maintain current insurance on subject premises until the transaction is closed. In the event there is substantial loss or damage by fire or otherwise to the improvements now existing on the premises, between the date hereof and the date Buyer takes possession of the premises, either under the terms of this agreement or by the acceptance of a deed (whichever is earlier), the Buyer shall have the privilege of rescinding this contract and having all payments made hereunder returned to Buyer or of exercising this option and completing the purchase, as herein provided, in which case the Buyer shall receive the insurance proceeds up to the amount of the purchase price.

On and after the date Buyer takes possession, loss, or damage by fire, or otherwise, to the improvements shall be at the risk of Buyer. Until final closing, Seller will be responsible for normal maintenance, and the dwelling and the property will be maintained in its current condition.

7. **ESCROW:** Seller and Buyer agree that Bolton & McNish LLC will act as Escrow Agent for this transaction. The Escrow Agent is hereby advised to hold the Warranty Deed in Escrow until closing; at which time the Deed will be delivered to Buyer.

The Escrow Agent is directed to pay all expenses incurred in connection with the sale of the above-described real estate. Buyer shall be responsible for the document and deed preparation and for escrow/settlement services. In addition, Buyer shall be responsible for the fees to record the deed in the Register of Deeds Office.

Any legal fees incurred by Seller shall be at the Seller expense and shall be paid outside of this contract by the Seller. The parties will be required to furnish the escrow agent their social security numbers or tax identification numbers in compliance with the IRS tax code. The escrow agent will be responsible for completion and filing of Internal Revenue Service Form 1099-S required to report the sale or exchange of real estate.

8. RELEASE OF INFORMATION TO ESCROW. Seller authorizes the Escrow Agent to receive any mortgage and loan information relative to the above referenced property, specifically directing the lending institution to provide any mortgage pay-off amounts upon request of the Escrow Agent.

Buyer authorizes the Escrow Agent to receive any mortgage and loan information relative to the above referenced property and to release to the bank or lending institution which is financing the purchase a copy of this agreement, the deed, a closing statement, and any other documents or information regarding this sale transaction as may be required for the loan application and the closing of this sale.

9. PERSONAL PROPERTY: No personal property items are specifically included in this agreement. Any personal property items remaining in or about the subject property after closing shall become the property of Buyer. Buyer shall then have the authority to dispose of any remaining property in a manner deemed appropriate by Buyer.

10. DEFAULT: If Seller is unable to deliver marketable/insurable title, this agreement Buyer may declare this agreement null and void and the agreement shall be of no further force and effect. In the event Buyer fails to make any of the payments or perform any of the covenants contained herein, Seller may declare this agreement null and void and the agreement shall be of no further force and effect.

11. TIME IS OF THE ESSENCE: The parties agree that this agreement constitutes the entire agreement and that there are no unwritten, oral or implied promises, covenants or warranties. Time is of the essence of this agreement and all payments shall be made promptly and in accordance with the terms hereof and 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.

12. NO REALTOR'S SALES COMMISSION: Buyer and Seller acknowledge that no broker or real estate agent has been retained by either of them and that no real estate commission is or will be owed to any third party in connection with the sale and purchase of the subject property

13. KANSAS DISCLOSURES: The following disclosures are provided:

LEAD-BASED PAINT WARNING: Buyer hereby acknowledges receipt of the U.S. Department of Housing and Urban Development's notice regarding lead-based paint as outlined in the "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" as well as the pamphlet published by the United States Environmental Protection Agency entitled "Protect Your Family From Lead in Your Home." Seller and Buyer acknowledge that lead-based paint may have been used on the premises. Buyer, having reviewed the information identified herein and being duly informed, accepts the property in its existing condition and waives any inspection.

RADON GAS WARNING: Every buyer of real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading

cause of lung cancer in non-smokers and the second leading cause overall. The Kansas department of health and environment recommends that all home-buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by radon mitigation technician. For additional information, go to www.kansasradonprogram.org.

NOTICE OF CRIMINAL OFFENDER REGISTRY: Kansas law requires persons who are convicted of certain crimes, including sexually violent crimes, to register with the sheriff of the county in which such offender resides. If you, as the Buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

14. APPROPRIATION REQUIREMENTS; APPROVAL BY GOVERNING BODY OF THE CITY OF MARYSVILLE. Seller acknowledges that Buyer is a municipality subject to constitutional and statutory requirements and subject to K.S.A. 10-1101 *et seq.* Further, it is understood that this Agreement must be approved by the governing body of the City of Marysville to authorize the Mayor to execute this Agreement on behalf of the City of Marysville. In the event sufficient funds are not appropriated for the payment under this Agreement and Buyer has no funds legally available from other sources, then Buyer may terminate this Agreement and Buyer shall not be obligated to make payment. If this Agreement is terminated under this sub-part, Buyer agrees, at Buyer's cost and expense, to deliver the real estate peaceably to Seller. Notwithstanding anything in this agreement to the contrary, the provisions of this sub-part shall survive termination of this Agreement.

15. COUNTERPARTS. This agreement and related documents (excepting the warranty deed of conveyance) may be executed and delivered (including by facsimile transmission) in one or more counterparts, each of which shall be deemed an original but all together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Buyer have hereunto set their hands the day and year first above written.

SELLER:

BUYER:

City of Marysville, Kansas

Kathryn E. Blecharczyk by Connie Tober
And/or Robert Tober as Conservators

Date

By:

Jason Barnes, Mayor

Date

Attest:

Lucinda Holle, Clerk

ACCEPTANCE BY ESCROW AGENT

The undersigned hereby accepts the appointment of Escrow Agent in the above transaction as set out above and acknowledges receipt of the following:

- _____ 1. Original contract executed by the parties;
- _____ 2. Original Warranty Deed;
- _____ 3. Down Payment in the amount of \$ -0-

Dated: _____.

Escrow Agent

**SELLER INFORMATION
PROVIDED FOR ESCROW AGENT USE, ONLY
CONFIDENTIAL**

.....

Seller's Name: Kathryn E. Blecharczyk

Seller's address: _____

Phone: _____

Seller's Soc. Sec. No.: _____

Name of Sellers' Mortgage company, if applicable _____

Sellers' loan/account # _____ Mortgage company phone # _____

Address of Property being sold: 105 South 4th Street
Marysville, KS 66508

**BUYER INFORMATION
PROVIDED FOR ESCROW AGENT USE, ONLY
CONFIDENTIAL**

Buyer's Name: City of Marysville, Kansas

Buyers' Address: 209 N. 8th Street
Marysville, KS 66508

FEIN: _____

Buyers' telephone #: 785-562-5331

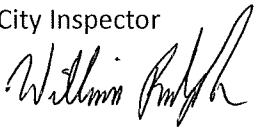
CHECKLIST FOR 406 JENKINS

November 9, 2023

- Roof on the gazebo needs fixed.
 - The gazebo has been removed.
- The House needs painted.
 - Nothing has been painted.
- The front deck is rotten and unsafe to walk on.
 - They have started working on fixing the deck. There was more boards that were rotten than they believed. They are approximately half done.
- There are windows missing.
 - The glass is sitting there to be put in but the window is still out on the back porch.
 - The windows to the basement have been fixed.
 - The screen door has been installed.
- There is a large tree branch on the roof.
 - The limb has been removed from the roof. It put a dent in the metal roof but did not make a hole.
- The report of the code enforcement officer showed that the subject premises is not being maintained and constitutes a blighting influence of the neighborhood and that the subject premises are dangerous or injurious to the health, safety or morals of any potential occupants of such dwelling or other resident of the municipality and/or which have and adverse impact on properties in the area.
 - All of the brush in the back yard was loaded up and taken to the brush dump.

William Ralph

City Inspector



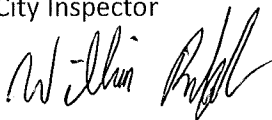
CHECKLIST FOR 205 CALHOUN

NOVEMBER 9, 2023

- The roof needed replaced.
 - He has the front porch torn off and half of it is sheeted. He is probably a third of the way done with the roof.
- Substantial portions of the fascia and soffits are rotted.
 - He has replaced the fascia on the front porch. The soffits on the porch have not been done.
 - There is 3- 6' areas of fascia on the main house that needs fixed
- The back deck is rotten and unsafe to walk on.
 - The rotten boards have been removed and he has started replacing them. He is about half way to having a solid frame for the deck. He still needs to replace the decking.
- The report of the code enforcement officer showed that the subject premises is not being maintained and constitutes a blighting influence of the neighborhood and that the subject premises are dangerous or injurious to the health, safety or morals of any potential occupants of such dwelling or other resident of the municipality and/or which have and adverse impact on properties in the area.
 - All brush has been removed from the yard.
 - He has some lumber in the back yard that is stacked up that he is using to repair the deck.
 - Most of the metal that was in the yard is in the dumpster to be hauled off. He still has quite a few bikes.

William Ralph

City Inspector



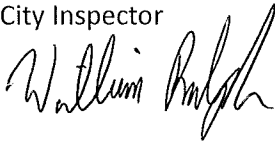
CHECKLIST FOR 819 PONY EXPRESS HIGHWAY

NOVEMBER 9, 2023

- The roof on the of the building is missing.
 - There is a contractor out there working on this. They were replacing the rafters on it today and thought they would get the sheeting on and tar paper on. They wanted to tear off all the shingles on that side tomorrow and start putting them on this section.
- The interior of the middle of the motel has extensive water damage.
 - They have removed four twenty yard dumpsters worth of debris and will start cleanup and rebuilding when the roof is finished. They took possession of this property between October 26 and November 1.
- The interior has mold.
 - They are planning on soda blasting the whole interior to get rid of the mold. They will then treat it to kill the mold spores.

William Ralph

City Inspector

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

(First Published in the Marysville Advocate on November 16, 2023)

RESOLUTION NO. 2023-61

A RESOLUTION FINDING THAT THE STRUCTURES SITUATED ON LOT 8, IN BLOCK 22, IN PALMETTO, IN THE CITY OF MARYSVILLE, MARSHALL COUNTY, KANSAS (STREET ADDRESS: 502 JENKINS STREET, MARYSVILLE, KANSAS 66508) IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURES BE REMOVED AND THE PREMISES MADE SAFE AND SECURE.

Whereas, the enforcing officer of the City of Marysville, Kansas, filed with the governing body of said city a statement in writing that a certain structure, hereinabove described, is unsafe and dangerous and constituted a blighting influence on the neighborhood.

Whereas, the governing body did by Resolution No. 2023-24, published in the Marysville Advocate fixing the time and place of a hearing at which the owner, its agent, lienholders, any occupants and all other interested parties of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law;

Whereas, said Resolution was published in the Marysville Advocate, the official city newspaper, and notice thereof was served upon all persons entitled thereto as provided by law.

Whereas, the hearing was held on July 24, 2023, and extended to November 8, 2023.

Whereas, on November 13, 2023, the governing body conducted a hearing on said Resolution and took evidence on the condition of the subject premises. After reviewing the evidence from all interested parties, including from the owner and from the code enforcement officer, the City Council found that: (a) The concrete porch floor is severely cracked and is pulling away from the house; (b) Front door has sections missing from the door frame; (c) Trim missing on east door; (d) Multiple pieces of siding missing or broken, sheathing behind the missing siding is also broken; (e) soffits and fascia rotten and needs to be painted; (f) electrical wires not rated for outdoors used on outside of house; (g) glass missing in west window.(h) siding bulging near the bottom of the house near foundation; these constitutes a blighting influence of the neighborhood and that the subject premises are dangerous or injurious to the health, safety or morals of any potential occupants of such dwelling or other residents of the municipality and/or which have an adverse impact on properties in the area.

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

1. The governing body of the City of Marysville, Kansas, found that pursuant to K.S.A. 12-1750 et seq., the subject premises are unsafe, dangerous, and otherwise a blight upon the neighborhood and that the governing body should proceed with

condemnation proceedings. Accordingly, the governing body directs that such subject structures, including any scattered debris and trash, shall be removed and the premises made safe and secure.

2. The owner is directed to commence the removal of the subject premises and to have said removal completed by December 14, 2023, or otherwise repaired and rehabilitated by removing all structural defects, health, and safety hazards. Provided, that upon due application by the owner and for good cause shown, the governing body, in its sole discretion, may grant the owner additional time to complete the removal of the property or grant the owner time in which to rehabilitate the subject premises.

3. The owner is entitled to appeal in accordance with the applicable Kansas statutes to the District Court of Marshall County, Kansas within 30 days after service of the resolution upon the owner.

BE IT FURTHER RESOLVED, that if the owner fails to commence and complete the removal of the structures or otherwise complete the rehabilitation of the subject premises within the time provided herein or fails to diligently prosecute the same, the governing body may take such further action as it deems necessary to abate the condition of the structure by razing and removing such structures in violation.

BE IT FURTHER RESOLVED that the City Clerk shall cause this resolution to be published one time in the official city paper. A copy of this resolution shall be served by the City Clerk upon the owners in one of the following ways: (a) personal service upon the person in violation or (b) service by restricted delivery mail, postage prepaid, return receipt requested.

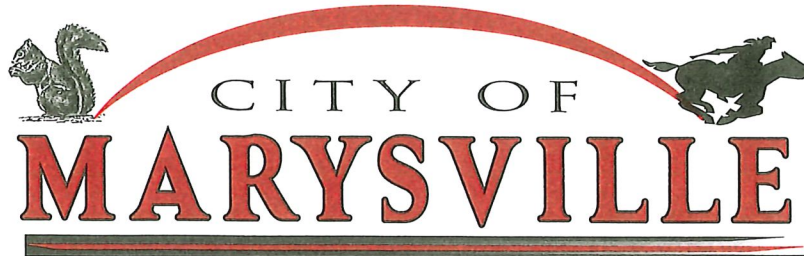
Adopted on this 13th day of November 2023.

(SEAL)

Jason Barnes, Mayor

ATTEST:

Lucinda Holle, City Clerk



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

TO: Governing Body

FROM: William Ralph
City Inspector

DATE: May 31, 2023

LOCATION: 502 Jenkins

RE: Unsafe/Dangerous Structure

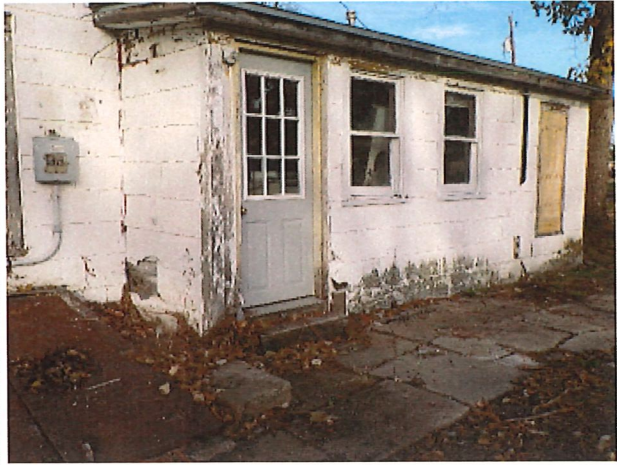
The front porch on this house is starting to come off. The concrete floor of the porch is all cracked and is starting to slope away from the house worse. This is allowing the front side of the roof to sag down which is pulling the top side of the roof away from the building. Also on the front porch, the frame of the door on the handle side has sections missing. This allows a area at the bottom where mice can come in. The top piece of trim on the east door is missing. There is also multiple places around this house where the siding is broken or missing. In some of these places the sheeting behind the siding is broken allowing insects and bugs in. The soffits and fascia has places that are rotten and all of it needs to be painted. There are electrical wires that are not rated for outdoor use running under the soffit on the east and north side. Most of the windows in this house have excessive peeling paint and there is one on the west that has glass missing. Also on the west side, the siding is bulging out at the bottom. This looks like possibly the foundation on this side is starting to give.

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

Update. They built a wood deck over the concrete on the front porch. They also replaced the posts holding the front porch roof up. it looks like they also jacked the front porch roof back up some. They still have siding that needs to be fixed on this house. The windows that were broke have been replaced and the bulge in the siding on the west side is fixed. This ended up being that the sill plate and part of the rim joist had rotted out. They jacked up the floor and replaced this and solved the problem. The wiring has been removed on the outside of the building. They have a electrician coming to install a new breaker box in the house. After the siding gets fixed they are planning on painting the house. They have ordered a new front door.

William Ralph
City Inspector

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



(First Published in the Marysville Advocate on November 16, 2023)

RESOLUTION NO. 2023-62

A RESOLUTION FINDING THAT THE STRUCTURES SITUATED ON LOT 7, IN BLOCK 22, IN PALMETTO, IN THE CITY OF MARYSVILLE, MARSHALL COUNTY, KANSAS (STREET ADDRESS: 500 JENKINS STREET, MARYSVILLE, KANSAS 66508) IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURES BE REMOVED AND THE PREMISES MADE SAFE AND SECURE.

Whereas, the enforcing officer of the City of Marysville, Kansas, filed with the governing body of said city a statement in writing that a certain structure, hereinabove described, is unsafe and dangerous and constituted a blighting influence on the neighborhood.

Whereas, the governing body did by Resolution No. 2023-23, published in the Marysville Advocate fixing the time and place of a hearing at which the owner, its agent, lienholders, any occupants and all other interested parties of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law;

Whereas, said Resolution was published in the Marysville Advocate, the official city newspaper, and notice thereof was served upon all persons entitled thereto as provided by law.

Whereas, the hearing was held on July 24, 2023, and extended to November 8, 2023.

Whereas, on November 13, 2023, the governing body conducted a hearing on said Resolution and took evidence on the condition of the subject premises. After reviewing the evidence from all interested parties, including from the owner and from the code enforcement officer, the City Council found that: (a) Porch roof is falling off; (b) Roof has holes; (c) Windows are broken; (d) Rotted portions of siding missing; (e) Back door has holes in it; (f) Paint is peeling all around the house; (g) Foundation damage on the west side; these issues constitutes a blighting influence of the neighborhood and that the subject premises are dangerous or injurious to the health, safety or morals of any potential occupants of such dwelling or other residents of the municipality and/or which have an adverse impact on properties in the area;

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

1. The governing body of the City of Marysville, Kansas, found that pursuant to K.S.A. 12-1750 et seq., the subject premises are unsafe, dangerous, and otherwise a blight upon the neighborhood and that the governing body should proceed with condemnation proceedings. Accordingly, the governing body directs that such subject structures, including any scattered debris and trash, shall be removed and the premises made safe and secure.

2. The owner is directed to commence the removal of the subject premises and to have said removal completed by December 14, 2023, or otherwise repaired and rehabilitated by removing all structural defects, health, and safety hazards. Provided, that upon due application by the owner and for good cause shown, the governing body, in its sole discretion, may grant the owner additional time to complete the removal of the property or grant the owner time in which to rehabilitate the subject premises.

3. The owner is entitled to appeal in accordance with the applicable Kansas statutes to the District Court of Marshall County, Kansas within 30 days after service of the resolution upon the owner.

BE IT FURTHER RESOLVED, that if the owner fails to commence and complete the removal of the structures or otherwise complete the rehabilitation of the subject premises within the time provided herein or fails to diligently prosecute the same, the governing body may take such further action as it deems necessary to abate the condition of the structure by razing and removing such structures in violation.

BE IT FURTHER RESOLVED that the City Clerk shall cause this resolution to be published one time in the official city paper. A copy of this resolution shall be served by the City Clerk upon the owners in one of the following ways: (a) personal service upon the person in violation or (b) service by restricted delivery mail, postage prepaid, return receipt requested.

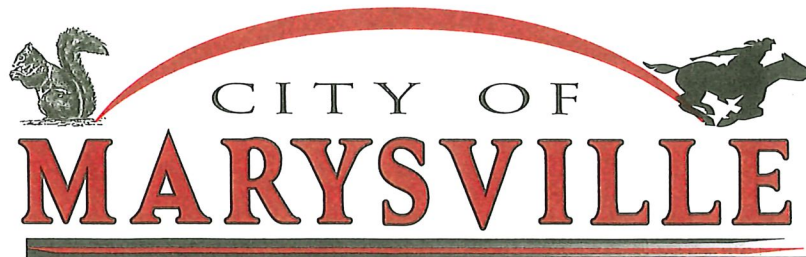
Adopted on this 13th day of November, 2023.

(SEAL)

Jason Barnes, Mayor

ATTEST:

Lucinda Holle, City Clerk



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

TO: Governing Body
FROM: William Ralph
City Inspector
DATE: May 30, 2023
LOCATION: 500 Jenkins
RE: Unsafe/Dangerous Structure

The front porch on this house is falling in. The roof of it is mostly gone. The roof on the house has holes in it in places. The gutter is falling off in multiple places. Windows are broken in a few places around the house. There is rotted portions of siding on all sides of the house. The back porch door has a hole in it that cats or other animals could get through. The paint is peeling on all sides also and there is foundation damage on the west side of the house.

The garage also has a deteriorated roof and the siding is peeling. There are windows knocked out on the garage doors.

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

Update. The only things on this house that are not done is they have not painted the garage. One side is done and they started replacing the glass in the door and painting that side. Where they took the back porch off they still need to patch the siding. The peak area on the front of the house still needs painted and there is still gutter falling off. He does have what looks to be enough newer gutter laying in the yard to replace all of it on the house. The roof is still older but no longer leaks.

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

William Ralph
City Inspector



BALANCE IN FUNDS AS OF OCT 2023

General	758,295.43	Cemetery Endowment	\$ 37,481.62
Water Revenue	483,121.68	Library Revolving	\$ 9,439.33
Sewage Revenue	499,839.49	Library	\$ 1,992.18
Street & Highway	130,411.17	Library Employee Benefit	\$ 1,380.45
Airport Revolving	307,756.30	Swimming Pool Sales Tax	\$1,245,609.49
Sewer Replacement	780,507.04	Special Law Enforcement	\$ 10,359.15
Bond & Interest	742.85	Special Parks & Recreation	\$ 50,924.55
Bond & Interest #1	104,649.63	Koester Block Maintenance	\$ 17,211.09
Bond & Interest #1A	41,776.18	Employee Benefit	\$ 204,957.07
Special Improvements	8,693.50	Transient Guest Tax	\$ 205,830.50
Industrial	200,103.39	Mun. Equip Reserve	\$ 361,586.24
Economic Development	43,398.70	Capital Improvements	\$ 38,205.72
Fire Equipment Reserve	318,555.09	Sales Tax Improvements Fund	\$1,229,885.06
Fire Insurance Proceeds	-	Water Utility Reserve	\$ 520,975.90
			\$ 7,613,688.80

Bonds of City Outstanding	\$ 860,000.00
Revolving Loans	\$ 346,153.66
Water Collection - Oct	\$ 87,707.51
Sewage Collection - Oct	\$ 64,488.19
Investment of Idle Funds	\$ 1,673,481.00
Lease Purchase - Vac Truck	\$ 285,861.72
Lease Purchase - Fire Station / Lights	\$ 515,485.67

Outstanding		Collections			
Collections:	State Set Off	Bureau(CBK)	Outstandings	Total	
Water/Sewer	\$ 56,774.80	\$ 6,244.97	\$ 1,800.28	\$ 64,820.05	
Municipal Court	\$ 5,392.05	\$ 25,257.77	\$ 42,702.94	\$ 73,352.76	10 Yr Total

Respectively Submitted,

 CINDY HOLLE
 City Clerk

CITY CLERK'S FINANCIAL REPORT
 FOR OCT 2023
 RECEIPTS:

OCT	2 KOESTER MUSEUM	KOESTER MUSEUM ADM 8/23/23 TO 10/1/23	\$	195.00
	2 SHANE PADGET	IMPOUND FEE & 2023 DOG TAG 224, 225	\$	130.00
	2 SOUTH HILL POTTERY	OCT RENT - 911 BROADWAY	\$	200.00
	2 MOTIVATED RENOVATIONS	2023 CONT LICENSE & BLDG PERMIT 2192	\$	187.50
	2 KINSLEY MORTUARY	INVOICE 4632	\$	775.00
	2 BLUE SKY	ELEC INSPC INVOICE 4633	\$	30.00
	2 WALMART	GRANT FOR CHRISTMAS GIFTS TO CHILDREN	\$	2,000.00
	2 NICOLE WASSENBERG	WATER CONN FEE - 819 PX HWY	\$	250.00
	3 DEXTER SPITSNOGLE	METER FIX - INV 4634	\$	227.50
	4 ROBIN MOSBURG	WATER CONN FEE - 1209 CALHOUN	\$	100.00
	5 MAIN DISH	OCT RENT - 913 BROADWAY & LATE FEE INV 4626	\$	210.00
	6 PARK DONATIONS	PARK DONATIONS	\$	130.00
	6 JD CONSTRUCTION	BLDG PERMIT - 2193 -- 1509 SPRING	\$	240.00
	6 JAMIE ROSE	BLDG PERMIT - 2194 -- 702 JENKINS	\$	25.00
	9 PACHA CONST	BLDG PERMIT - 2195 -- 1207 OTOE	\$	25.00
	9 DIANE PALMER	DOG TAG - 226	\$	15.00
	9 SCOTT DEVAL	BLDG PERMIT - 2196 -- 500 SPRING	\$	43.20
	10 US ENGINEERING	GAS INSP - INV 4628	\$	30.00
	10 HALL BROS	2024 CONT LICENSE RENEWAL	\$	75.00
	10 MARAE ZIMMERMAN	AUG,SEPT, OCT RENT - 905 BROADWAY, LATE FE	\$	1,242.75
	10 SMITTY'S CCAM2 NATIONWIDE	LITIGATION CASE #420-MD-02936-SRB	\$	0.98
	12 LOGAN WILKINSON	WATER CONN FEE - 406 S 6TH	\$	100.00
	12 MARYSVUILLE USD 364	INVOICE 4637 - COLD MIX	\$	188.00
	13 TROY SEDLACEK	2024 CONT LICENSE RENEWAL	\$	75.00
	13 MITCHELL PLBG	2024 ELEC & PLBG LICENSE RENEWAL	\$	150.00
	13 SOUTHARD CORP	2024 CONT LICENSE RENEWAL	\$	75.00
	16 SOUTHWESTERN BELL	SEPT FRANCHISE FEE	\$	218.00
	16 BIO ENVIRONMENTAL	METER PIT INV 4644 - 601 S 17TH	\$	250.00
	16 AHRS	2024 CONT LICENSE RENEWAL	\$	75.00
	16 LARSON CONST	2024 CONT LICENSE RENEWAL	\$	75.00
	16 YOUNG BACKHOE & TRENCHER	2024 PLBG LICENSE RENEWAL	\$	75.00
	16 LANDOLL	2024 ELEC LICENSE RENEWAL	\$	75.00
	16 THERMAL COMFORT AIR	2024 PLBG LICENSE RENEWAL	\$	75.00
	16 NELSON POWER & LIGHT	2024 ELEC LICENSE RENEWAL	\$	75.00
	17 A CUT ABOVE	OCT & NOV RENT - 909 BROADWAY	\$	650.00
	17 CHARLES ELDER	BLDG PERMIT #2197 - 1010 ANN	\$	180.00
	17 MILLER ELECT	2024 ELEC LICENSE RENEWAL	\$	75.00
	18 TRACE HAWKS CONST LLC	2024 CONT LICENSE RENEWAL	\$	75.00
	18 DON BRUNA CONST	2024 CONT LICENSE RENEWAL	\$	75.00
	18 SUNFLOWER MEDICAL CLINIC	DONATION - SHOP WITH A COP	\$	500.00
	18 NEMAHA MARSHALL	SEPT FRANCHISE FEE	\$	129.84
	18 SARAH KESSINGER	BLDG PERMIT #2198 - 1104 N 8TH	\$	38.40
	18 C WILKENS CONSTRUCTION	2023 CONT LICENSE #5333	\$	75.00
	19 CAFFREY BROS INC	2024 PLBG LICENSE RENEWAL	\$	75.00
	20 TUFF SHED INC	2024 CONT LICENSE RENEWAL	\$	75.00
	20 KANSAS GAS	SEPT FRANCHISE FEE	\$	4,916.04
	23 PARK DONATIONS	PARK DONATIONS	\$	26.00
	23 KRISTINA SNYDER	WATER CONN FEE - 701 S 15TH	\$	100.00
	23 HOMETOWN LUMBER	2024 CONT LICENSE RENEWAL	\$	75.00
	24 ALL SEASON	2024 ELEC & PLBG LICENSE RENEWAL	\$	150.00
	24 DANKER ROOFING	2024 CONT LICENSE RENEWAL	\$	75.00
	24 MARTIN SERVICE INC	2024 CONT LICENSE RENEWAL	\$	75.00
	24 A CUT ABOVE	LATE FEE FOR OCT RENT 909 BROADWAY	\$	16.25
	24 AUTOMATIC RAIN SPRINKLER	2024 PLBG LICENSE RENEWAL	\$	75.00
	24 BLUE VALLEY DOOR CO	2024 CONT LICENSE RENEWAL	\$	75.00
	24 KBS	2024 CONT LICENSE RENEWAL	\$	75.00
	24 ROHR THE HANDYMAN	2024 CONT LICENSE RENEWAL	\$	75.00

24 BORDER TO BORDER	2024 CONT LICENSE RENEWAL	\$ 75.00
24 OEHM PLBG & HTG	2024 PLBG LICENSE RENEWAL	\$ 75.00
24 ADAMS PLBG & HTG	2024 ELEC & PLBG LICENSE RENEWAL	\$ 150.00
25 BEANNA RAULSTON	YARD CLEANUP 1110 MAY INV 4636	\$ 560.00
25 B & W ELEC	2024 PLBG & ELEC LICENSE RENEWAL	\$ 150.00
25 J & S COATINGS	2024 CONT LICENSE RENEWAL	\$ 75.00
25 ORVAL JUENEMAN DOZER SER	2024 CONT LICENSE RENEWAL	\$ 75.00
26 TRE INC DBA H&R BLOCK	NOV RENT 907 BROADWAY	\$ 400.00
27 D ROCHE FENCING	2024 CONT LICENSE RENEWAL	\$ 75.00
27 ALLENS ELEC	2024 CONT LICENSE RENEWAL	\$ 75.00
27 AARON HAZLET	WATER CONN FEE - 411 N 14TH	\$ 100.00
27 SEMPER FI ELEC	2024 ELEC LICENSE RENEWAL	\$ 75.00
30 EVERGY	SEPT FRANCHISE FEE	\$ 34,390.38
30 SKYLAR PIEPHO	WATER CONN FEE - 1400 ALSTON	\$ 10.00
30 MIDWEST PRODUCTS LLC	2024 CONT LICENSE RENEWAL	\$ 75.00
30 INLINE	2024 CONT LICENSE RENEWAL	\$ 75.00
30 P[AIGE HOWARD	WATER CONN FEE - 1409 ANN	\$ 100.00
30 KOESTER MUSEUM	ADMISSION - 10/2 THRU 10/29	\$ 140.00
31 INLINE	2024 PLBG LICENSE RENEWAL	\$ 75.00
		<u>\$ 52,069.84</u>

DEPOSITED IN CITIZENS STATE BANK FOR
ACCOUNT OF CITY TREASURER

General Fund	\$ 47,625.09
Water Revenue Fund	\$ 1,237.50
Koester Block Maintenance Fund	\$ 3,051.25
Sewer Rev	\$ -
Pool	\$ -
Special Law	\$ -
Transient Guest Tax	\$ -
Airport Revolving	\$ -
Special Parks	\$ 156.00
	<u>\$ 52,069.84</u>

**ADJUSTED STATEMENT OF REVENUES
AND
BUDGET APPROPRIATIONS
AS OF OCTOBER 31, 2023**

FUND	BUDGETED	REC'D TO DATE	BUDGET BALANCE	PERCENT RECEIVED
GENERAL:				
TAX DISTRIBUTIONS	1,737,024	1,738,411	1,387	100%
ASSESSMENTS (weed/st)	2,500	4,528	2,028	181%
INTEREST	2,200	13,045	10,845	593%
FRANCHISE FEES	443,000	433,609	(9,391)	98%
LICENSES	12,050	11,220	(830)	93%
PERMITS	10,395	13,609	3,214	131%
GRANTS	5,000	187,377	182,377	3748%
HIGHWAY MAINTENANCE	12,000	14,030	2,030	117%
RURAL FIRES	45,000	57,152	12,152	127%
BURIAL ORDERS	10,000	11,825	1,825	118%
CEMETERY DEEDS	1,000	2,400	1,400	240%
MUNICIPAL COURT	35,000	42,095	7,095	120%
IMPOUNDING FEES	1,000	1,008	8	101%
CONTRACT/RENDS	2,500	817	(1,683)	33%
GIFTS-DONATIONS	400	7,963	7,563	1991%
REIMBURSEMENTS	5,000	2,997	(2,003)	60%
INSURANCE/MISC/OPIOD	25,000	77,630	52,630	311%
TRANSFERS	499,000	418,334	(80,666)	84%
TOTAL	<u>2,848,069</u>	<u>3,038,049</u>	<u>189,980</u>	<u>107%</u>

2022 CASH CARRYOVER	372,777
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WATER REVENUE:

WATER SALES	840,000	724,797	(115,203)	86%
INSTALL CHARGES/RECONNEC	33,500	24,781	(8,719)	74%
PENALTIES	6,800	6,400	(400)	94%
SALES TAX	12,000	12,908	908	108%
INTEREST	4,000	4,280	280	107%
MISCELLANEOUS	5,000	213	(4,787)	4%
TOTAL	<u>901,300</u>	<u>773,380</u>	<u>(127,920)</u>	<u>86%</u>

2022 CASH CARRYOVER	392,849
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SEWAGE REVENUE:

SEWAGE CHARGES	753,000	629,255	(123,745)	84%
PERMITS	2,500	1,360	(1,140)	54%
PENALTIES/ASSESSMENTS	9,608	9,614	6	100%
INTEREST	4,000	4,847	847	121%
REIMBURSED EXPENSE	100	10	(90)	10%
ASSESSMENTS	1,000	700	(300)	70%
TOTAL	<u>770,208</u>	<u>645,786</u>	<u>(124,422)</u>	<u>84%</u>

2022 CASH CARRYOVER	619,839
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**ADJUSTED STATEMENT OF EXPENDITURES
AND
BUDGET APPROPRIATIONS
AS OF OCTOBER 31, 2023**

FUND	BUDGET APPROPRIATION	EXPENDITURES TO DATE	BUDGET BALANCE	PERCENT EXPENDED
GENERAL:				
ADMINISTRATION	518,360	446,992	71,368	86%
POLICE	771,172	672,771	98,401	87%
MUNICIPAL COURT	77,800	52,288	25,512	67%
FIRE	152,526	106,426	46,100	70%
STREET	627,378	584,085	43,293	93%
PARKS	240,398	154,841	85,557	64%
RECREATION	109,710	105,293	4,417	96%
CEMETERY	223,151	164,651	58,500	74%
TRAFFIC CONTROL	46,000	32,370	13,630	70%
HEALTH & SAN.	181,900	164,466	17,434	90%
STREET LIGHTING	80,800	58,160	22,640	72%
FORESTRY	2,150	350	1,800	16%
AIRPORT	19,900	11,389	8,511	57%
TRANSFERS	75,000	67,834	7,166	90%
ART CENTER/MAIN STREET	17,200	12,766	4,435	74%
GRANTS/GIFTS	8,500	182,591	(174,091)	2148%
TORT LIABILITY	68,000	15,922	52,078	23%
NOXIOUS WEED	900	558	342	62%
TOTAL	3,220,845	2,833,750	334,674	88%
WATER REVENUE:				
PRODUCTION	203,675	78,312	125,363	38%
T & D	682,499	328,824	353,675	48%
COMMERCIAL & GENERAL	120,975	73,299	47,676	61%
NON-OP. EXPENSE+TORT	26,000	18,472	7,528	71%
TRANSFER TO B&I #1	159,000	132,500	26,500	83%
TRANSFER TO W. UTIL. RES	60,000	50,000	10,000	83%
TRANSFER TO GENERAL	42,000	35,000	7,000	83%
TOTAL	1,294,149	716,407	577,742	55%
SEWAGE REVENUE:				
COMMERCIAL & GENERAL	69,547	52,241	17,306	75%
COLLECTIONS	633,555	381,882	251,673	60%
PROCESSING	540,566	45,433	495,133	8%
TRANSFER TO SEW REPL.	50,000	41,670	8,330	83%
TRANSFER TO B&I #1 A	49,379	41,150	8,229	83%
TRANSFER TO GENERAL	42,000	35,000	7,000	83%
NON-OP TORT	5,000	1,000	0	20%
NON-OP GEN/ADMIN	0	0	0	0%
TOTAL	1,390,047	598,376	787,671	43%

10/31/2023

Receipts Report for the period 10/01/2023 to 10/31/2023

Page 1

Date	Case #	Name	NSF Receipt #	Pay Type	Reference #	Received By	Total Paid
10/01/2023	22CR13950	Clark *, Joshura T	<input type="checkbox"/> 6000	Cash		Ruth	\$100.00
		Restitution	\$100.00				
					Totals for 10/01/2023:		\$100.00
10/02/2023	23TR15037	Douglas, Taylor R	<input type="checkbox"/> 6001	Cash		Ruth	\$200.00
		JBEF	\$1.00		LETC		\$22.50
		Municipal Court Fees	\$76.50		Fines		\$100.00
	21TR13794	Shepardson, Karl M	<input type="checkbox"/> 6002	Cash		Ruth	\$35.00
		Fines	\$35.00				
					Totals for 10/02/2023:		\$235.00
10/03/2023	23CR14724	Ackerman, Lavern Municipal Court Fees	<input type="checkbox"/> 6003	Cash		Ruth	\$20.00
			\$20.00				
	22CR14505	Odonnell, Jessica D	<input type="checkbox"/> 6004	Credit Card	78447456	Ruth	\$100.00
		Fines	\$100.00				
	21TR14043	Russell, Tara L	<input type="checkbox"/> 6005	Cash		Ruth	\$60.00
		Defense Attorney Fees	\$60.00				
					Totals for 10/03/2023:		\$180.00
10/04/2023	21TR4308	Fairchild, Uriah L	<input type="checkbox"/> 6009	Credit Card	78460898	Ruth	\$225.00
		Fines	\$100.00		Defense Attorney Fees		\$100.00
		Warrant Fee	\$25.00				
	23TR15053	Henry, Trenton D	<input type="checkbox"/> 6007	Check	1281	Ruth	\$175.00
		JBEF	\$1.00		LETC		\$22.50
		Municipal Court Fees	\$76.50		Fines		\$75.00
	23CR15035	Russell, Tara L	<input type="checkbox"/> 6006	Cash		Ruth	\$45.00
		JBEF	\$1.00		LETC		\$22.50
		Municipal Court Fees	\$21.50				
	23CR15035	Russell, Tara L	<input type="checkbox"/> 6008	Bond Applied	Bond ID = 883	Ruth	\$150.00
		Municipal Court Fees	\$55.00		Fines		\$95.00
					Totals for 10/04/2023:		\$595.00
10/06/2023	22CR13950	Clark *, Joshura T	<input type="checkbox"/> 6010	Cash		Ruth	\$160.00
		Restitution	\$160.00				
	22CR14292	Huls*, Lori A	<input type="checkbox"/> 6011	Cash		Ruth	\$60.00
		Fines	\$60.00				
					Totals for 10/06/2023:		\$220.00
10/16/2023	23CR13971	Evans, Amanda M	<input type="checkbox"/> 6012	Credit Card	78576480	Ruth	\$150.00
		Municipal Court Fees	\$50.00		Defense Attorney Fees		\$100.00
	23CR15036	Musil, Bridget K	<input type="checkbox"/> 6014	Cash		Ruth	\$400.00
		JBEF	\$1.00		LETC		\$22.50
		Municipal Court Fees	\$76.50		Fines		\$300.00
	08TR3226	Tucker, Nina Louise	<input type="checkbox"/> 6013	CBK Collection	68730	Ruth	\$43.96
		Fines	\$43.96				
					Totals for 10/16/2023:		\$593.96

10/31/2023

Receipts Report for the period 10/01/2023 to 10/31/2023

Page 2

Date	Case #	Name	NSF Receipt #	Pay Type	Reference #	Received By	Total Paid
10/18/2023	23TR15504	Granger, Parker S	<input type="checkbox"/> 6015	Bond Applied	Bond ID = 905	Ruth	\$500.00
		JBEF	\$1.00		LETC		\$22.50
		Municipal Court Fees	\$76.50		Fines		\$400.00
10/18/2023	23TR15504	Granger, Parker S	<input type="checkbox"/> 6016	Cash		Ruth	\$450.00
		Fines	\$100.00		DUI Diversion		\$100.00
		Community Corrections	\$250.00				
					Totals for 10/18/2023:		\$950.00
10/19/2023	23CR14673	Montes, Gerson I	<input type="checkbox"/> 6018	Cash		Ruth	\$300.00
		JBEF	\$1.00		LETC		\$22.50
		Municipal Court Fees	\$76.50		Fines		\$100.00
		Restitution	\$100.00				
10/19/2023	23TR15038	Musil, Melissa J	<input type="checkbox"/> 6017	Cash		Ruth	\$200.00
		Fines	\$200.00				
					Totals for 10/19/2023:		\$500.00
10/20/2023	21CR13290	Ackerman*, Shyra L	<input type="checkbox"/> 6019	Cash		Ruth	\$10.00
		Fines	\$10.00				
					Totals for 10/20/2023:		\$10.00
10/24/2023	22CR14505	Odonnell, Jessica D	<input type="checkbox"/> 6020	Cash		Ruth	\$50.00
		Fines	\$50.00				
10/24/2023	23CR13989	Young, Amber R	<input type="checkbox"/> 6021	Cash		Ruth	\$150.00
		Fines	\$150.00				
					Totals for 10/24/2023:		\$200.00
10/27/2023	22TR14487	Oller, Gabriel D	<input type="checkbox"/> 6022	Credit Card	78699662	Ruth	\$3.00
		Traffic Diversion	\$3.00				
					Totals for 10/27/2023:		\$3.00

10/31/2023

Receipts Report for the period 10/01/2023 to 10/31/2023

Page 3

Date	Case #	Name	NSF Receipt #	Pay Type	Reference #	Received By	Total Paid
------	--------	------	---------------	----------	-------------	-------------	------------

State \$391.00 City \$2895.96

Grand Totals by Fee:		Grand Totals by Payment Type:		Grand Total:	\$3,586.96
JBEF	\$6.00	Bond Applied	\$650.00		
LETC	\$135.00	Cash	\$2,240.00		
Municipal Court Fees	\$529.00	CBK Collection	\$43.96		
Fines	\$1,918.96	Check	\$175.00	NSF Adjustment:	\$0.00
ADSAP	\$0.00	Credit Card	\$478.00		
Restitution	\$360.00				
DUI Diversion	\$100.00				
Traffic Diversion	\$3.00				
Bond	\$0.00				
Defense Attorney Fees	\$260.00				
Returned Check Charge	\$0.00				
In State Reinstatement	\$0.00				
Expungement Fee	\$0.00				
KBI Fee	\$0.00				
Community Service	\$0.00				
Warrant Fee	\$25.00				
UA Fee	\$0.00				
UA Lab Fee	\$0.00				
Insufficient Funds	\$0.00				
Criminal Diversion	\$0.00				
JBS Fee	\$0.00				
30 Day Letter Fee	\$0.00				
Community Corrections	\$250.00				
Seatbelt Safety Fund	\$0.00				
Collections	\$0.00				
NJ Sal Adj	\$0.00				
Ks-Setoff	\$0.00				

REPORT AND PAYMENT OF MUNICIPAL COURT REVENUE

A.	REINSTATEMENT FEES	<u>\$0.00</u>
A1.	\$15.00 Fixed Reinstatement Fees	<u>\$0.00</u>
B.	JUDICIAL BRANCH SURCHARGE	<u>\$0.00</u>
C.	JUDICIAL BRANCH EDUCATION FUND	<u>\$6.00</u>
D.	LAW ENFORCEMENT TRAINING CENTER FUND	<u>\$135.00</u>
E.	COMMUNITY CORRECTIONS SUPERVISION FEE FUND (DUI Fine)	<u>\$250.00</u>
F.	HUMAN TRAFFICKING VICTIM ASSISTANCE FUND (Human Trafficking Fine)	<u>\$0.00</u>
G.	SEAT BELT SAFETY FUND	<u>\$0.00</u>
TOTAL REMITTANCE		<u>\$391.00</u>

I hereby certify the above to be a true, complete, and accurate report and payment of municipal court revenue as required to be remitted to the State Treasurer by K.S.A. 8-2110 as amended by 2011 Senate Bill 97; 12-4114, 12-4115 and 12-4116, as amended and Kansas Supreme Court Order 91 SC 1 and 1992 House Bill No. 2832; 12-4117 as amended by 2010 Senate Bill No. 434 and 2012 Senate Bill No. 60, Sec. 1; 2013 Sen Sub. For House Bill No. 2034, K.S.A. 2016 Supp 74-7336 and amendments thereto.

For the Month of October, 2023

Municipal Court of Marysville

Authorized Signature

Ruth Maschner

Date: 10/31/2023

Treasurer's Use Only:

Check# _____

Date _____

Please remit to: **Kansas State Treasurer**
900 SW Jackson
Suite 201
Topeka, KS 66612-1235
785-296-4153

JUDGES REPORT

OCTOBER REPORT	\$ 3586.96
BOND REPORT	\$ 5540.00
RESTITUTION PD -	(\$ 300.00)
TOTAL	\$ 8826.96
CK BOOK TOTAL	\$ 8826.96
TOTAL	\$ 00.00

MUNICIPAL COURT JUDGE

NOVEMBER 13, 2023 -----ORDINANCE NO. 3809

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:		
FUND		
100	GENERAL	\$ 113,263.78
200	WATER REVENUE	24,079.17
300	SEWAGE REVENUE	12,942.29
403	AIRPORT REVOLVING	251,841.94
503	INDUSTRIAL	5,000.00
504	ECONOMIC DEVELOPMENT	5,000.00
512	LIBRARY REVOLVING	6,441.39
513	LIBRARY	982.81
600	SWIM POOL SALES TAX	1,132.49
707	KOESTER BLOCK MAINTENANCE	1,196.59
711	EMPLOYEE BENEFIT	8,445.97
715	TRANSIENT GUEST TAX	1,080.30
800	SALES TAX	<u>58,168.80</u>
	TOTAL ORDINANCE	\$ 489,575.53

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3809 11/13/23

Date: 11/08/2023

Time: 4:28 pm

Page: 1

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ADVANCE INSURANCE COMPANY	997	LIFE INSURANCE PREMIUM-DEC	0	00/00/0000	302.20
				Vendor Total:	302.20
AIR & FIRE SYSTEMS	2482	ANNUAL FIRE EXTINGUISHER TEST & MAINTENANCE	0	00/00/0000	1,523.24
				Vendor Total:	1,523.24
AMERISEAL OF OHIO, INC	2502	AIRPORT-MOBILIZATION&CRACK RPR RUNWAY PJT 3200053015/016/017	51383	11/02/2023	244,191.08 H
				Vendor Total:	244,191.08
B & W ELECTRIC INC	481	GRAVE OPENINGS OCT.-J. ULMER & DON RICHARDSON	0	00/00/0000	600.00
				Vendor Total:	600.00
BLUE VALLEY TECHNOLOGIES	1380	PHONE SERVICE/SYSTEM,INTERNET, &SECURITY	51380	11/02/2023	1,502.34 H
				Vendor Total:	1,502.34
BLUE VALLEY TRAILERS INC	2626	HYDRO FILTER 72" HUSTLER MOWER #5003	0	00/00/0000	105.00
				Vendor Total:	105.00
BRUCE'S BODY SHOP, INC.	0158	TOW BLACK CADDY & FORD EDGE TO POLICE IMPOUND&TAG BRACKET	0	00/00/0000	290.88
				Vendor Total:	290.88
CENTURY BUSINESS SYSTEMS	2009	SAVID COPIER AT PD-ANNUAL AGREEMENT&COLOR COPIES-OCT	0	00/00/0000	458.51
				Vendor Total:	458.51
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #686	51379	11/01/2023	49,223.47 H
				Vendor Total:	49,223.47
CNH CAPITAL	1783	SHARPEN 7 CHAINS	0	00/00/0000	70.00
				Vendor Total:	70.00
SEAN M. COHORST	1329	SCUBA DIVE-COUNTRY CLUB LAKE RPR AERATOR DEFUSERS&MOVE LINE	0	00/00/0000	575.00
				Vendor Total:	575.00
CONVENTION & TOURISM	0680	REIMBURSE LODGING&MILEAGE TO KTIAC DODGE CITY-WAYNE KRUSE	0	00/00/0000	905.90
				Vendor Total:	905.90
CORE & MAIN LP	2599	COUPLINGS	0	00/00/0000	802.24
				Vendor Total:	802.24
CROME LUMBER INC.	2235	CHANEL LOCKS,PLIERS,LEVEL,SAW, GUTTER CAPS/ELBOWS,PAINT,ETC	0	00/00/0000	1,394.55
				Vendor Total:	1,394.55
ECHO GROUP, INC	1629	REPLACEMENT LIGHTS-CITY HALL OUTSIDE&PHOTO CELL BRKT-TRAIL	0	00/00/0000	71.67
				Vendor Total:	71.67
ECONOMIC DEVELOPMENT REIME	2713	REIMBURSE PART DEMOLITION 1301 CALHOUN-PAUL CABARON + 1306 Jenkins - Jane Powell	0	00/00/0000	5,000.00
				Vendor Total:	5,000.00
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	15,658.02
				Vendor Total:	15,658.02
EHNEN'S AUTOMOTIVE	2082	FILE,HYDRAULIC OIL,LUBE,CLAMP, LINE,HEADLIGHT,SILICONE,ETC	0	00/00/0000	602.68
				Vendor Total:	602.68
EMPTY CUP COFFEE BAR & BISTF	2667	35 DOZEN CHOCOLATE DONUTS FOR BLACK SQUIRREL NIGHT	0	00/00/0000	420.00
				Vendor Total:	420.00

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
EVERGY	1401	ELECTRICITY-STREET LIGHTS 9/27/23-10/26/23	51377	10/30/2023	5,168.67 H
EVERGY	1401	ELECTRICITY	51378	10/30/2023	8,224.70 H
				Vendor Total:	13,393.37
FASTENAL	1894	COTTON WIPER CLOTHS	0	00/00/0000	81.08
				Vendor Total:	81.08
FOLEY EQUIPMENT	2171	PINS FOR BACKHOE TEETH #4508	0	00/00/0000	77.22
				Vendor Total:	77.22
FOULSTON SIEFKIN LLP	2882	LEGAL SERVICES-MAY PRELLS VS CITY OF MARYSVILLE	0	00/00/0000	112.50
				Vendor Total:	112.50
GALLS, AN ARAMARK COMPANY	0266	BOOTS-FRERKING, LEIS, & SALCEDO, & REFLECTIVE JACKET	0	00/00/0000	496.28
				Vendor Total:	496.28
GRAINGER, INC	1234	MOTOR & MOTOR RUN CAPACITOR FOR WATER SHOP HEATER	0	00/00/0000	179.32
				Vendor Total:	179.32
GREAT PLAINS PEST MANAGEME	2922	RODENT CONTROL-BAIT STATIONS IN KOESTER BLOCK	0	00/00/0000	40.00
				Vendor Total:	40.00
HAWKINS, INC	1493	CHLORINE CYLINDERS-WATER PLANT	0	00/00/0000	70.00
				Vendor Total:	70.00
HELENA AGRI-ENTERPRISES, LLC	2915	WEEDMASTER-5 GALLONS	0	00/00/0000	245.00
				Vendor Total:	245.00
HILLTOP TIRES LLC	2842	2 NEW TIRES BFG ADVANTAGE & OIL CHANGE #1005	0	00/00/0000	406.75
				Vendor Total:	406.75
HOMETOWN LUMBER, INC.	987	HEAT CABLE, CONCRETE BITS, PVC PIPE, LUMBER, FLAG, & CONNECTORS	0	00/00/0000	151.03
				Vendor Total:	151.03
IDNTITEEZ	1957	610 T-SHIRTS FOR RED RIBBON WEEK-DONATION FROM COUNTY + Signs - For Rent + Private Dr.	0	00/00/0000	4,935.50
				Vendor Total:	4,935.50
INLINE CONSTRUCTION	2321	REMOVE/REPLACE 1,000FT CURB & GUTTER-2023 PJT	0	00/00/0000	58,000.00
				Vendor Total:	58,000.00
IRON HORSE TRAINING & FITNESS	2821	EMPLOYEE MEMBERSHIPS	0	00/00/0000	251.00
				Vendor Total:	251.00
JERRY MILLER ELECTRONICS	2430	AWOS-ANNUAL MAINTENANCE 2024	0	00/00/0000	5,250.00
				Vendor Total:	5,250.00
JOHN DEERE FINANCIAL	2322	WET CHARGED BATTERY FOR LOADER #4009	51382	11/02/2023	377.00 H
				Vendor Total:	377.00
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS + Optional Group Life Insurance	0	00/00/0000	10,557.63
				Vendor Total:	10,557.63
KANSAS DEPT OF HEALTH & ENVI	689	WASTEWATER OPERATOR LICENSE RENEWAL-DELMAR GROSS CET #9814 + water Operator License - Kent Bargman	0	00/00/0000	40.00
				Vendor Total:	40.00
KANSAS GAS SERVICE	1201	GAS SERVICE	51376	10/30/2023	957.60 H
				Vendor Total:	957.60
KANSAS ONE-CALL SYSTEM, INC	838	OCTOBER LOCATES 101	0	00/00/0000	121.20

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>121.20</u>
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER	0	00/00/0000	709.39
				Vendor Total:	<u>709.39</u>
KANSAS PEACE OFFICERS' ASSO	0474	2024 MEMBERSHIP RENEWAL	0	00/00/0000	300.00
				Vendor Total:	<u>300.00</u>
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	2,898.04
				Vendor Total:	<u>2,898.04</u>
KRAMER OIL CO., INC	0035	GASOLINE & DIESEL	0	00/00/0000	5,902.45
				Vendor Total:	<u>5,902.45</u>
STEVEN ALLEN KRAUSHAAR	0974	COURT APPOINTED SERVICES	0	00/00/0000	200.00
				Vendor Total:	<u>200.00</u>
KSAE	2926	ANNUAL MEMBERSHIP	0	00/00/0000	150.00
				Vendor Total:	<u>150.00</u>
LIBRARY TREAS-CITY OF MARYSV	0095	TAX DISTRIBUTIOIN PER BUDGET	0	00/00/0000	982.81
				Vendor Total:	<u>982.81</u>
MAR KAN SALES CO.	0121	CANDY FOR BLACK SQUIRREL NIGHT POLICE DEPARTMENT	0	00/00/0000	142.20
				Vendor Total:	<u>142.20</u>
MARYSVILLE AMBULANCE SERVIC	0072	AMBULANCE CONTRACT PAYMENT	0	00/00/0000	14,349.00
				Vendor Total:	<u>14,349.00</u>
MARYSVILLE CHAMBER & MAIN ST	0013	2023 CONTRIBUTION PER BUDGET 4TH QUARTER	0	00/00/0000	5,000.00
				Vendor Total:	<u>5,000.00</u>
MARYSVILLE FIRE DEPARTMENT	1345	FIREMENS CONTRIBUTIONS-NOV	0	00/00/0000	230.00
				Vendor Total:	<u>230.00</u>
MARYSVILLE HEALTH & FITNESS	1738	EMPLOYEE MEMBERSHIPS	0	00/00/0000	168.00
				Vendor Total:	<u>168.00</u>
MARYSVILLE POSTMASTER	0340	BULK POSTAGE-1314 WATER/SEWER BILLS	51384	11/07/2023	530.86 H
				Vendor Total:	<u>530.86</u>
MARYSVILLE READY MIX, INC	0089	25.75YD CONCRETE-CURB AT NEW HEALTH DEPT & WATER REPAIRS	0	00/00/0000	4,300.25
				Vendor Total:	<u>4,300.25</u>
MIKE'S O.K. TIRES	2079	6 USED TIRES & TIRE REPAIR #4001 & #2515	0	00/00/0000	1,250.00
				Vendor Total:	<u>1,250.00</u>
MUNICIPAL SUPPLY, INC	579	1" COPPER TUBE,2" PVC PIPE, WATER METER ANTENNAS,&CPLINGS	0	00/00/0000	3,178.56
				Vendor Total:	<u>3,178.56</u>
NEMAHA VALLEY MOTORS, INC.	2012	CHANGE OIL & FILTER & CABIN FILTER #2001	0	00/00/0000	150.70
				Vendor Total:	<u>150.70</u>
NETWORK COMPUTER SOLUTION	2223	TECH SUPPORT-BACK UP CITY ADMIN COMPUTER&TONER-UTILITY	0	00/00/0000	368.39
				Vendor Total:	<u>368.39</u>
OLSSON ASSOCIATES	1950	AIRPORT RUNWAY 16/34 RUNWAY REHAB 3-20-0053-015/016-CONST	0	00/00/0000	7,650.86
				Vendor Total:	<u>7,650.86</u>
OTT ELECTRIC, INC	0037	SHIPPING-LAGOON SAMPLES	0	00/00/0000	27.05
				Vendor Total:	<u>27.05</u>

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3809 11/13/23

Date: 11/08/2023

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
PALMER'S PRECISION PRUNING L	2802	TRIM DOWNTOWN TREES 800 BLOCK OF BROADWAY	0	00/00/0000	95.00
				Vendor Total:	95.00
PONY EXPRESS VETERINARY CLII	452	EUTHANIZE/BOARD DOGS/CATS	0	00/00/0000	129.00
				Vendor Total:	129.00
PRAIRIE FIRE COFFEE SYSTEMS	0229	COFFEE-STREET & POLICE DEPT	0	00/00/0000	181.70
				Vendor Total:	181.70
PRINTING SYSTEMS, INC	0367	WINDOW ENVELOPES-WATER/SEWER BILLS (4,000)	0	00/00/0000	354.76
				Vendor Total:	354.76
QUILL CORPORATION	0132	PAPER,SOAP,CALENDAR,PHONE CORD &PHONE CORD DETANGLER	0	00/00/0000	263.80
				Vendor Total:	263.80
REIMBURSE FLOWERS & SHRUBS	2689	REIMBURSE SHRUBS/FLOWERS AT WATER TOWER-SHARON KESSINGER + <i>Diane Schroller</i>	0	00/00/0000	331.32
				Vendor Total:	331.32
ROSEBAUGH JANITORIAL SERVIC	2043	JANITORIAL SERVICE POLICE DEPT OCTOBER X8	0	00/00/0000	600.00
				Vendor Total:	600.00
SALINA SUPPLY COMPANY	0078	COMPRESSION SLEEVES,NUTS,TUBES & ROLLS SAND CLOTH	0	00/00/0000	112.68
				Vendor Total:	112.68
SANDMANN PLUMBING LLC	2723	ROTO ROOTER CITY PARK RESTROOM	0	00/00/0000	205.00
				Vendor Total:	205.00
SCHROLLER COLLISION CENTER	1373	TOW 2004 GRAND PRIX-SILVER 6TH/CENTER & 59 DAYS STORAGE	0	00/00/0000	1,505.00
				Vendor Total:	1,505.00
STRATEGIC GOVERNMENT RESOI	2927	CITY ADMIN SEARCH-PROFESSIONAL FEE, BROCHURE, & AD PLACEMENT	0	00/00/0000	8,356.67
				Vendor Total:	8,356.67
TASTY PASTRY BAKERY	2809	40 DOZEN GLAZED DONUTS FOR BLACK SQUIRREL NIGHT 10/26/23	0	00/00/0000	427.20
				Vendor Total:	427.20
TEMPS DISPOSAL SERVICE INC	0012	TRASH SERVICE-OCTOBER	0	00/00/0000	499.40
				Vendor Total:	499.40
TRACTOR SUPPLY CREDIT PLAN	2907	HEATER,ANGLE GRINDER,GAS CAN, PRUNER,HOSE ADPT,SCOOP,ETC	0	00/00/0000	347.90
				Vendor Total:	347.90
TRUCK REPAIR PLUS, INC.	1715	REPLACED SUCTION LINES & FUEL LINE,SERVICED,&INSPECTED #6602	0	00/00/0000	1,126.03
				Vendor Total:	1,126.03
UNITED PEST CONTROL, INC	712	PEST CONTROL-POLICE DEPT BI-MONTHLY	0	00/00/0000	80.00
				Vendor Total:	80.00
VALLEY VET SUPPLY	0166	MUCK BOOTS LESS CREDIT MEMO	0	00/00/0000	97.30
				Vendor Total:	97.30
VERIZON WIRELESS	2146	CELL PHONE, HOT SPOT, CAMERA, & TABLET SERVICE	51375	10/30/2023	664.89 H
				Vendor Total:	664.89
VISUAL RIGHTS GROUP	2925	FEE FOR USE OF BLACK SQUIRREL IMAGE ON CITY WEBSITE	51374	10/25/2023	282.48 H
				Vendor Total:	282.48

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3809 11/13/23

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
WAL-MART COMMUNITY	1254	CAMERAS,SD CARDS,BATTERY BACK UP,GATORADE,WATER,CLEAN SUP,ETC	51381	11/02/2023	2,096.08
				Vendor Total:	2,096.08
WEIS FIRE & SAFETY EQUIP CO	1287	VENT FAN 18" VAKIR VARIABLE SPEED MOTOR-FIRE DEPT	0	00/00/0000	3,891.50
				Vendor Total:	3,891.50
				Grand Total:	489,575.53
				Less Credit Memos:	0.00
				Net Total:	489,575.53
				Less Hand Check Total:	313,219.17
				Outstanding Invoice Total :	176,356.36
	Total Invoices:	89			



City Council Staff Report

Subject: KGGP 24-JAG-15 Grant Acceptance
Author: Matt Simpson, Chief of Police
Department: Marysville Police
Date: 10/26/2023

Summary Recommendation:

On October 26th, 2023, the Marysville Police Department was notified that our grant application through the Federal Edward J. Byrne Memorial Justice Assistance Program was awarded a grant in the amount of \$43,008 to replace our police body-worn radios.

I am requesting your approval to formally accept grant 24-JAG-15 and approval to purchase (8) new police radios in that exact amount, \$43,008 from Ka-Comm of Manhattan. There is no local match on this grant.

Respectfully,
Chief Simpson



Criminal Justice Coordinating Council

Justin Whitten, Chairperson (Governor's Designee)
Tony Mattivi, Vice-Chairperson (Director of the Kansas Bureau of Investigation)

October 26, 2023

Chief Matt Simpson
Marysville Police Department
207 South 10th Street
Marysville, KS 66508

Dear Chief Simpson:

On behalf of the Kansas Criminal Justice Coordinating Council (KCJCC), we are pleased to award the agency a 2024 Federal Edward J. Byrne Memorial Justice Assistance Grant Program (JAG) grant for \$43,008. The Kansas Governor's Grants Program provides administrative oversight for the grant program, and staff will contact you regarding the grant acceptance conditions and the reporting requirements.

The KCJCC recognizes the importance of JAG funds in supporting criminal justice efforts across the state. We wish the agency every success with the JAG project and thank you and your staff for helping make Kansas a safer place to live.

Respectfully,

Justin Whitten
Chief Counsel to Kansas Governor Laura Kelly
KCJCC Chairperson and Governor's Designee

Tony Mattivi
Director of the Kansas Bureau of Investigation
KCJCC Vice-Chairperson



KA-COMM, INC

2321 Sky-Vue Lane
 Manhattan, KS 66502
 (785) 776-8177 Ext. 5220
 (785) 827-1921 Fax
 www.ka-comminc.com
 rmeierhoff@ka-comminc.com

Quote

Date	Quote #
10/10/2023	27909

Customer:
MARYSVILLE POLICE DEPT ATTN: CHIEF MATT SIMPSON 207 S.10TH MARYSVILLE, KS 66508

Item	Description	Qty	Cost	Total	P.O. No.	Terms	Rep	Freight Charges
						Due on receipt	RJM	FOB
XL-PPM1M-NA	XL-PPM1M-NA, PORTABLE, XL-200P, PARTIAL, MIDNT BLK, US	8	2,061.50	16,492.00				
XL-FW2X	XL-FW2X, OPERATION, LOAD NIFOG PERSONALITY	8	0.00	0.00				
XL-PL4F	XL-PL4F, FEATURE, P25 PHASE II, TDMA	8	175.00	1,400.00				
XL-PL8Y	XL-PL8Y, FEATURE, ENCRYPTION LITE	8	0.00	0.00				
XL-PKG8F	XL-PKG8F, FEATURE, 256-AES, 64-DES ENCRYPTION, MULTI-KEY	8	525.00	4,200.00				
XL-PKGPT	XL-PKGPT, FEATURE PACKAGE, P25 TRUNKING	8	1,120.00	8,960.00				
XL-PKGF1	XL-PKGF1; FEATURE PACKAGE, ALL BANDS, V+U+7/800	8	1,120.00	8,960.00				
XL-PA3V	XL-PA3V, BATTERY, LI-ION, 3100 MAH	8	105.00	840.00				
XL-NC5Z	XL-NC5Z; ANTENNA, FLEX, HELICAL, 136-870 MHZ	8	77.00	616.00				
XL-HC3L	XL-HC3L, BELT CLIP, METAL	8	21.00	168.00				
XL-CH6F	XL-CH6F, CHARGER, DESKTOP, 2-BAY, LI-ION BATTERY, XL-200P OPTION	8	171.50	1,372.00				
XL-AE4B	XL-AE4B, SPEAKER MICROPHONE, EMERG BUTTON ***\$157.50 EACH***		0.00	0.00				
							Subtotal	\$43,008.00
							Sales Tax (0.0%)	\$0.00
							Total	\$43,008.00

Signature: _____

Quote is valid for 30 days!