

**AGENDA**  
**REGULAR MEETING**  
**November 27, 2023**  
**7:00 p.m.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**1. APPROVAL OF MINUTES** – Regular Meeting: November 13, 2023. Pages 02-06

**2. PUBLIC COMMENTS**

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

**3. BUSINESS AND DISCUSSION ITEMS**

- |  |             |
|--|-------------|
| 1. Micro-Comm Agreement                                  | Pages 07-09 |
| 2. Ordinance 1924 - Appropriating Money for 2024 Payroll | Page 10     |
| 3. Replat Brauchi Heights 2 Subdivision                  | Pages 11-15 |
| 4. Manhole Project Bids                                  | Pages 16-47 |

**4. NOTICES AND HEARINGS**

**5. CONSENT AGENDA**

- |                               |         |
|-------------------------------|---------|
| 1. Employee Gift Certificates | Page 48 |
|-------------------------------|---------|

**6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3810** Pages 49-53

**7. STAFF REPORTS**

- |   |             |
|---|-------------|
| 1. Police Department  |             |
| a. Surplus Property Requests                                      | Pages 54-57 |
| 2. Fire Department  |             |
| a. Danko Equipment Estimate (Spreader, Ram, Cutter) – Don Ballman | Pages 58-59 |
| 3. Administration   |             |
| a. 2024 Cost of Living Raises                                     | Pages 60-64 |

**8. STANDING COMMITTEE REPORTS**

1. Street
2. Water & Wastewater Treatment
3. Parks & Recreation
4. Cemetery & Airport
5. Police & Fire
6. Administration & Finance

**9. APPOINTMENTS & WAGE DETERMINATION**

**10. CITY ATTORNEY/EXECUTIVE SESSION**

**11. ROUNDTABLE DISCUSSION**

**ADJOURNMENT**

Regular Meeting  
City Hall, Marysville, Kansas-November 13, 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. Interim City Administrator Pederson and City Clerk Holle were also present.

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

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

The minutes from the October 30<sup>th</sup> special meeting were presented for approval. CM Throm moved; CM Frye seconded to approve the minutes as presented. Motion carried by 7-0 voice vote.

The minutes from the November 7<sup>th</sup> special meeting were presented for approval. CM Throm moved; CM Behrens seconded to approve the minutes as presented. Motion carried 7-0 voice vote.

**PUBLIC COMMENTS:**

1. **RACHEL BARGDILL.** Rachel Bargdill, the daughter of Chad Schwindamann who inherited the house at 406 Jenkins told the Council she and her husband had just found out about the condemnation. They made lots of progress last week and asked the time to be extended 1 week. The Council will discuss the condemnation of 406 Jenkins later in the agenda.
2. **APRIL TODD PONY EXPRESS PARTNERSHIP FOR CHILDREN.** April Todd, director of PEPC presented information regarding the services they supply to the community. PEPC owns the NEK building on their property at 302 Alston Street which was previously used as a preschool by NEK. PEPC would like to move their daycare to the NEK building and the building would need to be rezoned to allow the change. A site plan is required for the zoning change. PEPC is requesting the site plan requirement be waived in this case. The Council does not have the authority to remove the requirement for a site plan. PEPC will make their request to the Planning & Zoning Commission in the December meeting.

**BUSINESS AND DISCUSSION ITEMS:**

1. **KOESTER MUSEUM HOURS.** Sharon Kessinger, a member of the Koester Museum Advisory Board asked the City to allow Jill Schmidt the museum curator to work some additional hours in the winter. Because the curator is considered a seasonal employee, she must be off work a minimum of 13 consecutive weeks. She also cannot work more than 1,000 hours in a calendar year without requiring the City to pay KPERS (the retirement plan). The Museum Board offered to be open a couple of days in the week through the holidays and close January through April. No action was taken.
2. **CHAMBER MAIN STREET REPORT & FUNDING REQUEST.** Wayne Kruse, Interim Director reported on the Kansas Tourism conference he attended. He gathered lots of ideas to increase tourist stays in our hotels. He also reported he is working on ideas to encourage youth to choose to live in our community after they complete school. Wayne presented a request for \$4,500 in funds for the Christmas celebrations and several street closing requests. CM Throm moved, CM Goracke seconded to approve the funding request of \$4,500. Motion carried unanimously. CM

Throm moved, CM Snellings seconded to approve the street closing on Friday, November 24 from 5-7 p.m. from 617 Broadway to 703 Broadway, and the street closing on Saturday, December 2 on Broadway from 13<sup>th</sup> Street to 6<sup>th</sup> Street from 1-2:30 p.m. for the parade and activities which includes use of golf carts, UTVs and ATVs in the parade. They also asked to close 9<sup>th</sup> Street from 1-4:30 p.m. from Broadway to Elm. Motion carried unanimously.

3. **C&T/CHAMBER MAIN STREET DIRECTOR CONTRACT.** A contract for the 2024 year to hire a full-time director for \$45,000.00 annual salary was presented. CM Behrens moved; CM Beikman seconded to hire Wayne Kruse as an independent contractor and approve the contract as presented to be paid from the Transient Guest Tax Fund. Motion carried unanimously.
4. **STORM SEWER PROJECT AT 14<sup>TH</sup> AND CENTER.** CES Engineering included in the agenda two options to repair the storm sewer at 14<sup>th</sup> and Center. CES would like guidance on which project to design as Option 2 is more involved and will cost more. ICA Pederson suggested the City ask for preliminary design cost estimates before a decision can be made. After discussion CM Keating moved to ask CES for a preliminary design estimate on both options, CM Behrens seconded. Motion carried 7-0.
5. **HIGHWAY 36 MANHOLE PROJECT BIDS.** CES included in the agenda the bid results for the manhole project on Highway 36. The bids are as follows: Engineer's estimate, \$424,483.00; Nowak Construction Company, \$601,837.40; Smoky Hill, LLC, \$413,830.00; Jadwin Construction, \$698,163.92. After Council discussion CM Throm moved; CM Behrens seconded to table the bids until further analysis can be done. Motion carried unanimously.
6. **SEWER MAIN REPLACEMENTS.** Several private sewers have caused problems in the last few years. Jadwin Construction gave the City a bid as requested by Water/Sewer Supervisor Bargman. Jadwin will be in Marysville to complete the water line project and asked if the City would like to have any of the sewer mains replaced. CM Throm moved; CM Snellings seconded to table the bids until further analysis can be done. Motion carried unanimously.
7. **WATER PROJECT ON 8<sup>TH</sup> AND ELM STREETS.** CM Throm asked if the City should delay the water main project on 8<sup>th</sup> and Elm Street in case the weather would turn cold before the project is completed and there would be open holes in the street during the winter. Staff will consult with Jadwin regarding costs if the project is delayed and timeframes for the project.
8. **PURCHASE OF PROPERTY AT 105 S 4<sup>TH</sup> STREET.** A contract was presented for the purchase of the property at 105 S 4<sup>th</sup> Street. This is the last property needed for the proposed water/sewer shop. CM Throm moved; CM Behrens seconded to purchase the property at 105 S 4<sup>th</sup> Street from Kathryn Blecharczyk for \$42,600.00. Motion carried 6-1 with CM Beikman voting no.
9. **CONDEMNATION 406 JENKINS.** Pictures of the property at 406 Jenkins owned by Chad Schwindamann were presented for review as the house was to be repaired or removed by November 10, 2023. All repairs have been made except painting. CM Frye moved, CM Snellings seconded to extend the date until June 1, 2024, to allow for painting Motion carried unanimously.
10. **CONDEMNATION 205 CALHOUN STREET.** Pictures of the property at 205 Calhoun owned by Walter Mlnarik were presented for review as the house was to be repaired or removed by November 10, 2023. The roof has not been replaced, the soffits on the porch have not been replaced, the fascia has not been replaced. The rotten deck has been removed but has not been replaced. He has cleaned up the yard. The property was to be repaired or removed by November 10, 2023. CM

Keating moved to uphold the condemnation; CM Behrens seconded. Motion carried 4-3 with CM Snellings, CM Beikman and CM Frye voting no.

- 11. CONDEMNATION 819 PONY EXPRESS HIGHWAY.** Pictures of the property at 819 Pony Express Highway owned by Nicole Wassenberg were presented for review as the motel was to be repaired or removed by November 10, 2023. The rafters have been replaced and new sheeting and tar paper has been completed and the shingling should start tomorrow. The damage inside has been removed. Nicole is the new owner, and she took possession of the property after October 26, 2023. CM Frye moved, CM Snellings seconded to extend the date until June 1, 2024, to allow for mold removal and final repairs. Motion carried unanimously.

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

- 1. 502 JENKINS CONDEMNATION HEARING.** A condemnation hearing for 502 Jenkins that was extended from July 24<sup>th</sup> was reviewed by Council. A wood deck built over the concrete porch. The broken windows have been replaced. The bulging foundation has been repaired. The floor has been jacked up. A new breaker box was installed and the wiring outside was removed. The house needs to be painted and a new front door installed. No further action was taken.
- 2. 500 JENKINS CONDEMNATION HEARING.** A condemnation hearing for 500 Jenkins that was extended from July 24<sup>th</sup> was reviewed by Council. The roof has been repaired to prevent leaking, The windows have been repaired and the only glass missing is in a door. The gutter is still falling off and some siding needs to be replaced. Also, there is painting that is not completed. CM Throm moved; CM Behrens seconded to extend the hearing date for completion to December 1, 2023. Motion carried unanimously.

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

1. City Clerk's Report for October showed \$52,069.84 collected in receipts with a like amount being deposited with the City Treasurer.
2. Cash balances in funds were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through October 2023 showed unadjusted accumulated revenues in the General Fund of \$3,038,049 or 107% of budget; Water Revenue Fund, \$773,380 or 86% of budget, Sewer Revenue Fund, \$645,786 or 84% of budget. Unadjusted statement of expenditures in the General Fund totaled \$2,833,750 or 88% of budget, Water Revenue Fund, \$716,407 or 55% of budget, and Sewer Revenue Fund, \$598,376 or 43% of budget.
3. The Municipal Judge's Report for October showed \$2,895.96 being deposited with the City Treasurer and \$391.00 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

#### **APPROPRIATIONS ORDINANCE NO. 3809**

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$113,263.78; Water Revenue Fund, \$24,079.17; Sewage Revenue Fund, \$12,942.29; Airport

Revolving Fund, \$251,841.94; Industrial Fund, \$5,000.00; Economic Development, \$5,000.00; Library Revolving Fund, \$6,441.39; Library Fund, \$982.81; Swim Pool Sales Tax, \$1,132.49; Koester Block Maintenance, \$1,196.59; Employee Benefit, \$8,445.97; Transient Guest Tax, \$1,080.30; Sales Tax Improvements, \$58,168.80; making a total of \$489,575.53.

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 \$489,575.53.
3. Motion to approve the appropriations ordinance carried by 7-0 roll call vote. City Clerk Holle assigned Ordinance No. 3809.

#### **STAFF REPORTS:**

##### **POLICE:**

1. **2024 JAG GRANT.** PC Simpson said the Marysville Police Department has been awarded the federal 24-JAG-15 grant for \$43,008. CM Frye moved, CM Snellings seconded to accept the 24-JAG-15 grant and the purchase of 8 body-worn radios for \$43,008 from KA-COMM, Inc. This is a reimbursement grant with no city match.

#### **STANDING COMMITTEE REPORTS:**

##### **STREET:**

1. **HALL BROTHERS STREET OVERLAYS.** CM Throm asked if Hall Brothers will stand behind their work if they overlay the streets when the temperature is below 50 degrees. The state requires the temperature to be 50 degrees and rising when asphalt is laid.
2. **WIDEN 10<sup>TH</sup>/CENTER CORNER.** CM Beikman said he would like the City to continue exploring how the 10<sup>th</sup> and Center corner at the Highway 77 and 36 junction. It is very difficult for semi-trucks to navigate the corner and visibility is low.

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

1. **HEALTH DEPARTMENT 600 BROADWAY.** CM Throm commented that the Water/Sewer Department had the taps for water and sewer completed and had removed old taps. The Street Department has started replacing the bricks in the street.

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

##### **CEMETERY/AIRPORT:**

##### **POLICE AND FIRE:**

##### **ADMINISTRATION AND FINANCE:**

1. **KOESTER MUSEUM ADVISORY BOARD AND FOUNDATION BOARD.** The Admin & Finance Committee met with the Koester Museum Advisory Board and the Koester Foundation

about the lack of money to pay for the Museum expenses. No decisions were made. The Admin & Finance Committee will meet with the Koester Block businesses who lease buildings from the City next. New leases will need to be written and signed by December 31.

**APPOINTMENTS:**

**CITY ATTORNEY:**

**EXECUTIVE SESSION:**

**ROUND TABLE DISCUSSION:**

- 1. INTERIM ADMINISTRATOR WELCOME.** CM Frye welcomed the new Interim City Administrator. ICA Pederson invited all Council Members to contact him.
- 2. NEW COUNCIL.** CM Frye asked when the new council members would receive their code books and general information about their duties. CC Holle said they will receive them at the first meeting in December when they are sworn in.
- 3. PARTNERSHIP FOR GROWTH.** CM Keating reported the Partnership For Growth has purchased property in Blue Rapids and a contractor will build homes to sell on that property. The P4G purchased the property, and the contractor will own the homes and sell them. P4G has also started a county-wide land bank to help with housing.
- 4. BLOWING LEAVES IN THE STREET.** CM Beikman reported there are many people blowing their leaves in the street which is not allowed.

There being no further business, at 8:49 p.m. CM Frye moved to adjourn, CM Goracke seconded. Motion carried unanimously.

Cindy Holle  
City Clerk

11/3/23

Attn Kent Bargman  
Marysville City of  
City Hall - 209 North 8<sup>th</sup> St.  
Marysville KS 66508

15895 S. Pflumm Rd.  
Olathe, KS 66062  
(913) 390-4500  
FAX: (913) 390-4550  
www.micro-comm-inc.com

## Extended Service Warranty Proposal

Dear Kent:

According to our records, your Micro-Comm telemetry system service contract number(s) SC0012 will expire on 1/1/24. For \$3350.00 which includes damage caused by lightning, Micro-Comm will provide part replacement, phone support, and internet troubleshooting, for job number(s) 01-103, 02-143, 07079, 09056.

Please read and review the following:

### Terms and Conditions of the Service Plan:

1. Micro-Comm, Inc. shall be liable only for the cost or repair of any Micro-Comm manufactured equipment including radio, power supply, batteries, RTU and CTU Battery backup units, relays, phone dialers; light bulbs, external modems, MC L5A and Keller Well Transducers, Minco sensors, relays, and associated equipment required for system operation as designed (see below #6).
2. In the event of equipment failures or equipment damaged by lightning. Micro-Comm will supply troubleshooting, using phone and internet log in to determine parts necessary to complete repairs and return system to previous level of operation. Parts will be shipped by the quickest method available to job site. Customer shall supply labor for removal and installation of equipment at customer's premises. Return of defective equipment to Micro-Comm is customer responsibility.
3. In the event exact replacement parts are no longer available, Micro-Comm will (at its discretion) replace the existing equipment or components with similar or "current production" materials to restore the control system back to its original level of operation. Prior to replacement, Micro-Comm will identify the materials to be used, estimate labor to update software, records, drawings and software documentation. Update labor rate of \$100 hour will apply, any new or additional features that are available with this replacement equipment will be offered to the customer for an additional expense, parts plus labor to be quoted upon request.
4. This plan is void and does not apply if damage to equipment is caused by: flooding, high winds, tornado, hurricanes, freezing, fire, chemical damage, vandalism, improper Installation, improper maintenance, accident, alteration, abuse, or misuse, (by other than Micro-Comm, Inc. or it's designates).
5. Micro-Comm's sole obligation in case of its equipment failure will be to provide the service specified above. Micro-Comm will not be liable for any consequential or Incidental damage to system failures. Micro-Comm will not be liable for downtime, i.e. Overtime labor and travel to and from sites.
6. The plan is for Micro-Comm manufactured parts only. The following list is an example of Items; not covered: Non-Micro Comm PLC's, VFD's, BW probes, Omega sensors, chart recorders, chart pens, and paper, phase monitors, pump alternators. Flow meters, flow sensors, chemical feed and chemical monitoring equipment., computers, keyboards, monitors, Computer battery backup units, printers, routers, switches, external wiring, and cabling.

- 7 The Service Plan coverage provided by Micro-Comm, Inc. begins when current system warranty ends and provides coverage for one calendar year from warranty end date. Warranty end date will be extended when a signed copy of Service Plan and payment are received. Non-Warranty Customer warranty date will be assigned when a signed copy of Service Plan and payment has been received.

Micro-Comm's normal service rates are \$150/hour with a four-hour minimum on site service, plus \$75/hour travel time to and from job site, expenses (airfare, car rental, parking + 10%), \$250 overnight (meals and lodging), or \$75-day meals and expenses charge.

Software changes and remote site modifications can be purchased for \$750 per modification, plus \$125 per hour to bring drawings, records, and software up to date for requested changes, quotes will be supplied for requested changes. System upgrades and expansion work can be requested through our sales department.

Under the terms of this service plan, a reduced service rate is provided as part of coverage. \$100/hour with a four-hour minimum, plus \$50/hour travel time, expenses (airfare, car rental, parking + 10%), and \$250 overnight (meals and lodging), or \$50-day meals and expenses charge for onsite service. ISP router assistance, internet configuration, network router/switch assistance, and new or backup computer setup of equipment not provided by Micro-Comm will be billed at \$100/hour with a four-hour minimum will apply.

Software changes (adding outputs, inputs, flow meter change out, chemical pumps, control group modifications, station type changes) and remote site modifications will be included as part of service contract coverage. Customer will be charged \$90 per hour (4-hour minimum) to bring drawings, records, and software up to date for requested changes. Service Contract customers will receive a discount on new computers, software additions, and same version software updates completed by a Micro-Comm technician.

System upgrades and expansion work will receive a 10% cost savings through system service contract coverage. Discussion of these options and all service matters is available by contacting Mark Stockton, Service Manager, Micro-Comm, Inc. or our sales department at any time, convenient for you.

Should you choose to purchase/renew this service plan YOU MUST complete the form below, and return this letter to us with a check payable to Micro-Comm, Inc.

Customers that require an invoice number, please indicate requirement on the returned proposal with a P.O. Number and you will be invoiced as requested. Please write Service Plan number on your check and P.O. If you have any questions, feel free to contact me at any time.

Sincerely,

MICRO-COMM, INC.



Mark Stockton  
Service Manager

15895 S. Pflumm Rd.  
Olathe, Kansas 66062  
913-390-4500 office  
913-909-3195 cell  
mstockton@mc-mail.com

Enclosure



I have read and fully understand the terms and conditions of the Service Plan as stated above.

Accepted by: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Amount of Check Enclosed: \_\_\_\_\_

Optional, P.O. Number: \_\_\_\_\_

(First Published in the Marysville Advocate, Official City Paper,  
on Thursday, November 30, 2023)

**ORDINANCE NO. 1924**

**AN ORDINANCE APPROPRIATING MONEY FROM  
THE VARIOUS FUNDS TO PAY PAYROLL OF THE  
CITY OF MARYSVILLE, KANSAS, FOR FY2024.**

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

**Section 1.** The 2024 budget of the City of Marysville, as adopted August 28, 2023, shall constitute an appropriation of the money so budgeted, and the City Clerk shall be authorized to pay payrolls; provided that all such payments made shall be deducted from the amounts so appropriated and that the total of the payments made shall not exceed the amount appropriated.

**Section 2.** All full-time employees of the City shall be paid every two weeks, and no payroll shall be paid until it has been certified by the person in charge of the department or fund which shall be affected by the appropriation and, further, has been examined and approved by the City Clerk.

**Section 3.** The payment of payrolls shall be by warrant checks as provided by law and such warrant checks shall be signed by the Mayor and City Clerk and countersigned by the City Treasurer.

**Section 4.** This ordinance shall take effect and be in force from and after its passage and approval.

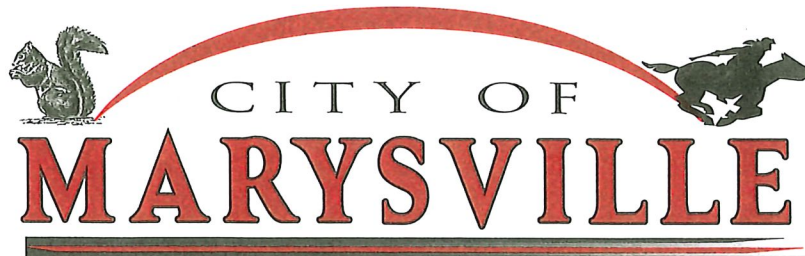
**PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR** this twenty-seventh day of November 2023.

\_\_\_\_\_  
JASON BARNES  
Mayor

ATTEST:

\_\_\_\_\_  
LUCINDA HOLLE  
City Clerk

(SEAL)



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

**TO:** Governing Body  
**FROM:** Zoning Administrator/ Inspector  
**DATE:** 11/20/2023  
**RE:** Replat of lot 4A of the Brauchi Heights 2 Subdivision

The Marysville Planning Commission approved the Replat of lot 4A of the Brauchi Heights 2 Subdivision. Motion was made and seconded with seven members voting to approve. This is the lot to the east of the old Hardee's building. The Planning Commission waived the requirement of a road easement to lot 4A-1 and 4A-2 and allowed a permanent travel easement. This is allowed in the ULDC on page 44. (Article 6, section 6-5, A.)

Joann Walcott is getting a Letter of Assurance from the bank for the installation of a sewer line on the north side of lots 4A-1 and 4A-2 that goes down to the manhole to the east by the lake. The sewer for lot 4A-3 would connect to this line through the utility easement between lots 4A-1 and 4A-2.

In the case of a Replat, no Public Notice or Public Hearing is required, the vote of endorsement by the Planning Commission is not advisory, and does not require approval by the Governing Body, however, the Final Plat shall be sent to the Governing Body for approval of all easements and dedications of land for public purposes. The Governing Body needs to examine the Replat to ensure conformance with all City Road standards, offers of dedication and financial assurance.

Within 30 days the Governing Body must either resolve to accept the Plat, require modifications to conform to development standards and polices, return the Plat to the Planning Commission for modification, or refuse its acceptance. If the Governing Body returns the Plat to the Planning Commission with refusal, the reason shall be set forth in writing.

If the Replat is refused because of failure to adhere to road standards, or if offers of dedication would be contrary to public policy, the matter has reached closure, and the Plat may not be filed.

If the Replat is approved, the appropriate Governing Bodies must sign the Replat. The applicant then has 120 days to secure all staff signatures (which denote "complies with all requirements"), a certificate of title is needed and then the Replat can be filed with the Register of Deeds.

This Replat is available in my office for review if you have questions.

A handwritten signature in black ink, appearing to read "William Ruff".





**Preliminary Scoping Costs**  
**Lot Development | Sanitary Line Extension**  
**Brauchi Heights - Marysville, KS**

21-Nov-23  
Rev. 0  
Page 1

*Scope of Work: These presented costs do not form an actual Opinion of Probable Cost (OPC) but were developed exclusively for discussion purposes to enable the City to begin developing an idea of the magnitude for the costs that a project such as this could involve. To properly develop an actual OPC, an engineering study must be performed to identify the actual needs, quantities and requirements necessary for the specific project. The quantities were developed using aerial photos from online sources and unit costs are adjusted averages associated with previous work. Assumptions for these scoping costs connecting to existing manhole, installing 8" sewer main line, a new standard manhole and one drop manhole. These costs do not include rock excavation if encountered during construction. An estimated \$6k - \$10k could potentially be added to the construction cost if rock is encountered during construction.*

Item No.	Description	Est. Quan.	Unit	Unit Cost	Amount
1	Mobilization	1	LS	\$ 5,000	\$ 5,000
2	8" SDR 26 PVC Gravity Sewer	550	LF	\$ 50	\$ 27,500
3	Precast Manhole, Standard (Depth: 6' - 8')	1	EA	\$ 7,000	\$ 7,000
4	Precast Manhole, Drop (Depth: 12' - 15')	1	EA	\$ 10,700	\$ 10,700
5	Connection to Existing Manhole (Depth: 6')	1	EA	\$ 1,300	\$ 1,300
Subtotal Const Cost:					<b>\$ 51,500</b>
<b>Other Construction Costs:</b>					
6	Construction Staking (~1 %)	1	LS	\$ 515	\$ 515
7	Traffic Control (~1 %)	1	LS	\$ 515	\$ 515
8	Misc, seeding (~5%)	1	LS	\$ 2,575	\$ 2,575
Subtotal Other Construction Costs:					<b>\$ 3,605</b>
<b>Total Construction Cost:</b>					<b>\$ 55,105</b>
<b>Other Costs:</b>					
9	Design Engineering				\$ 7,200
10	Construction Observation				\$ 6,800
Total Other Costs:					<b>\$ 14,000</b>
<b>Preliminary Project Cost:</b>					<b>\$ 69,105</b>
<b>Potential CDBG Grant Amount:</b>					
<b>Community Matching Funds:</b>					<b>\$ 69,105</b>

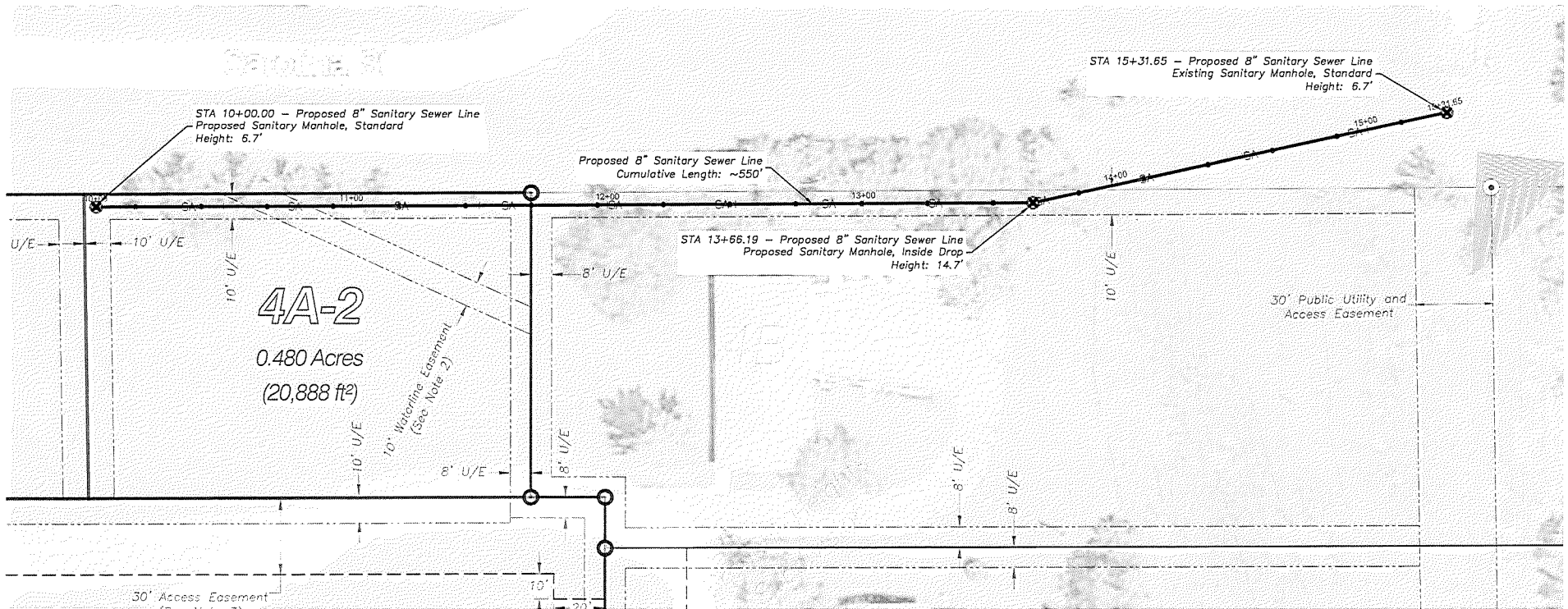
These costs are for discussion purposes only. Construction costs could be higher or lower.

For hitting Rock  
150% of 79,000

10,000
79,000
89,000

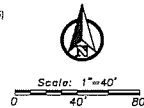
118,500

# Proposed Sanitary Sewer Line



### LEGEND

- Found Monument (1/2" Iron pin with yellow plastic cap, COHORST #6691)
- Found Monument (1/2" Iron pin with pink plastic cap, PESCHEL #1385)
- Found Monument (1/2" rebar with pink plastic cap, CES GROUP #155)
- Set Monument (1/2" x 30" rebar with pink plastic cap, CES GROUP #155)
- ⊗ Calculated Corner (Nothing Set)
- ⊙ Sanitary Manhole
- +— Measured Distance and / or Bearing
- Proposed 8" Sanitary Sewer Line
- Surveyed Tract Boundary
- Lot Line
- - - Access Easement Line
- - - Building Setback Line
- - - Utility Easement Line



**CES ENGINEERS ARCHITECTS SURVEYORS**

405 Franklin, Manchester, NH 03101-2116  
Date: 11/10/2022 | Surveyed By: rrp | Detailed By: Gak | Checked By: rrp | W.D.# 223488



P.O. Box 388  
MARYSVILLE, KANSAS 66508  
785-562-2186

November 21, 2023

Cindy Holle  
City of Marysville  
209 N 8<sup>th</sup>  
Marysville, Ks 66508

Cindy,

Spencer-Walcott Properties LLC has the funds available to complete the sewer project on property located north of Highway 36 and east of 20<sup>th</sup> Street in Marysville. The funds exceed the \$118,500.00 required to complete the project.

If you have any questions, please contact me at 785-562-2186.

Sincerely,

Dennis J. Cashier  
President

---

MAIN BANK  
800 Broadway  
Marysville, KS 66508  
785-562-2186

BRANCH BANK  
124 E. Commercial  
Waverly, KS 66548  
785-363-2521

BRANCH BANK  
101 W. North Street  
Hanover, KS 66945  
785-337-2224

BRANCH BANK  
800 Center  
Marysville, KS 66508  
785-562-2388

## **City of Marysville**

To: Governing Body

Date: 11/21/23

Re: Highway 36 Manhole Project

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The bids for the Highway 36 manhole project are attached as discussed at the last council meeting. Interim City Administrator Pederson will present a cost analysis for the sewer projects.



## **WASTEWATER/STORM SEWER PROJECT FUNDING**

On November 13, the City Council was presented with a bid tabulation and recommendation to award the HW 36 Manhole Addition Project to Smoky Hill, LLC. of Salina, KS. Action on the item was tabled given the lack of information on the means of funding of the project given other projects both underway and under consideration. As you know, the Sanitary Sewer Enterprise Fund is responsible for paying for capital maintenance and improvements for both the sanitary sewer system as well as the storm water systems in Marysville.

While the Manhole Addition Project bid appeared on that Agenda with a recommendation by the Project Engineer to approve the lowest bid, no detail was presented regarding how the project would be funded. It is my purpose here to pull together information regarding ALL of the projects currently in front of the City that require money from that Fund, and to illuminate the present ability of that Fund to meet the expense of those projects.

**Background.** Decisions to conduct capital improvement projects typically include the determination of need, the availability of funding, and the prioritization of projects when overall project(s) costs exceed available financial resources. I have attempted to pull information together to assist the Council with the decision on awarding the Manhole Addition Project based upon these considerations. This requires a review of the financial resources currently available for the various sanitary sewer and storm sewer projects with a look ahead to the future financial health of the Sanitary Sewer Enterprise Fund.

Funding for both sanitary sewer and stormwater capital projects comes primarily from customer fees associated with the collection and treatment of wastewater. There is, at present, no dedicated source of revenue for maintenance and expansion of the City's stormwater system.

The sanitary sewer rate structure has historically generated annual revenue sufficient to fund some level of capital replacement and improvement of the collection and treatment systems. Additionally, the Fund makes a cash transfer to the Sewage Replacement Fund, where monies accumulate for use for non-routine needs. That annual transfer into that Fund was \$100,000 for the years of 2019-2022, however it was reduced to \$50,000 for the budget years of 2023 and 2024. The Sewer Revenue Fund ended Fiscal Year 2022 with an unencumbered cash balance of \$452,429., and as of the last day of October this year contained \$499,839. The Sewer Replacement Fund at present contains a balance of \$780,507, approximately \$499,000 of which originated from the American Rescue Plan Act.

Operational revenue for the Sewer Fund, primarily attributable to user charges, has been relatively flat for several years. Total revenue for the year 2018 was \$771,962, while for Fiscal Year 2022 it was \$752,857. Normal operation and maintenance costs of the system appear to have to increased marginally over this period due to normal inflation and the impact of COVID, with the exception of personnel costs on the collection side where it remains at the 2018 level despite significant fluctuations upward and downward over that period. As previously noted, the annual non-operational costs (debt, tort, transfers out) has reduced over the period primarily due to the decrease in the transfer to the Sewer Reserve Fund.

A good deal of capital improvement expenditures for the sanitary system, and also for storm water projects, are expensed directly against the Sewer Revenue Fund. Other capital expenditures are made from the Sewer Maintenance Fund using the monies that are transferred in. The amount of capital outlay expenditures from the two Funds varies from year to year, which clearly indicates that “available cash” has been a key determinant in decisions on project scope and timing.

**The “Plan.”** With several projects in front of the Council at the present time, the immediate question is whether sufficient financial resources exist between the two Funds to proceed with each of them. As you know, the Lagoon/Wetland project is under construction with both grant and loan financing having been secured from the State of Kansas. The next project for which a decision is needed is the Manhole Addition Project, which will cost \$413,830 for construction. A cost projection is being prepared for a solution to the Nordhus Motors storm sewer problem. The final stage of the sanitary sewer cured-in-place has been tentatively included in the upcoming 2024 budget at a projected cost of \$300,000. And lastly, there has recently come under discussion the matter of replacing faulty sewer mains at four locations at a projected cost of \$378,000.

**Financial Projections.** The Lagoon and Wetland project that is currently underway, is projected to cost \$3,474,000, inclusive of engineering design & inspection fees. To date, \$240,800 has been spent (for engineering design), and invoices will soon be arriving since the contractor is on site and working. The City has secured a CDBG grant for \$600,000, an SRF loan for \$3,187,000, and has designated for use the aforementioned ARPA monies in the Sewer Replacement Fund. Thirty percent of the SRF loan is forgivable. Clearly there is sufficient funding in place for this project, however decisions remain to be made regarding the mix of borrowing and use of ARPA funds.

If all of the ARPA Funds were to be used, it appears that the SRG borrowing would need to be in the neighborhood of \$1.5m, after the 30% loan forgiveness. This would result in a 20-year annual debt service payment of approximately \$85,000 per year. By the time that loan repayment begins, the current \$49,000 annual debt service payment for the Breeding Hts. Sewer project will cease. Additionally, after 2027 the annual payment of \$86,400 for the Vac Truck will be completed. With this scenario, the annual debt payment obligation of the Sewer Revenue Fund

will actually reduce by \$50,000 per year after 2027. Using all of the ARPA funds in this manner reduces the balance in that Fund to \$381,000.

The Manhole Addition project requires the use of existing Fund monies in order to proceed. Because the Sewer Replacement Fund exists only to accumulate monies for project expenses, all monies in it are available for this project. Conversely, the Sewer Revenue Fund is an Enterprise whereby all operation and maintenance expenditures flow through and (despite the best effort in budgeting) unforeseen expenditures need to be allowed for. Hence, the total cash balance in the Sewer Revenue Fund is not available for project expenditures. Retaining \$200,000 for cash flow needs reduces the available money in that Fund for use for capital projects to \$299,839. For now, we will not address the issue of whether or not additional cash in that Fund should be retained for large and unforeseen expenditures.

Combining the amounts of \$381,000 and \$299,829 leaves approximately \$680,000 available for other projects. Construction cost for the Manhole Addition project is \$413,830, with project observation fees projected to be an additional \$30,000 for a total remaining (after engineering design fees) of \$443,830. Clearly, this project could proceed now using funds on-hand. Doing so would result in the available (combined) funds being reduced to approximately \$236,000.

The other three projects referenced earlier (Nordhus, cured-in-place, and private line replacement) combined cost far exceeds that amount of money, obviously. What is unknown at present is how much money the Sewer Revenue Fund is currently generating to increase the amount of money available for these projects. As previously mentioned, only \$50,000 per year is currently projected to be available to transfer to the Sewer Replacement Fund. The million-dollar question is, "is the Sewer Revenue Enterprise Fund generating money into reserves beyond what is transferred out to the Replacement Fund?"

**Considerations.** Cost for the three remaining projects could reach \$1m.

Available funds on hand could perhaps finance one of the three projects. However, to do so would essentially deplete the existing reserves in the two Funds, not withstanding any growth in the Sewer Reserve Fund. More analysis needs to be done to make an accurate projection on this, however at this stage it appears that little growth in reserves will occur without some intervention.

Under the present Lagoon Project Funding scenario, annual debt payments for the Sewer Revenue Fund will decrease, which may allow for reserves to grow. An option to the full use of the ARPA reserves for that project, however, is to borrow more money to retain all or part of those reserves for project funding which would result in a higher borrowing and a higher annual debt service payment. With the SRF borrowing cost being only 1.2%, the City should consider the advantage of maximizing the use of that low-cost source of project money that is available at this time. Borrowing additional money for the lagoon project will also result in lower overall costs to the City for the project, as 30 percent of what is borrowed will be forgiven by the state.

Should the Council consider the Manhole Addition Project to be of equal or higher priority than the other projects for which funding has not been identified, it could proceed with it while also proceeding with an in-depth analysis of the financial condition of the Sewer Revenue Revenue Fund. I would recommend a full-rate study to determine if the present revenue base is sufficient to meet all obligations including the capital needs of the storm sewer system. Other means of financing storm water improvements can also be considered, including the possibility of implementing a storm-water maintenance fee in conjunction with creating a storm water utility.

Respectfully, Jeff Pederson

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
<b>BASE BID</b>												
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
<b>TOTAL BASE BID</b>						<b>\$424,483.00</b>	<b>\$601,837.40</b>	<b>\$413,830.00</b>	<b>\$698,163.92</b>			
<b>% of LOW BID</b>						<b>102.57%</b>	<b>145.43%</b>	<b>100.00%</b>	<b>168.71%</b>			

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:

<b>Addendum Number</b>	<b>Addendum Date</b>
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
<b>TOTAL</b>						<b>\$ 413,830.00</b>

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

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 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](mailto: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](mailto: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 8<sup>th</sup> 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:

<b>Addendum Number</b>	<b>Addendum Date</b>
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
<b>TOTAL</b>					<b>\$</b>	<b>698,054.02</b>



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 <sup>th</sup> 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:

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

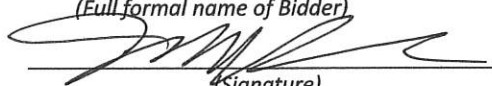

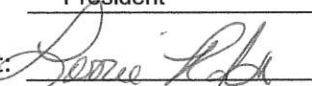
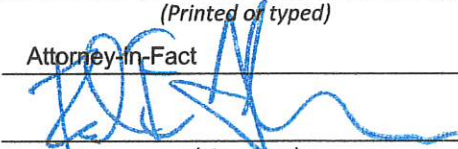
Address: P.O. Box 218  
Goddard, KS 67052

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>
<b>TOTAL</b>					\$	<u>601,837.40</u>

## BID BOND (PENAL SUM FORM)

<p><b>Bidder</b></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><b>Surety</b></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><b>Owner</b></p> <p>Name: <b>City of Marysville</b></p> <p>Address <i>(principal place of business)</i>:</p> <p><b>209 N. 8<sup>th</sup> Marysville, KS 66508</b></p>	<p><b>Bid</b></p> <p>Project <i>(name and location)</i>:</p> <p><b>Highway 36 Manholes Addition Marysville, Kansas</b></p> <p>Bid Due Date: November 2, 2023</p>
<p><b>Bond</b></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: 80px;"><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.

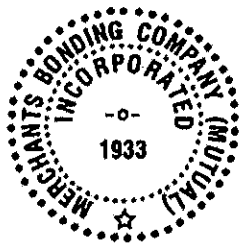
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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

## City of Marysville

To: Governing Body

From: Cindy Holle, City Clerk

Date: 11/20/23

Re: EMPLOYEE GIFT CERTIFICATES – FULL TIME EMPLOYEES

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Does the Council wish to give \$75 gift certificates as in the past to full-time employees? The total amount of gift certificates would be \$2,400.00. These are given in Chamber Bucks so it takes a while for the Chamber to print them.



**NOVEMBER 27, 2023 -----ORDINANCE NO. 3810**

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:

FUND		
100	GENERAL	\$ 80,614.63
200	WATER REVENUE	49,729.69
300	SEWAGE REVENUE	110,576.29
405	SEWAGE REPLACEMENT	4,447.25
411	SPECIAL IMPROVEMENT	8,693.50
512	LIBRARY REVOLVING	11,398.52
707	KOESTER BLOCK MAINTENANCE	1,228.42
711	EMPLOYEE BENEFIT	32,817.71
715	TRANSIENT GUEST TAX	5,385.59
800	SALES TAX	<u>147,163.59</u>
	TOTAL ORDINANCE	\$ 452,055.19

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

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Time: 1:19 pm

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ACME PLUMBING	2268	UNHOOK WALK IN FREEZER-KOESTER REST&REPAIRS AT APARTMENT	0	00/00/0000	133.49
				Vendor Total:	<u>133.49</u>
AFLAC INC	2918	VISION INSURANCE PREMIUM-NOV EMPLOYEE WITHHELD	0	00/00/0000	244.81
				Vendor Total:	<u>244.81</u>
AIR & FIRE SYSTEMS	2482	ANNUAL FIRE EXTINGUISHER MNT & TEST/REFILL 15 SCBA BOTTLES	0	00/00/0000	1,499.90
				Vendor Total:	<u>1,499.90</u>
BLUE CROSS BLUE SHIELD INSUR	0091	HEALTH INSURANCE PREMIUM DECEMBER + Dental	0	00/00/0000	41,447.80
				Vendor Total:	<u>41,447.80</u>
BLUE VALLEY TRAILERS INC	2626	LEAF SPRING FOR SMALL MOWER TRAILER	0	00/00/0000	110.00
				Vendor Total:	<u>110.00</u>
BOLTON & MC NISH LLC	1688	LEGAL SERVIC-SEPTEMBER & OCTOBER	0	00/00/0000	1,470.00
				Vendor Total:	<u>1,470.00</u>
BOND & INTEREST ACCOUNT #1	0066	TRANSFER-WATER TOWER PROJECT	0	00/00/0000	13,250.00
				Vendor Total:	<u>13,250.00</u>
BOND & INTEREST ACCOUNT #1A	332	TRANSFER-LAGOONS	0	00/00/0000	4,115.00
				Vendor Total:	<u>4,115.00</u>
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	1,250.00
				Vendor Total:	<u>1,250.00</u>
CENTURY BUSINESS SYSTEMS	2009	SAVIN COPIER AT POLICE DEPT ADDITIONAL COLOR COPIES-NOV	0	00/00/0000	46.94
				Vendor Total:	<u>46.94</u>
CES GROUP P.A.	0172	Engineering Services - 11th Rd, Flush Tank Project, + Center St Sewer by DOT	0	00/00/0000	23,921.00
				Vendor Total:	<u>23,921.00</u>
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #687	51458	11/15/2023	50,786.97 H
				Vendor Total:	<u>50,786.97</u>
COLUMN SOFTWARE PBC	2923	NOTICE OF HEARING 302 ALSTON PEPC DAYCARE USE PERMITTED	0	00/00/0000	81.63
				Vendor Total:	<u>81.63</u>
COMMERCE BANK-COMMERCIAL (	2055	DIGITAL CAMERA,SWEATSHIRTS,GAS, FRAME,COINS,TRAVEL EXP,ETC	51460	11/16/2023	4,068.60 H
				Vendor Total:	<u>4,068.60</u>
DARRIN'S AUTO REPAIR	2439	REPLACE BRAKE MASTER CYLINDER #4569	0	00/00/0000	448.22
				Vendor Total:	<u>448.22</u>
DEATH INVESTIGATION TRAINING	2799	CERTIFICATION RETESTING FEE ANNE ESCALANTE	0	00/00/0000	50.00
				Vendor Total:	<u>50.00</u>
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	15,905.90
				Vendor Total:	<u>15,905.90</u>
ELLIOTT EQUIPMENT CO.	2197	CLEVIS, TAILGATE ASSEMBLY #2006	0	00/00/0000	613.12
				Vendor Total:	<u>613.12</u>
EVERGY	1401	ELECTRICITY-KOESTER APT & RESTAURANT	51462	11/16/2023	50.21 H
				Vendor Total:	<u>50.21</u>
FASTSIGNS	2677	50 VINYL LICENSE TAGS FOR UTV/ MTV-2024 YELLOW	0	00/00/0000	91.94
				Vendor Total:	<u>91.94</u>
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	3,333.00

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>3,333.00</u>
FOLEY EQUIPMENT	2171	PINS & TIPS FOR BACKHOE TEETH #2003	0	00/00/0000	177.50
				Vendor Total:	<u>177.50</u>
GALLOWAY, WIEGERS & BRINEGA	0268	COURT LEGAL SERVICES 10/5/23-10/25/23	0	00/00/0000	1,050.00
				Vendor Total:	<u>1,050.00</u>
GEARZONE PRODUCTS	2928	5 POLOS, 5 PAIR PANTS, & EMBROIDERY	0	00/00/0000	674.90
				Vendor Total:	<u>674.90</u>
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	40,333.00
				Vendor Total:	<u>40,333.00</u>
GRAINGER, INC	1234	SAFETY GOGGLES	0	00/00/0000	27.38
				Vendor Total:	<u>27.38</u>
HAUG COMMUNICATIONS, INC	22	3 NEW MOTOROLA HANDHELD RADIOS & 3 REMOTE SPEAKER MICROPHONES	0	00/00/0000	2,424.12
				Vendor Total:	<u>2,424.12</u>
HAWKINS, INC	1493	CHLORINE-WATER PLANT	0	00/00/0000	1,342.35
				Vendor Total:	<u>1,342.35</u>
HILLTOP TIRES LLC	2842	TIRE ROTATION #1567	0	00/00/0000	38.01
				Vendor Total:	<u>38.01</u>
KIP F. HUSE	2929	CLEAN CARPETS AT APARTMENT 909 1/2 BROADWAY	0	00/00/0000	525.00
				Vendor Total:	<u>525.00</u>
INLINE CONSTRUCTION	2321	INSTALL CURB&GUTTER ON N 17TH STREET BY GO CAR WASH	0	00/00/0000	21,347.10
				Vendor Total:	<u>21,347.10</u>
JADWIN CONSTRUCTION & DEVEL	2895	WATER LINE PJT 8TH/ELM-PYMNT 1 PART MOBILIZATION & MATERIALS	0	00/00/0000	77,013.90
JADWIN CONSTRUCTION & DEVEL	2895	FLUSH TANK REPLACEMENT PJT PAYMENT #3	51459	11/15/2023	78,659.55 H
				Vendor Total:	<u>155,673.45</u>
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS	0	00/00/0000	10,483.64
				Vendor Total:	<u>10,483.64</u>
KA-COM, INC.	2030	REPLACED RELAY & BATTERY CELL #1006	0	00/00/0000	396.82
				Vendor Total:	<u>396.82</u>
KANSAS DEPT OF HEALTH & ENVI	689	WATER OPERATOR TEST FEE ANTHONY OLLER CLASS II	0	00/00/0000	25.00
				Vendor Total:	<u>25.00</u>
KANSAS DEPT OF HEALTH	0151	LAB SERVICES-3RD QTR 2023 COLILERT DRINKING WATER, ETC	0	00/00/0000	499.00
				Vendor Total:	<u>499.00</u>
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER RL22DM000217	0	00/00/0000	709.39
				Vendor Total:	<u>709.39</u>
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE OCTOBER	0	00/00/0000	1,381.24
				Vendor Total:	<u>1,381.24</u>
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	2,868.76
				Vendor Total:	<u>2,868.76</u>
STEVEN ALLEN KRAUSHAAR	0974	COURT APPOINTED SERVICES SHANE PRICE	0	00/00/0000	300.00
				Vendor Total:	<u>300.00</u>
WAYNE ALLEN KRUSE	2909	C&T DIRECTOR SALARY PER CONTRACT-NOVEMBER	0	00/00/0000	2,500.00

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>2,500.00</u>
LEFTY'S AUTO REPAIR	1202	OIL CHANGES & SERVICE #1002, 1567, 1003, & 1006	0	00/00/0000	596.77
				Vendor Total:	<u>596.77</u>
LINK MEDIA OUTDOOR	2786	BILLBOARD RENT HWY 24-DECEMBER 11/16/23-12/13/23	0	00/00/0000	210.00
				Vendor Total:	<u>210.00</u>
LOYAL AMERICAN	1935	INSURANCE PREMIUM-NOVEMBER EMPLOYEE WITHELD	0	00/00/0000	91.07
				Vendor Total:	<u>91.07</u>
MARSHALL CO TRANSFER STATIC	664	LANDFILL FEES-TRASH FROM DUMP, OLD FIRE ST,APT,BLEACHERS,ETC	0	00/00/0000	92.05
				Vendor Total:	<u>92.05</u>
JULIE MARTIN	2698	CLEAN KOESTER APARTMENT 909 1/2 BROADWAY	0	00/00/0000	100.00
				Vendor Total:	<u>100.00</u>
JOHN T. MCNISH	2914	VIDEOGRAPHY SERVICES MONTHLY APRVD 7/24/23	0	00/00/0000	400.00
				Vendor Total:	<u>400.00</u>
MICHAEL TODD & CO INC.	0126	BLUE, GREEN, & WHITE MARKING FLAGS (18,000 TOTAL)	0	00/00/0000	4,204.43
				Vendor Total:	<u>4,204.43</u>
MILLER ELECTRIC	2329	INSTALL CHRISTMAS LIGHTS DOWN- TOWN BUSINESSES-REIMBURSED	0	00/00/0000	14,805.00
				Vendor Total:	<u>14,805.00</u>
MUNICIPAL SUPPLY, INC	579	CLAMPS, SADDLE TEES, & CORP STOPS	0	00/00/0000	3,164.68
				Vendor Total:	<u>3,164.68</u>
NATIONAL SIGN CO, INC	1383	CUSTOM CEMETERY SIGNS-CLEAN UP & DECORATIVE DEVICES	0	00/00/0000	482.04
				Vendor Total:	<u>482.04</u>
NELSON POWER & LIGHT	2339	RPR WIRING-BILLBOARD BEATTIE CORNER&SERVICE CALL GENERATOR	0	00/00/0000	211.45
				Vendor Total:	<u>211.45</u>
NEMAHA MARSHALL R E C	1044	ELECTRICITY ST LIGHTS,WELLS, & LIFT STATIONS, + <i>Billboard</i>	51461	11/16/2023	1,872.61 H
				Vendor Total:	<u>1,872.61</u>
NETWORK COMPUTER SOLUTION	2223	BACK UP BATTERY&EQUIPMENT RACK	0	00/00/0000	2,373.96
				Vendor Total:	<u>2,373.96</u>
PACE ANALYTICAL SERVICES INC	2519	WASTE WATER ANALYSIS-OCTOBER	0	00/00/0000	535.90
				Vendor Total:	<u>535.90</u>
PETTY CASH FUND (GENERAL)	0063	POSTAGE MAIL WATER SAMPLES & TITLE FEE-NUISANCE VEHICLE	0	00/00/0000	96.70
				Vendor Total:	<u>96.70</u>
PRAIRIE FIRE COFFEE SYSTEMS	0229	COFFEE-STREET & POLICE DEPT	0	00/00/0000	238.60
				Vendor Total:	<u>238.60</u>
PREMIER GMC	2853	OIL CHANGE #2007	0	00/00/0000	73.00
				Vendor Total:	<u>73.00</u>
PROGRESSIVE MICROTECHNOLO	2227	ANNUAL TECH SUPPORT-EVIDENCE TRACKER 1/1/24-12/31/24	0	00/00/0000	695.00
				Vendor Total:	<u>695.00</u>
RICHARD NELSON REMODELING	2917	EXTERIOR PAINT JOB-ART CENTER RPR BOARDS,CAULK CRACKS&JOINTS	0	00/00/0000	4,600.00

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>4,600.00</u>
SALINA SUPPLY COMPANY	0078	COMPRESSION SLEEVES & NUTS	0	00/00/0000	18.14
				Vendor Total:	<u>18.14</u>
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	4,165.00
				Vendor Total:	<u>4,165.00</u>
TMHC SERVICES, INC.	1907	ALCOHOL/DRUG TESTING, ADMIN FEE & YEARLY CDL QUERY	0	00/00/0000	333.60
				Vendor Total:	<u>333.60</u>
UTILITY SERVICE CO, INC	2511	ROV INSPECTION WATER TOWER ON N 17TH ST-FINAL	0	00/00/0000	2,000.00
				Vendor Total:	<u>2,000.00</u>
WATER UTILITY RESERVE FUND	1989	TRANSFER PER BUDGET	0	00/00/0000	5,000.00
				Vendor Total:	<u>5,000.00</u>
				Grand Total:	<b>452,055.19</b>
				Less Credit Memos:	<u>0.00</u>
				Net Total:	<b>452,055.19</b>
				Less Hand Check Total:	<u>135,437.94</u>
				Outstanding Invoice Total :	<b>316,617.25</b>
	Total Invoices:	<b>73</b>			

## City Council Staff Report

**Subject:** Surplus Property Declaration  
**Author:** Matt Simpson, Chief of Police  
**Department:** Marysville Police  
**Date:** 11/20/2023

### Summary Recommendation:

I am requesting the following property be declared surplus property and sold as described in each item as explained below. Item #1 proceeds will be deposited into special law in accordance with Kansas law. Items #2-7 will be deposited into the general fund.

#### ITEM #1:

A 2007 Ford Mustang, VIN 1ZVFT80N375254260, seized and awarded to the Marysville Police Department by the District Court with the **proceeds being deposited into the special law fund** in accordance with state law, to be sold through PurpleWave online auction.



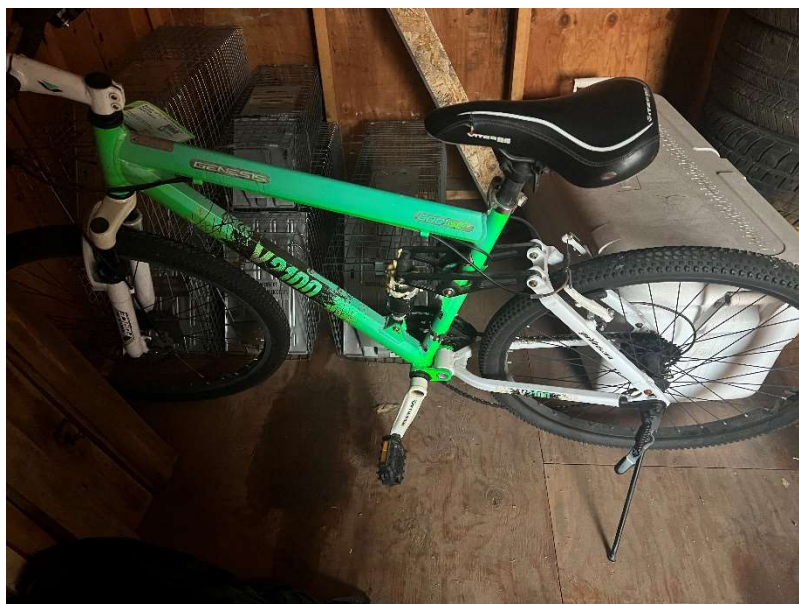
ITEM #2:

A 2016 Ford Explorer, VIN 1FM5K8AR5GGC91815, City Vehicle #1000 with the **proceeds being deposited into the general fund**, to be sold through PurpleWave online auction.



ITEM #3:

A Genesis V2100 bicycle with the **proceeds being deposited into the general fund**, to be sold through PurpleWave online auction.



ITEM #4:

A Honda Express motorized bicycle with the proceeds being deposited into the general fund, to be sold through PurpleWave online auction.



ITEM #5:

An unknown brand motorized bicycle with flat tire with the proceeds being deposited into the general fund, to be sold through PurpleWave online auction.





ITEM #6:

A chrome and red Razor scooter with the proceeds being deposited into the general fund, to be sold through PurpleWave online auction.



ITEM #7:

A Poulan Pro air blower, unknown condition, with the proceeds being deposited into the general fund, to be sold through PurpleWave online auction.





**Danko Emergency Equipment**

PO Box 218  
302 E 4th Street  
Snyder, NE 68664-0218 USA  
Phone: 402-568-2200  
sales@danko.net  
www.danko.net

**Estimate No: 30451**

**Tuesday, November 14, 2023**

Page 1 of 1

*Account Address:*

**Attention:**

**MARYSVILLE, CITY OF**  
209 N 8TH ST  
MARYSVILLE, KS 66508

*Shipping Address:*

**MARYSVILLE, CITY OF**  
209 N 8TH ST  
MARYSVILLE, KS 66508

Ship Via	Shipping Terms	Prices are Valid Until
SALESMEN DELIVERY	Sales Rep Delivery	Tuesday, November 21, 2023

Line #	Part ID:	Description	Qty	Price	Extended
<b>Sales Rep Delivery</b>					
1	HUR274885000-9	HURST R 521 E3 RAM 9AH PACKAGE- (INCLUDES R 521 E3 RAM, (2) 9AH BATTERIES, (1) 110V CHARGER)	1.00	9,650.00	9,650.00
2	HUR271855000-9	HURST SP 555 E3 SPREADER 9AH PACKAGE - (INCLUDES SP 555 E3 SPREADER, (2) 9AH BATTERIES, (1) 110V CHARGER)	1.00	13,750.00	13,750.00
3	HUR272889000-9	HURST S 789 E3 CUTTER 9AH PACKAGE- (INCLUDES S 789 E3 CUTTER, (2) 9AH BATTERIES, (1) 110V CHARGER)	1.00	12,500.00	12,500.00
4	HURPDI	HURST PRE-DELIVERY INSPECTION	3.00	0.00	0.00
5	FRH	FREIGHT HANDLING	3.00	135.00	405.00
6		<p style="text-align: center;"><i>Warranty</i> <i>10 yearson tools</i> <i>3 years on batteries</i></p> <p style="text-align: center;"><del>EWXT 358 Comb Kit</del></p>			

<b>Contact</b>	
Salesperson: Chris Carroll	Sub Total <b>\$36,305.00</b>
Contact Phone:	Tax 58 <b>\$0.00</b>
Email:	Total Price <b>\$36,305.00</b>



Hurst R521 E3 Ram



Hurst SP 555 E3 Spreader



Hurst S 789 E3 Cutter

# AGENDA ACTION FORM

## Marysville City Council

Meeting Date: 11/27/2023

**Title:** Annual Employee Cost of Living Wage Adjustment

\_x\_Motion    \_Resolution    \_Ordinance    \_Other

**Background Information:** For many years it has been the practice of the Marysville City Council to approve a cost-of-living wage increase for employees that takes effect January 1 with the start of the new fiscal year. The City has historically determined the annual COLA wage adjustment with consideration to the change in the annual Consumer Price Index. This year, the change in the CPI for the Midwest Region as reported by the Bureau of Labor Statistics for October is 2.9%. Last year, the City Council approved a COLA adjustment for employees of 6.6% while the CPI increase was 7.4%. The 2024 City Budget was prepared and approved with funding sufficient to enact a CPI for 2024 of up to 5%. Additionally, the 2024 Approved Budget contains appropriations sufficient to continue to fund the City's merit pay program.

**Justification:** A happy and capable workforce is essential to the excellent provision of the vital City services that our public depends upon and enjoys. The annual COLA adjustment helps to maintain the living standard of our employees, and it keeps the City's overall wage scale current and effective in the retention and recruitment of employees.

**Financial Consideration:** Three options for the 2024 COLA adjustment are found in the attached table. The 2024 City Budget provides the ability and authority to implement any one of the options. For your reference, the annual cost increase for each of the three options is contained in the table found in the attachment.

**City Administrator Recommendation:** Like many Cities, the City of Marysville found it impractical to adopt a COLA increase for 2023 that met the CPI change. With a 5% COLA budgeted for 2024, the City is in position to adopt a COLA for 2024 that covers the most recent CPI change as well as makes up for the .8% difference between the CPI and the approved COLA for 2023. Adding that .8% to the 2.9% CPI change would result in a COLA adjustment for 2024 of 3.7%.

**Attachments:** Cost comparison for three COLA options of 2.9%, 3.7%, and 5%.

# Consumer Price Index

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The **Consumer Price Index (CPI)** is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services. Indexes are available for the U.S. and various geographic areas. Average price data for select utility, automotive fuel, and food items are also available.

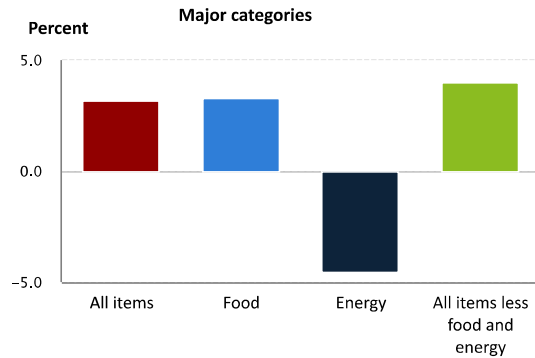
## NOTICES

Research CPI for equivalized income quintile subpopulations [Read More »](#)

The Bureau of Labor Statistics (BLS) is implementing a substantial change to the format of our news releases over the next few years. Our objective is to improve readability, accessibility, and consistency while maintaining our high standard of accuracy. [Read More »](#)

## CHARTS

**12-month percentage change, Consumer Price Index, selected categories, October 2023, not seasonally adjusted**



Source: U.S. Bureau of Labor Statistics.



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## LATEST NUMBERS

# unchanged

Consumer Price Index (CPI): in Oct 2023



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## NEWS RELEASES

### **CPI for all items unchanged in October; shelter up**

11/14/2023

In October, the Consumer Price Index for All Urban Consumers was unchanged, seasonally adjusted, and rose 3.2 percent over the last 12 months, not seasonally adjusted. The index for all items less food and energy increased 0.2 percent in October (SA); up 4.0 percent over the year (NSA).

[HTML](#) | [PDF](#) | [RSS](#) | [Charts](#) | [Local and Regional CPI](#)

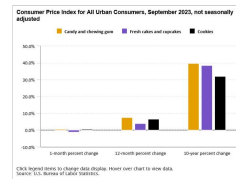
## NEXT RELEASE

November 2023 CPI data are scheduled to be released on December 12, 2023, at 8:30 A.M. Eastern Time.

[read more »](#)

## PUBLICATIONS

### THE ECONOMICS DAILY



### **Candy and chewing gum prices up 7.5 percent from September 2022 to September 2023**

Today is Halloween, a day often associated with pumpkin carving and treats for kids. Stories about the origins

of trick-or-treating vary, but going door to door collecting individually-wrapped pieces of candy and chewing gum grew in popularity during the 1950s. Let's travel back through the Consumer Price Index (CPI) eyeing this sweet, less spooky, side of Halloween. [read more »](#)

1 2 3 4 5

U.S. BUREAU OF LABOR STATISTICS Division of Consumer Prices and Price Indexes Suite 3130 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone: 1-202-691-7000 [www.bls.gov/CPI](http://www.bls.gov/CPI) [Contact CPI](#)

2024 Cost of Living Increase										
Current Cost								Cost of Increase		
Department	Hourly Wage		Scheduled Hours	Salary	FICA	KPERS	Total	5%	2.9%	3.7%
Admin			10400	\$317,387	\$24,280	\$30,501	\$372,168	\$18,608	\$10,793	\$13,770
Police			21060	\$534,430	\$40,884	\$51,359	\$626,673	\$31,334	\$18,174	\$23,187
Street			19812	\$315,619	\$24,145	\$30,331	\$370,095	\$18,505	\$10,733	\$13,694
Parks/Cemetery			14560	\$228,176	\$17,455	\$21,928	\$267,559	\$13,378	\$7,759	\$9,900
<b>General Fund Total Increase</b>								\$81,825	\$47,458	\$60,550
Water/Sewer			16640	\$337,917	\$25,851	\$32,474	\$396,241	\$19,812	\$11,491	\$14,661