

**AGENDA
REGULAR MEETING
December 27, 2022
7:00 p.m.**

**CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL**

- 1. APPROVAL OF MINUTES** – Regular Meeting: Dec 12, 2022. Page 02
Rescheduled Regular Meeting: Dec. 13, 2022. Pages 03-07

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. NOTICES AND HEARINGS

4. BUSINESS AND DISCUSSION ITEMS

1. Economic Development Property, 1507 South St
Request - Richard & Sindy Snyder Pages 08-11
2. Handling of Lake & 1040 PX Hwy Property – Kris Schrater Page 12
3. 1040 PX Hwy Property – Debra Schrater Page 13
4. Marysville CC Lake Condemnation – 1042 PX Hwy – Vallery Prell Page 14
5. Marysville CC Lake Condemnation – 1042 PX Hwy – Steve Prell Page 15
6. Ord. 1916 – Employee Handbook Page 16

5. CONSENT AGENDA

1. 2023 Marysville Ambulance Contract Pages 17-19
2. Marysville Chamber Main Street Agreement Pages 20-23
3. Infill Housing Revitalization Plan Pages 24-36
4. Neighborhood Revitalization Plan Pages 37-50
5. Partnership for Growth Membership Pages 51-52
6. Renew State of Ks Fishing Access of Agreement Pages 53-63

- 6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3787** Pages 64-68

7. STAFF REPORTS

1. City Administrator Page 69
2. 2023 Proposed Wage Scale Page 70

8. STANDING COMMITTEE REPORTS

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

9. APPOINTMENTS & WAGE DETERMINATION

1. **Convention & Tourism Board** –
Elizabeth O’Roke, Jan. 1, 2023, thru Dec. 31, 2025 Page 71
2. **Annual Appointments**
Municipal Judge – *John McNish*
City Prosecutor – *Megan Voracek*
City Attorney - *John McNish*
Fire Dept – *Don Ballman, Chief; Joe Pils, Deputy Chief; Asst. Chief, Alex Rombeck*
Jan. 1, 2023, thru Dec. 31, 2023. Page 72

10. CITY ATTORNEY/EXECUTIVE SESSION

1. Ord. 1917 - Marysville Country Club Lake Pages 73-76
2. Charter Ord – Court Costs Pages 77-78

**11. ROUNDTABLE DISCUSSION
ADJOURNMENT**

Regular Meeting
City Hall, Marysville, Kansas-December 12, 2022

Members of the Governing Body of the City of Marysville could not conduct a regular session at 7:00 p.m. on the date and place noted above with Mayor Barnes in the chair. City Administer St. John and City Clerk Holle were also present.

The following council members: Snellings, Goracke, Price, and Behrens were present. A quorum was not present. Council members Frye, Keating, Beikman, and Throm were absent.

The meeting will be rescheduled.

Cindy Holle
City Clerk

Rescheduled Regular Meeting
City Hall, Marysville, Kansas-December 13, 2022

Members of the Governing Body of the City of Marysville were called to order in a rescheduled regular session at 7:30 p.m. on the date and place noted above with Mayor Barnes in the chair. City Administer St. John, City Attorney McNish and City Clerk Holle were also present.

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

The minutes from the November 28th regular meeting were presented for approval. CM Throm moved; CM Behrens seconded to approve the minutes as presented. Motion carried by 6-0 voice vote.

PUBLIC COMMENTS:

1. **INTERMODAL CONTAINERS.** Vicky Gross, 301 Carolina, Ward 3 addressed the Council concerning intermodal containers to be placed in residential areas of the city. Vicky reported the Planning and Zoning Commission has been asked by Council for the last 5 years about intermodal container usage and the P&Z Commission does not recommend the use of intermodal containers in Marysville. Vicky said, “the Planning and Zoning Commission is concerned with the living conditions and growth of Marysville.” Vicky asked the Council to listen to their recommendations. CM Frye responded he thought it could be “good idea” to allow intermodal containers if the regulations are properly structured. Vicky and CM Frye said the regulations regarding intermodal containers should be applied fairly and consistently across the City.
2. **WELCOME SIGN ON S 10TH STREET.** Karen Hughes, 969 Jayhawk Road, Ward 2 addressed the Council asking the welcome sign on the east side of south 10th Street and the Black Squirrel sign on the west side of south remain in place.
3. **INTERMODAL CONTAINERS.** Karen Hughes also addressed the Council suggesting more research be done before a text amendment to the ULDC is considered and the intermodal containers should only be considered as accessory buildings on a lot not a main structure.

BUSINESS AND DISCUSSION ITEMS:

1. **KOESTER HOUSE MUSEUM.** Sharon Kessinger representing the Koester House Museum Foundation put a request in the agenda for the City to repair the heating system in the Museum. She also requested the City develop and print a maintenance schedule for the Museum. A request for a water line on the west side of the property was included. CA St. John reported the plumbers are currently working on the heating at the Museum.
2. **INTERMODAL CONTAINERS.** As requested by the Council, the P&Z Commission presented regulations for changes to the ULDC if intermodal containers are allowed in the City. Council discussed the regulations from the P&Z Commission regarding intermodal containers. The intent of P&Z would be to allow intermodal containers in R-1, R-2 and R-3 as an accessory building only and be a use permitted upon review. The containers in industrial and commercial zones would have different regulations. The changes to the ULDC would require a public hearing and several procedural steps would need to be followed. CM Price moved to accept the regulations for the intermodal containers as written by the P&Z Commission and to move forward with the change to the ULDC, CM Beikman seconded. Motion carried 4-2 with CM Behrens and CM Throm voting no.

3. **KOESTER BLOCK LEASES.** The Koester Block Advisory Board met and suggested the rent for the businesses in the Koester Block be raised by \$25 per month and the apartment rent raised by \$50 per month. The rents have not been raised since 2012. Council asked the leases to be written for one year, the rent would be evaluated earlier in the year in 2023 and a late penalty charged for rent not paid on time. CM Frye moved to raise the rent by \$25 per month at all properties in the Koester Block except the apartment which will be increased by \$50 per month. There will be a 5% penalty assessed on all rent not paid on time. CM Throm seconded. Motion carried 5-1 with CM Beikman voting no. The rents for 2023 will be as follows: 901 Broadway, (Reflections) \$645 per month; 905 Broadway, (Pony Express Tanning & Trading Co.) \$400 per month; 907 Broadway, (H & R Block) \$400 per month; 909 Broadway, (A Cut Above) \$325 per month; 911 Broadway, (South Hill Pottery) \$200; 913 Broadway, (The Main Dish) \$200 per month, 908 Elm, (Las Cabanas) \$725; 909 ½ Broadway (Apartment) \$550.
4. **PERSONNEL POLICY CHANGES.** As requested by Council the holidays were adjusted in E-3 section of the proposed Personnel Policy Handbook to add Christmas Eve and birthdays as city holidays. Birthdays are considered as a personal holiday with no overtime to be paid on a birthday holiday in any department and the employee would not be scheduled to work that day. This policy change will be approved when the entire handbook is approved at the next meeting.
5. **PERSONAL PROTECTIVE EQUIPMENT.** An addition to the Personnel Handbook was presented as suggested by KMIT and the Safety Committee. This policy outlines the City's intent to define and require personal protective equipment for employee safety. The Council agreed to adding the PPE policy to the Personnel Policy which will be approved as a whole at the next meeting.

NOTICES AND HEARINGS:

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

1. CMB License renewals for 2023 are as follows: Astro 3 Theatre; Bite Me BBQ; Casey's General Store; CJ Express; CJ Express #2; Dollar General; Pizza Hut; Wal-Mart.
2. Varney & Associates Engagement Letter for year 2 of their contract to complete the 2022 audit.
3. City Clerk's Report for November showed \$23,394.94 collected in receipts with a like amount being deposited with the City Treasurer.
4. Cash balances in funds as of November 30, 2022, were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through November 2022 showed unadjusted accumulated revenues in the General Fund of \$2,787,498 or 108% of budget; Water Revenue Fund, \$832,851 or 93% of budget, Sewer Revenue Fund, \$1,103,658 or 144% of budget. Unadjusted statement of expenditures in the General Fund totaled \$2,727,870 or 94% of budget, Water Revenue Fund, \$890,460 or 66% of budget, and Sewer Revenue Fund, \$905,300 or 84% of budget.

5. The Municipal Judge's Report for November showed \$4,644.59 being deposited with the City Treasurer and \$235.00 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

APPROPRIATIONS ORDINANCE NO. 3786

1. Claims against the funds of the City were submitted for Council consideration as follows:
General Fund, \$128,894.56; Water Revenue Fund, \$24,091.69; Sewage Revenue Fund, \$15,655.53; Airport Revolving Fund, \$20,385.00; Economic Development Fund, \$1,573.50; Library Revolving Fund, \$6,981.31; Swim Pool Sales Tax, \$2,807.41; Koester Block Maintenance, \$4,659.56; Employee Benefits, \$39,126.26; Transient Guest Tax, \$5,269.72; Sales Tax Improvements, \$220,693.39; making a total of \$470,137.93.
2. An appropriations ordinance was introduced and considered to honor claims against the funds of the City as audited by the Finance Committee. CM Throm moved; CM Behrens seconded to approve the appropriations ordinance totaling \$470,137.93.
3. Motion to approve the appropriations ordinance carried by 6-0 roll call vote. City Clerk Holle assigned Ordinance No. 3786.

STAFF REPORTS:

CITY ADMINISTRATOR:

1. **GATEWAY WELCOME SIGN.** CA St. John said he had met with KDOT about the placement of the wayfinding signs and the welcome sign. KDOT had some concerns with the placement of some of the wayfinding signs and CES will update plans to accommodate those concerns. KDOT would not approve the placement of the new welcome sign on S 10th Street in the same location as the current welcome sign. After Council discussion, CM Throm moved, CM Behrens seconded to place the new welcome sign on the west side of 10th Street and north of Jackson on City property and move the "Black Squirrel City" sign to the entrance of the City Park. Lighting options will be researched. Motion carried unanimously.
2. **VACATION BUYBACK POLICY.** CA St. John presented a vacation buyback policy. It incorporates minimum usage of vacation with vacation buyback allowed once a year and a requirement to keep a minimum number of hours in the employee's vacation account. CA St. John reported the employees were not in favor of the policy. CM Throm moved, CM Beikman seconded to approve the Vacation Buyback Policy. Motion failed 1-5 with CM Frye, CM Goracke, CM Price, CM Behrens and CM Throm voting no.
3. **12TH ROAD/KEYSTONE RFP.** CA St. John included an engineering RFP for the proposed 12th Road and Keystone Road projects. The engineering firms suggested the City hire a geotechnical company to take samples of the road base. CA St. John said TerraCon has done the core sampling in Marysville on several projects. TerraCon said the sampling would consist of 5 samples on Keystone Rd east of 11th Rd to 11th Terrace and 7 samples on 12th Rd south of Highway 36 and Timber Creek Dr and would cost \$11,500 if the City did the traffic control. This includes testing the core samples. CM Throm asked the samples be taken from the sides of the road not the center. CM Price asked the City to get written permission from the Marysville Township who owns

portions of these roads. The core samples will be 10 feet deep. CA St. John asked to break the RFP into 4 project phases for bids. The main project will be from Highway 36 south on 12th Rd to Hometown Lumber's driveway, Project A will be from Hometown Lumber's driveway to Kiowa Rd, Project B will be from Kiowa Rd to Timber Creek Dr and Project C will be from 11th Terrace west to 11th Rd. CM Price moved, CM Behrens seconded to hire TerraCon to complete geo-tech core samples for \$11,500 with the City supplying traffic control. Motion carried unanimously.

4. **2023 COST OF LIVING RAISES.** CA St. John presented the CPI (Consumer Price Index) from 2021 and 2022, 7.3% and 7.4% respectively. He presented a spreadsheet with several options. After discussion CM Frye moved, CM Throm seconded to give 6.6% cost of living raises to the employees for 2023. Motion carried unanimously.
5. **FINANCIALS.** CA St. John updated the Governing Body on the status of General Fund, Water Revenue Fund, Sewer Revenue Fund and Sales Tax Improvement Fund. A Capital Projects report was also included. We have several projects to complete by the year end.
6. **MUNICIPAL WATER CONSERVATION PLAN.** CA St. John presented an amended Municipal Water Conservation Plan. This plan added some additional management conservation practices. CM Behrens moved, CM Throm seconded to approve the new Municipal Water Conservation Plan A-95 and to repeal policy A-93. Motion carried unanimously.

STANDING COMMITTEE REPORTS:

STREET:

1. **11TH ROAD SOUTH.** CM Throm wants the City to go out for bid on the 11th Rd project in January and to put an end date of Thanksgiving for the project completion.

WATER/WASTEWATER:

1. **LAGOON PROJECT.** CA St. John said BG Consultants was here last week and looked at the old force main pipe which could be reused at least as a casing for the new project to cross the river. KDHE would like the City to design the new lagoon as an 8.8 acres site and BG Consultants will use that recommendation in their plans. At the Council request CA St. John will ask Thaniel from BG Consultants to come and give a progress report to the Council at the 2nd meeting in January.

PARKS & RECREATION:

1. **ENTRANCE GATES AT LAKEVIEW.** CM Throm asked for the gates to be locked at Feldhausen Field and Lakeview Complex as the parks are not used at this time. He also asked about the door on the shed at Lakeview by the batting cage.
2. **LIGHTS ON THE TRAIL IN CITY PARK.** CM Throm reported the lights on the trail through the City Parks south of Walnut Street go on and off intermittently.
3. **LIGHTS ON BROADWAY.** Mayor Barnes said there are some decorative lights on Broadway that need to be replaced.

ADMINISTRATION & FINANCE:

APPOINTMENTS:

CITY ATTORNEY:

EXECUTIVE SESSION: At 9:48 p.m. CM Goracke moved to recess in executive session for consultation with an attorney on matters deemed privileged in an attorney-client relationship about litigation or claims against the city exception KSA 75-4319 (b) (2). This session will include the Mayor, the City Council, the City Attorney, and the City Administrator. The open meeting will resume in the city council chamber at 10:00 p.m. CM Throm seconded. Motion carried 6-0. At 10:00 p.m. council reconvened. Mayor Barnes reported no action was taken during the executive session and the regular session was continuing.

ROUND TABLE DISCUSSION:

- 1. DAYCARE CENTER.** CM Frye asked how the Daycare Center was progressing. CA St. John said the steering committee was handling the arrangements. There will be a public meeting January 11, 2023 at Landoll Lanes at 6:00 p.m. and everyone is encouraged to attend. City Attorney McNish said he is working on bi-laws and a 501C status.

There being no further business, at 10:02 p.m. CM Behrens moved to adjourn, CM Frye seconded. Motion carried unanimously.

Cindy Holle
City Clerk

Dec. 12, 2022

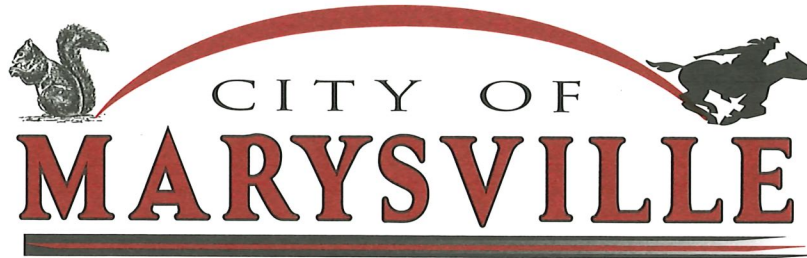
Richard & Cindy Snyder

Request to be on agenda for the next
Council meeting for 12-27-22

Why for payment on demolish

of the property at 1507 South ST.





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

TO: Governing Body

FROM: William Ralph
City Inspector

DATE December 19, 2022

RE: Economic Development for Richard and Sindy Snyder at 1507 South St.

I went down on December 5, 2022, to take pictures of the Economic Development at 1507 South St. There was a Deck still on the property, a pile of metal and lumber beside the little shed and a section of the frame with part of the floor still on it sitting on the property. The original date this project was supposed to be completed by was October 24, 2022. The Council gave them a extension until November 24, 2022. I talked to Richard on December 9, 2022 to inform him that since these items are still on the property that he will have to come to the Council to request payment for the Economic Development. Since talking to him all the items have since been cleaned up.

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





**CITY OF MARYSVILLE, KANSAS
CITY COUNCIL MEETING
REQUEST TO BE PLACED ON THE AGENDA**

Meetings are held on the 2nd and 4th Mondays of each month
(excluding holidays) at 7:00 p.m.

Requests need to be submitted by noon the Wednesday before the meeting.

NAME: KRIS SCHARATER


ADDRESS: 1040 PONY EXPRESS HWY.

CONTACT NUMBER: 785-477-6709

DATE TO APPEAR: 12/27/2022

REASON TO APPEAR/SUBJECT:

TO SPEAK ABOUT THE CITY'S IRRESPONSIBLE
HANDLING OF THE LAKE AND MY LAND!


SIGNATURE

12/20/22
DATE

**CITY OF MARYSVILLE
209 NORTH 8TH STREET
MARYSVILLE, KS 66508
Ph (785) 562-5331 Fax (785) 562-2449**

CITY OF MARYSVILLE, KANSAS
CITY COUNCIL MEETING
REQUEST TO BE PLACED ON THE AGENDA
Meetings are held on the 2nd and 4th Mondays of each month
(excluding holidays) at 7:00 p.m.

Requests need to be submitted by noon the Wednesday before the meeting.

NAME: Debra Schrater

ADDRESS: 1040 Pony Express Highway. Marysville, KS 66508

CONTACT NUMBER: 785-713-1717

DATE TO APPEAR: December 27th 2022

REASON TO APPEAR/SUBJECT:

to speak briefly to the council about my property.

Debra Schrater
SIGNATURE

Dec. 20th 2022
DATE

CITY OF MARYSVILLE
209 NORTH 8TH STREET
MARYSVILLE, KS 66508
Ph (785) 562-5331 Fax (785) 562-2449

CITY OF MARYSVILLE, KANSAS
CITY COUNCIL MEETING
REQUEST TO BE PLACED ON THE AGENDA
Meetings are held on the 2nd and 4th Mondays of each month
(excluding holidays) at 7:00 p.m.

Requests need to be submitted by noon the Wednesday before the meeting.

NAME: Valley Prell

ADDRESS: 1042 Pony express Highway

CONTACT NUMBER: 785-713-1466

DATE TO APPEAR: Dec 27, 2022

REASON TO APPEAR/SUBJECT:

Marysville Country Club Lake - Condemnation
resolution to be adapted on December 27th

Valley Prell
SIGNATURE

12-21-22
DATE

CITY OF MARYSVILLE
209 NORTH 8TH STREET
MARYSVILLE, KS 66508
Ph (785) 562-5331 Fax (785) 562-2449

CITY OF MARYSVILLE, KANSAS
CITY COUNCIL MEETING
REQUEST TO BE PLACED ON THE AGENDA
Meetings are held on the 2nd and 4th Mondays of each month
(excluding holidays) at 7:00 p.m.

Requests need to be submitted by noon the Wednesday before the meeting.

NAME: Steve Prell

ADDRESS: 1042 Pony Express Highway

CONTACT NUMBER: 785-713-2191

DATE TO APPEAR: Dec 27, 2022

REASON TO APPEAR/SUBJECT:

Marysville Country Club Lake - condemnation
resolution to be adapted on December 27th


SIGNATURE

12-21-22
DATE

CITY OF MARYSVILLE
209 NORTH 8TH STREET
MARYSVILLE, KS 66508
Ph (785) 562-5331 Fax (785) 562-2449

(First Published in the Marysville Advocate, Official City Newspaper on
Thursday, January 5, 2023.)

ORDINANCE NO. 1916

**AN ORDINANCE AMENDING ARTICLE FOUR (4) OF
THE ADMINISTRATION SECTION OF THE 2020
CODE OF THE CITY OF MARYSVILLE WITH
REVISIONS AS ADOPTED BY ORDINANCE NO. 1902.**

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

**Section 1. ARTICLE 4 PERSONNEL POLICY AND EMPLOYEE
BENEFITS**

1-401. PERSONNEL POLICY, EMPLOYEE BENEFIT AND GUIDELINES. There is hereby incorporated by reference for the purpose of establishing employee personnel rules and regulations a document entitled “Personnel Policies and Guidelines for the City of Marysville.” No fewer than three copies of said document shall be marked or stamped “Official Copy as adopted by the City of Marysville” and which there shall be attached a copy of this section. Said official copies shall be filed with the city clerk and shall be open to inspection and available to the public at all reasonable hours. All departments of the city shall be supplied with copies of such rules and regulations as may be deemed necessary. The personnel policies and guidelines, employee benefits and job descriptions shall be reviewed by the governing body or designated committee and may be modified or amended from time to time. Any modifications or amendments to such policies and guidelines, employee benefits and job descriptions may be made by resolution duly approved by the governing body. (Ord. 1520; Code 2011; Ord 1796; Code 2020; Ord 1902)

Section 2. Article 4 of the City of Marysville 2020 Code of the City of Marysville, as adopted by Ordinance No. 1902, and all other ordinances or parts of ordinances in conflict herewith, are hereby repealed.

Section 3. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this twenty seventh day of December, 2022.

ATTEST:

JASON BARNES
Mayor

Lucinda Holle
City Clerk

(SEAL)

City of Marysville

To: Governing Body

From: Cindy Holle, City Clerk

Date: 12/19/22

Re: 2023 Contract Renewal with Marysville Ambulance

The City received a proposed contract from Marysville Ambulance Service for 2023. The current contract is for \$162,444 annually. The proposed contract for 2023 will be \$172,188 annually which is a 6% increase.

PROPOSED CONTRACT FOR
MARYSVILLE AMBULANCE SERVICE

This Agreement, made and entered into this _____ day of _____, 20____, between the City of Marysville, Kansas, a Municipal Corporation, hereinafter referred to as “City”, and Bruce’s Body Shop, Inc., d/b/a Marysville Ambulance Service, 410 North Sixth Street, Marysville, Kansas.

1. The parties hereto recognize that the Marysville Ambulance Service has been providing ambulance service for the benefit of the citizens of Marshall County, Kansas since 1967, principally serving the City of Marysville, Kansas, and the surrounding areas, together with transfers to and from the Community Memorial Hospital of Marysville, Kansas, and that it is the desire of the parties hereto to enter into an agreement for such service pursuant to K.S.A. 19-261, *et seq.*, as amended.

2. It is therefore mutually understood and agreed by and between the parties that the City shall pay as base compensation for providing such service during the calendar year payable in twelve (12) equal monthly installments, on or before the 10th day of each month during the calendar year, the following, to-wit:

(a) \$172,188.00 for 2023
Future years to be negotiated on an annual basis

(b) Marysville Ambulance Service presently insures the four ambulances owned and operated by it with full or partial coverage and with a liability limit of \$3,000,000.00 and in addition, is covered for emergency medical services including professional liability with a liability limit of \$1,000,000.00 on each claim with a \$3,000,000.00 annual aggregate. If the annual premium for equal coverage exceeds the annual premium in effect on January 1, 2023, during any of the calendar years in which this contract is effective after 2023, then the base compensation provided under this agreement for such year shall be increased by the amount by which such annual premium exceeds the figure in effect on January 1, 2023, multiplied by .357143, to be paid in a lump sum when the premium is due. If the amount of liability insurance coverage is increased, then the amount by which the premium is increased because of a liability coverage increase shall be absorbed by the service. Copies of insurance policies shall be made available to the City on request.

(c) If during any calendar year this agreement is in existence, the service is required to incur additional expense in order to meet the requirements of Federal or State regulations implemented after January 1, 2023, then and in that event, the base compensation payable for that year shall be increased by the amount by which the service is reasonably required to expend multiplied by .357143. No such expense shall be incurred unless and until the service has given the City fifteen (15) days notice of its need to make the expenditures thus permitting the City to inquire into the need for such expenditure.

3. For and in consideration of the above and foregoing payments, together with the compensation to be received from Marshall County, Kansas, the Marysville Ambulance Service agrees to keep each ambulance operated by it, insured with proper liability insurance, and provide equipment and personnel which meet the current requirements of the rules, regulations and laws of the State of Kansas.

4. It is mutually understood and agreed that the Marysville Ambulance Service may not assign its rights under this agreement without the express written consent of the City, which consent shall not be unreasonably withheld.

5. It is mutually understood and agreed that the Marysville Ambulance Service is not an employee, agent or servant of the City, and that it is at all times acting herein as an independent contractor.

6. It is mutually agreed that this agreement shall remain in full force and effect for a period of one year beginning January 1, 2023, and ending December 31, 2023. Renewal of contract is to be negotiated on an annual basis. Failure on the part of the Marysville Ambulance Service to provide ambulance service in substantially the same manner in which it has in the past, or to comply with the terms of this agreement, shall be grounds for the City to cancel this agreement for cause, provided thirty (30) days notice of intent to cancel for cause has been given. If a corporate officer becomes disabled or is unable to perform their duties, Marysville Ambulance Service will provide six (6) months written notice of intent to terminate the agreement early.

7. Appropriation requirements; approval by governing body of the City of Marysville. Marysville Ambulance Service acknowledges that the City is a municipality subject to constitutional and statutory requirements. Pursuant to K.S.A. 10-1101 *et seq*, the city as a municipality is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality's current budget year or (b) funds made available from any lawfully operated revenue producing source. Further, it is understood that this Agreement must be approved by the governing body of the City of Marysville. In the event sufficient funds are not appropriated for the payment required to be paid under this Agreement and the City has no funds legally available from other sources, then the City may terminate this Agreement and the City shall not be obligated to make payment beyond any amount previously advanced.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Attest:

Printed Name:

(Seal)

The City of Marysville, Kansas

By: _____
Printed Name/Title: _____

Bruce's Body Shop, Inc.
d/b/a Marysville Ambulance Service

By: _____
James L. Keller, President





617 Broadway
PO Box 16
Marysville, KS 66508
785.562.3101

December 15, 2022

Dear Governing Bodies of City of Marysville

The executive committee of the Marysville Chamber and Main Street met on 12/14/2022 and voted to reenter the agreement between the City of Marysville, State of Kansas and the Marysville Chamber and Main Street as agreed upon on December 13, 2021 with the exception of one change as follows:

In section 2a iii, Marysville Chamber and Main Street would like to propose the word "manage" be changed to the word "promote." Chamber and Main Street does not wish to be put in a position to compete with our members in their sales of merchandise. Instead, the Chamber and Main Street wishes to promote member businesses and the merchandise that can be found in their stores.

If this change is agreed upon, the Marysville Chamber and Main Street organization is prepared to sign the agreement for the year 2023.

If you have any questions, please feel free to contact me.

Thank you.

Sincerely,

Stacie Mayer,
Executive Director
Marysville Chamber and Main Street

Agreement

Marysville Chamber & Main Street/City of Marysville

AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Marysville, State of Kansas, hereinafter referred as "City", and the Marysville Chamber & Main Street, a non-profit organization, referred as "Chamber & Main Street". This agreement is effective January 1, 2022 and will expire December 31, 2022, with the option to renew with sixty (60) days written notice.

WHEREAS, the City desires that the Chamber & Main Street will promote, encourage and develop tourism and conventions by managing a Visitors Center in the best interest of the City.

NOW, THEREFORE, in consideration of the premises and covenants herein, the City and Chamber & Main Street do hereby agree as follows:

1. The Chamber & Main Street is engaged as an independent contractor and is not an officer, agent or employee of the City.
2. The Chamber & Main Street will perform the following duties.
 - a. Manage a building, including:
 - i. Greet visitors and group tours.
 - ii. Keep brochure racks updated-local brochures as well as brochures from other areas.
 - iii. Manage Marysville merchandise for sale.
 - b. Collaborate with the City of Marysville Convention & Tourism Committee to:
 - i. Promote local attractions and events.
 - ii. Coordinate group tours.
 - c. Post current information on websites managed by the Marysville Chamber & Main Street and provide links to websites sponsored by the City of Marysville and/or City of Marysville Convention and Tourism Committee.
 - d. Promote and host community events
 - i. Mother's Day Market
 1. Chicken Barbecue benefits the Koester House Museum
 - ii. Big Blue River Days
 1. Brings thousands of people downtown promoting local businesses.
 - iii. Pony Express Gravel Dash
 1. Targets a demographic that brings diversity to Marysville and helping promote local restaurants and hotels
 - e. An advocate for local businesses
 - f. Oversee the economic vitality and design of our historic downtown
3. The City will make quarterly payments of FIVE THOUSAND DOLLARS (\$5,000.00) to the Chamber & Main Street. On the first business day after approval of the appropriations ordinance beginning January 2022, the City shall make said payment to the Chamber & Main Street.
4. It is understood and agreed that either party may terminate this agreement by giving to the other party sixty (60) days notice in writing of said termination.

Agreement

Marysville Chamber & Main Street/City of Marysville

5. The Chamber & Main Street will be open 4 hours a day at the Director's discretion Monday through Friday. The other 4 hours a day will be used for visiting with local businesses. When the Director is not present for the other 4 hours the visitors will have access to their cell or a QR Code provided by Chamber & Main Street.
6. Chamber & Main Street will be closed on Saturday & Sunday. Visitors will have access to a QR Code and Directors Cell.
7. Chamber & Main Street will be closed on Federal Holidays.
8. It is essential that the Chamber & Main Street personnel and board members, the Convention & Tourism Committee and the Director of Convention and Tourism coordinate efforts to promote tourism for the City.
9. The City will be kept informed on upcoming Chamber & Main Street events and will be encouraged to participate.

10. The City will be kept informed on the use of the downtown speakers for Chamber & Main Street events. If another party wants to use the speakers, they are to fill out a form through The City.

11. Force Majeure Clause. Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. In the Unforeseeable event of a future "act of God", both parties will come together in a mutual agreement if either party is unable to perform obligations under this agreement which would become practicably impossible. Such circumstances include without limitations natural disasters or act of God, acts of terrorism, war, breakdown fo communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, epidemics, quarantines, or nation or regional emergencies. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. The parties hereby agree, when feasible, not to cancel but reschedule obligations outlined in the contract as soon as practicable after the force majeure condition ceases to exist.

Dated this 13 day of December 27, 2021.



JASON BARNES

Mayor

ATTEST:
Agreement
Marysville Chamber & Main Street/City of Marysville

Cindy Holle

CINDY HOLLE



Agreed to and accepted this 13 day of December, 2021

MARYSVILLE CHAMBER & MAIN STREET

Katelyn Journeal
Executive Director

Adamson

President

Marshall County, Kansas
Infill Housing Revitalization Plan

Introduction, Purpose and Findings

- Part 1: Legal Description of Infill Housing Revitalization Area
- Part 2: Assessed Valuation of Real Property
- Part 3: Listing of Owners of Record in Area
- Part 4: Zoning Classification and Land Use Map
- Part 5: Capital Improvements Planned for Area
- Part 6: Property Eligible for a Tax Rebate
- Part 7: Criteria for Determination of Eligibility
- Part 8: Contents of Application for Tax Rebate
- Part 9: Procedure for Submission of an Application
- Part 10: Standards and Criteria for Review
- Part 11: Statement Specifying Rebate Formula

PLAN FOR INFILL HOUSING REVITALIZATION
Marshall County, Kansas

General Information

The Infill Housing Revitalization Plan is an economic development strategy. The Infill Housing Revitalization Plan is an additional tool for promoting economic development in Marshall County and is not a replacement for use of Industrial Revenue Bonds, State Enterprise Zone Incentives, Community Development Block Grants or Constitutional Tax Abatements.

BENEFITS OF THE TAX REBATE PLAN

It will provide incentives for housing improvements through property tax refunds.

It does not interfere with current property tax revenues.

The program will create new long-term tax revenue, without creating a fiscal burden for the cities and County.

It will offer incentives for development where development might not otherwise occur.

It will help create jobs because, historically, jobs follow development.

It will help reverse the outward migration of residents and the resulting deterioration of neighborhoods within the County.

It will help stabilize land value.

It will strengthen the fiscal capacity of our city government to grow and serve our area.

It provides a limited window of opportunity for participation, thereby, prompting immediate response.

It will encourage housing, commercial, and industrial development in the city

INTRODUCTION, PURPOSE & FINDINGS

This plan is required by state statute in order to create a *tax rebate program* intended to encourage both reinvestment and improvement of a declining urban area of the community. The components of the plan include establishing the area for improvement by boundaries, examining current condition of the area, identifying the near term and long range proposals for public improvement of the area, and establishing local eligibility criteria and application procedures for the tax rebate program.

Kansas state law provides that any "increment in property taxes resulting from eligible new improvements by taxpayer to property in an *Infill Revitalization Area* may be credited to a fund for the purpose of paying the costs of administration and returning all or a part of the increment to the taxpayer in the form of a rebate. Marshall County shall create a revitalization fund upon adoption of this plan to pay only the costs of administration and provide rebates authorized by this plan.

The purpose of the *Neighborhood Revitalization Plan* is to improve the overall appearance of the community, to enhance neighborhood pride, to better the quality of life for the residents and to encourage reinvestment in the area, which will result in enhanced property values.

The governing body of Marshall County, Kansas has determined that the *Infill Housing Revitalization Area* as hereinafter defined is an area that meets conditions described in Subsection (b) of K.S.A. 1994 Supp. 12-17,114-120 (Appendix A), and has determined that the rehabilitation, conservation and redevelopment of said area is necessary to protect the public health, safety and welfare of the residents of the *Infill Housing Revitalization Area* and Marshall County as a whole.

Marshall County has many blighted areas. Older neighborhoods have houses in need of rehabilitation or replacement. Some properties have deficiencies that are dangerous to residents and neighborhood children. A large number of city streets lack curb, gutter and safe crosswalks.

THE REVITALIZATION AREA

The Revitalization District shall include the areas outlined and approved in the attached city maps. Anyone with questions as to whether or not a certain tract of real estate is subject to the Plan should contact the Marshall County Clerk's office.

CURRENT CONDITION OF THE AREA

Marshall County has many vacant residential lots which are in need of improvement and many dilapidated residential buildings to be removed and rebuilt.

FORMAL PLAN DESCRIPTION

Part 1

Legal Description & Map of the Infill Housing Revitalization Area

All of the area within the boundaries of the participating cities in Marshall County, Kansas as indicated on the attached maps.

Part 2

Assessed Valuation of Real Property

The Assessed Valuation for that area within the Infill Housing Revitalization District as reported by the Marshall County Clerk's Office for 2022 is as follows:

Axtell	
Land	\$ 214,838
Improvements	<u>\$ 2,756,953</u>
TOTAL	\$ 2,971,791

Beattie	
Land	\$ 59,869
Improvements	<u>\$ 1,067,381</u>
TOTAL	\$ 1,127,250

Blue Rapids	
Land	\$ 658,986
Improvements	<u>\$ 3,572,059</u>
TOTAL	\$ 3,931,045

Frankfort	
Land	\$ 210,651
Improvements	<u>\$ 3,820,637</u>
TOTAL	\$ 3,931,045

Marysville	
Land	\$ 2,507,554
Improvements	<u>\$26,972,118</u>
TOTAL	\$29,479,672

Oketo	
Land	\$ 6,804
Improvements	<u>\$ 220,083</u>
TOTAL	\$ 226,887

Summerfield	
Land	\$ 25,815
Improvements	\$ <u>490,105</u>
TOTAL	\$ 515,920

Vermillion	
Land	\$ 22,585
Improvements	\$ <u>231,839</u>
TOTAL	\$ 254,434

Waterville	
Land	\$ 245,055
Improvements	\$ <u>2,983,965</u>
TOTAL	\$ 3,229,020

Part 3

Listing of Owners of Record in Area

Owners of Record, Marshall County, Kansas is available in the Marshall County Appraiser's office.

Part 4

Zoning Classification/Land Use Map, & Future Land Use Map

For questions on zoning in a particular area of Marshall County, contact the local municipality.

Part 5

Capital Improvements Planned for the Area

Currently, there are no planned capital improvements for the Area.

Part 6

Property Eligible for a Tax Rebate

RESIDENTIAL PROPERTY

1. Construction of a new residential structure, including the conversion of all or part of a non-residential structure into a residential structure, may be eligible.
2. In order to be eligible for a tax rebate under the Infill Housing Revitalization Plan, all

property taxes due and payable must be paid in full.

Part 7
Criteria for Determination of Eligibility

1. Use of local contractors and suppliers for construction is strongly encouraged.
2. Construction of an improvement must have been commenced on or after January 1, 2023, the effective date of enactment of the tax rebate program.
3. The minimum investment in a new construction shall be \$25,000.00 for residential.
4. The minimum increase in the real property's tax appraised value shall be \$25,000.00 for rehabilitation or construction of residential.
5. The value or cost of all improvements for new construction shall be exclusive of the demolition cost (if any) and land cost or value.
6. Property eligible and approved under this plan for rebates shall waive any rights to any other tax incentives reducing or refunding the property taxes or exempting any portion of the value of the real property (land and/or improvements) approved for a refund under this program, under any other adopted local program or pursuant to statutory or constitutional authority. Only one approved rebate application or tax exemption shall be allowed for any real property (land and/or improvements) for any tax year(s) where the real property is eligible for a refund under this program.
7. Property eligible and approved under this plan for rebates shall waive any rights to pay taxes under protest for tax year(s) where a refund is being claimed. A taxpayer may appeal a notice of value to the county appraiser, but waives the right to any further appeals for any tax year(s) where a refund is being claimed.
8. Property shall only be eligible for a rebate upon completion, for tax appraisal purposes, of the improvements or construction described in the application. The eligible period shall be open for one (1) year from the start to the finish of the construction project.
9. No interest shall be paid by Marshall County for any period of time that Marshall County retains rebate proceeds prior to disbursement.
10. Tax rebates shall be paid by the Marshall County Treasurer on or after July 1, 2024, and each succeeding year thereafter while the Plan is in effect and the Applicant is eligible for rebate. (2023 real property taxes are due Dec. 20, 2023 {first half} and May 10, 2024 {second half}. See K.S.A. 79-2004).
11. For the purpose of the Plan, all taxes assessed to the Applicant must be paid and current prior to any rebate being sent.

Part 8
Contents of Application/or Tax Rebate

GENERAL INFORMATION

1. Contractors' and Suppliers' names and addresses that will be utilized in the project.
2. Owners Name.
3. Owners Mailing Address.
4. Social Security Number or Federal Tax Identification Number.
5. Parcel Identification Number.
6. Building Permit Number (if required).
7. Address of Property.
8. Legal Description of Property.
9. Day Phone Number.
10. Proposed Property Use.
11. Improvements.
12. Estimated Date of Completion.
13. Estimated Cost of Improvements.
14. Proof of Historical Register Listing.
15. List of Buildings proposed to be or actually demolished.
16. County Appraiser's Statement of Appraised Valuation.

TIME FRAME OF CONSTRUCTION

1. Date of Commencement of Construction.
2. Estimated Date of Completion of Construction.

STATUS OF APPLICATION ELIGIBILITY

1. County Treasurer's Statement of Tax Status.
2. County Clerk's Statement of Application Conformance for Tax Rebate.

Part 9

Procedure for Submission of an Application

1. The Applicant shall obtain an application for Tax Rebate from the Marshall County Clerk.
2. The Applicant shall complete and sign the application and file the original with the Marshall County Clerk.
3. The Applicant shall submit a \$25.00 nonrefundable administrative fee when submitting the application for review to the Marshall County Clerk.
4. The Applicant shall certify the status of the project as of January 1st following the completion, for tax appraisal purposes, of the improvements described in the application.
5. The County Appraiser shall conduct an on-site inspection of the construction project and determine the new valuation of the real estate and shall complete his or her portion of the application and shall report the new valuation to the County Clerk by June 15th. Pursuant to applicable statute dates, tax records on the project shall be revised by the County Clerk's Office.
6. Upon determination by the County Treasurer's Office that the taxes and assessments on the property are not delinquent, the County Clerk shall certify that the project and application does or does not meet the requirements for a tax rebate.
7. Upon the timely payment of all applicable taxes by the Applicant for the initial and each succeeding tax year extending through the specified rebate period, a tax rebate shall be made to the applicant. The tax rebate shall be made from the Revitalization Fund established by Marshall County.
8. The County Clerk shall make periodic reports to the Marshall County Commissioners.
10. Marshall County shall retain a five percent (5) administrative fee for every rebate that is approved. However, in the event that the amount to be rebated to Applicant is under \$25.00, Marshall County shall retain said amount and no rebate shall be mailed to applicant.

Part 10
Standards and Criteria for Review and Approval

1. The property for which the rebate is requested shall conform with all applicable codes, ordinances, resolutions, statutes, and regulations in effect at the time the improvements are made and shall remain in conformance for the duration of the rebate period or the rebate may be terminated at the discretion of the County Clerk.
2. Any Applicant that has delinquent taxes or assessments against his or her property, shall not be eligible for a rebate. If the property becomes delinquent after a rebate has been sent for a previous calendar year, the Applicant shall no longer be eligible for rebate. The Applicant shall not regain eligibility by becoming current on the delinquent tax.
3. The first and all following rebates shall be based on the establishment of the increase or decrease in assessed value on January 1st for tax appraisal purposes, of improvements described in the application, less the five percent (5) administrative fee. The rebate shall be calculated using the mill levy established during subsequent years.
4. The County Clerk shall have the authority and discretion to approve or reject applications based on the eligibility standards and review criteria contained herein. If an applicant is dissatisfied with the County Clerk's decision, a written appeal may be submitted to the Marshall County Commissioners for final determination based on a majority vote.
5. Only the equitable and/or legal property owner (Applicant) shall be entitled to a rebate of the taxes paid by the original property owner (Applicant) made to the County Clerk on or before the date of transfer of the title to the property granted a previously approved rebate.
6. If the *Infill Housing Revitalization Plan* is repealed or the rebate criteria changed, any approved applications shall be eligible for rebates for the remaining term of the rebate provided in the plan.
7. The Applicant may request in writing that an approved rebate application be terminated prior to its normal expiration for any purpose including the purpose of making additional improvements and making a new application as provided in this plan.

Part 11
Statement Specifying Rebate Formula

PROGRAM PERIOD

The Infill Housing Revitalization Fund and tax rebate incentive program shall expire on December 31, 2025. The program will be reviewed at the conclusion of the Plan period, or at any time prior thereto, the Marshall County Commissioners will consider repeal, modifications or other changes to the plan following the procedures required by state law.

Rebate Period

Residential, new construction	10 years
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Rebate Amount*

Year 1-10 (2023-2032)	100
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*ATI rebates are exclusive of a 5% administrative fee to remain in the Neighborhood Revitalization Fund.

IN WITNESS WHEREOF, this Neighborhood Revitalization Plan is adopted this _____ day of December, 2022.

Barbara Kickhaefer, Chairman

Keith Bramhall

Fritz Blaske

ATTEST:

Sandra K. Wilson, Marshall County Clerk

INTERLOCAL AGREEMENT

This interlocal agreement (hereinafter referred to as Agreement) entered into this ___ day of December, 2022, by and between the County of Marshall, Kansas a duly organized municipal corporation, hereinafter referred to as County and the following local taxing subdivision: **City of Marysville.**

WHEREAS, KSA §12-2904 allows public agencies to enter into interlocal agreements to jointly perform certain functions including economic development; and

WHEREAS, KSA §12-17,120 et. seq. provides a program for infill housing program and further allows for the use of interlocal agreements between municipalities to further infill housing; and

WHEREAS, it is the desire and intent of the parties to provide the maximum economic development incentive as provided for in KSA §12-17,119 by acting jointly.

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

1. To adopt a infill housing plan as contained in Exhibit "A", attached hereto and incorporated by reference as though fully set forth herein.
2. That the infill housing plan as adopted will not be amended without the approval of the parties except as may be necessary to comply with any applicable state law or regulation.
3. That the County shall administer the infill housing plan as adopted by each party on behalf of the signatory parties.
4. That the County shall create a infill housing fund pursuant to KSA §12-17,118 for the purpose of financing the redevelopment and to provide rebates. Any increment in property taxes received by the County, the City, The District and the Township resulting from qualified improvements to property pursuant to the infill housing plan shall be credited to the County's infill housing fund.
5. This Agreement shall expire on December 31, 2025. However this Agreement may be extended upon appropriate resolution of the parties. Furthermore, the parties agree that any party may terminate this agreement prior to December 31, 2025, by providing thirty (30) days advance notice; provided however, any application for tax rebate submitted prior to termination shall, if approved, be considered eligible for the duration of the rebate period.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

Approved by:

THE BOARD OF COUNTY COMMISSIONERS, MARSHALL COUNTY, KANSAS

Barbara Kickhaefer, Chairman

Fritz Blaske

J. Keith Bramhall

ATTEST:

Sandra Wilson, County Clerk
Dated: _____

TAXING SUBDIVISION: CITY OF MARYSVILLE

PRINTED NAME: _____
TITLE: _____
DATED: _____

Marshall County, Kansas
Neighborhood Revitalization Plan

Introduction, Purpose and Findings

- Part 1: Legal Description of Neighborhood Revitalization Area
- Part 2: Assessed Valuation of Real Property
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- Part 11: Statement Specifying Rebate Formula

PLAN FOR NEIGHBORHOOD REVITALIZATION
Marshall County, Kansas

General Information

The Neighborhood Revitalization Plan is an economic development strategy. The Neighborhood Revitalization Plan is an additional tool for promoting economic development in Marshall County and is not a replacement for use of Industrial Revenue Bonds, State Enterprise Zone Incentives, Community Development Block Grants or Constitutional Tax Abatements.

BENEFITS OF THE TAX REBATE PLAN

It will provide incentives for housing improvements through property tax refunds.

It does not interfere with current property tax revenues.

The program will create new long-term tax revenue, without creating a fiscal burden for the cities and County.

It will offer incentives for development where development might not otherwise occur.

It will help create jobs because, historically, jobs follow development.

It will help reverse the outward migration of residents and the resulting deterioration of neighborhoods within the County.

It will help stabilize land value.

It will strengthen the fiscal capacity of our city government to grow and serve our area.

It provides a limited window of opportunity for participation, thereby, prompting immediate response.

It will encourage housing, commercial, and industrial development in the city

INTRODUCTION, PURPOSE & FINDINGS

This plan is required by state statute in order to create an *incremental tax rebate program* intended to encourage both reinvestment and improvement of a declining urban and rural area of the community. The components of the plan include establishing the area for improvement by boundaries, examining current condition of the area, identifying the near term and long range proposals for public improvement of the area, and establishing local eligibility criteria and application procedures for the tax rebate program.

Kansas state law provides that any "increment in property taxes resulting from eligible new improvements by taxpayer to property in a *Neighborhood Revitalization Area* may be credited to a fund for the purpose of paying the costs of administration and returning all or a part of the increment to the taxpayer in the form of a rebate. Marshall County shall create a neighborhood revitalization fund upon adoption of this plan to pay only the costs of administration and provide rebates authorized by this plan.

The purpose of the *Neighborhood Revitalization Plan* is to improve the overall appearance of the community, to enhance neighborhood pride, to better the quality of life for the residents and to encourage reinvestment in the area, which will result in enhanced property values.

The governing body of Marshall County, Kansas has determined that the *Neighborhood Revitalization Area* as hereinafter defined is an area that meets conditions described in Subsection (b) of K.S.A. 1994 Supp. 12-17,114-120 (Appendix A), and has determined that the rehabilitation, conservation and redevelopment of said area is necessary to protect the public health, safety and welfare of the residents of the *Neighborhood Revitalization Area* and Marshall County as a whole.

Marshall County has many blighted areas. Many of these areas are located in the downtown business districts. A majority of the downtown business are in disrepair and many of the storefronts are weathered or in need of updating. Sidewalks in the downtown business districts are crumbling, uneven and in need of refurbishment or replacement. Beyond downtown, the other commercial and industrial areas within the county have seen little activity over the last several years. Older neighborhoods have houses in need of rehabilitation or replacement. Some properties have deficiencies that are dangerous to residents and neighborhood children. A large number of city streets lack curb, gutter and safe crosswalks.

THE REVITALIZATION AREA

The Revitalization District shall include the entire area within Marshall County. Anyone with questions as to whether or not a certain tract of real estate is subject to the Plan should contact the Marshall County Clerk's office.

CURRENT CONDITION OF THE AREA

Marshall County has many older houses, which are in need of improvement.

Marshall County's downtown business districts have many old distinctive buildings, which are in need of rehabilitation. The downtown business districts also contain buildings, which are beyond repair. The buildings require demolition and replacement for safety purposes. Street and sidewalk conditions in the downtown areas are deteriorated and in need of repair or replacement. Appropriate crosswalks and safety controls are not present.

Many residential streets lack curb, gutter and storm water drainage systems. This lack of appropriate controls puts citizens in danger.

FORMAL PLAN DESCRIPTION

Part 1

Legal Description & Map of the Neighborhood Revitalization Area

All of the area within the corporate limits of Marshall County, Kansas.

Part 2

Assessed Valuation of Real Property

The Assessed Valuation for that area within the Neighborhood Revitalization District as reported by the Marshall County Clerk's Office for 2022 is as follows:

Land	\$ 82,887,425
Improvements	\$ <u>70,889,467</u>
Total	\$153,776,892

Part 3

Listing of Owners of Record in Area

Owners of Record, Marshall County, Kansas is available in the Marshall County Appraiser's office.

Part 4

Zoning Classification/Land Use Map, & Future Land Use Map

For questions on zoning in a particular area of Marshall County, contact the local municipality.

Part 5

Capital Improvements Planned for the Area

Currently, there are no planned capital improvements for the Area.

Part 6
Property Eligible for a Tax Rebate

RESIDENTIAL PROPERTY

1. Rehabilitation, alterations and additions to any existing residential structure, including alteration of a single-family home into a multi-family dwelling, may be eligible.
2. Construction of a new residential structure, including the conversion of all or part of a non-residential structure into a residential structure, may be eligible.
3. In order to be eligible for a tax rebate under the Neighborhood Revitalization Plan, all property taxes due and payable must be paid in full.

AGRICULTURAL PROPERTY

1. Rehabilitation, alterations and additions to any existing structures used for agricultural purposes, may be eligible.
2. Construction of a structure used for agricultural purposes, may be eligible.
3. In order to be eligible for a tax rebate under the Neighborhood Revitalization Plan, all property taxes due and payable must be paid in full.

COMMERCIAL & INDUSTRIAL PROPERTY

1. Rehabilitation, alterations and additions to any existing commercial or industrial structure used for retail, office, manufacturing, warehousing, institutional or other commercial or industrial purposes may be eligible.
2. Construction of new commercial and industrial structures, including the conversion of all or part of a non-commercial structure into a commercial structure, used for retail, office, manufacturing, warehousing, institutional or other commercial or industrial purpose may be eligible.
3. Improvements to existing or construction of new structures used for public utility or railroad purposes may not be eligible.
4. In order to be eligible for a tax rebate under the Neighborhood Revitalization Plan, all property taxes due and payable must be paid in full.

Part 7
Criteria for Determination of Eligibility

1. Use of local contractors and suppliers for construction is strongly encouraged.
2. Construction of an improvement must have been commenced on or after January 1, 2023, the effective date of enactment of the tax rebate program.
3. Swine confinement facilities, rabbit confinement facilities and poultry confinement facilities are not eligible for the neighborhood revitalization program. See also K.S.A. 79-201 a Second and K.S.A. 79-250.
4. The minimum investment in an improvement shall be \$5,000.00 for existing residential, agricultural, industrial or commercial.
5. The minimum investment in a new construction shall be \$5,000.00 for residential, agricultural, industrial or commercial.
6. The minimum increase in the real property's tax appraised value shall be \$5,000.00 for rehabilitation or construction of residential, agricultural, industrial or commercial property.
7. The value or cost of all improvements for remodeling or new construction shall be exclusive of the demolition cost (if any) and land cost or value.
8. Property eligible and approved under this plan for rebates shall waive any rights to any other tax incentives reducing or refunding the property taxes or exempting any portion of the value of the real property (land and/or improvements) approved for a refund under this program, under any other adopted local program or pursuant to statutory or constitutional authority. Only one approved rebate application or tax exemption shall be allowed for any real property (land and/or improvements) for any tax year(s) where the real property is eligible for a refund under this program.
9. Property eligible and approved under this plan for rebates shall waive any rights to pay taxes under protest for tax year(s) where a refund is being claimed. A taxpayer may appeal a notice of value to the county appraiser, but waives the right to any further appeals for any tax year(s) where a refund is being claimed.
10. Property shall only be eligible for a rebate upon completion, for tax appraisal purposes, of the improvements or construction described in the application. The eligible period shall be open for one (1) year from the start to the finish of the construction project.
11. No interest shall be paid by Marshall County for any period of time that Marshall County retains rebate proceeds prior to disbursement.

12. Tax rebates shall be paid by the Marshall County Treasurer on or after July 1, 2024, and each succeeding year thereafter while the Plan is in effect and the Applicant is eligible for rebate. (2023 real property taxes are due Dec. 20, 2023 [first half] and May 10, 2024 [second half]. See K.S.A. 79-2004).
13. For the purpose of the Plan, all taxes assessed to the Applicant must be paid and current prior to any rebate being sent.

Part 8
Contents of Application/or Tax Rebate

GENERAL INFORMATION

1. Contractors' and Suppliers' names and addresses that will be utilized in the project.
2. Owners Name.
3. Owners Mailing Address.
4. Social Security Number or Federal Tax Identification Number.
5. Parcel Identification Number.
6. Building Permit Number (if required).
7. Address of Property.
8. Legal Description of Property.
9. Day Phone Number.
10. Proposed Property Use.
11. Improvements.
12. Estimated Date of Completion.
13. Estimated Cost of Improvements.
14. Proof of Historical Register Listing.
15. List of Buildings proposed to be or actually demolished.
16. County Appraiser's Statement of Appraised Valuation.

TIME FRAME OF CONSTRUCTION

1. Date of Commencement of Construction.
2. Estimated Date of Completion of Construction.

STATUS OF APPLICATION ELIGIBILITY

1. County Treasurer's Statement of Tax Status.
2. County Clerk's Statement of Application Conformance for Tax Rebate.

Part 9
Procedure for Submission of an Application

1. The Applicant shall obtain an application for Tax Rebate from the Marshall County Appraiser.
2. The Applicant shall complete and sign the application and file the original with the Marshall County Appraiser.
3. The Applicant shall submit a \$25.00 nonrefundable administrative fee when submitting the application for review to the Marshall County Appraiser.
4. The Marshall County Appraiser shall provide proof of the existing appraised valuation of the property to the Applicant at the time of application.
5. The Applicant shall certify the status of the project as of January 1st following the completion, for tax appraisal purposes, of the improvements described in the application.
6. The County Appraiser shall conduct an on-site inspection of the construction project and determine the new valuation of the real estate and shall complete his or her portion of the application and shall report the new valuation to the County Clerk by June 15th. Pursuant to applicable statute dates, tax records on the project shall be revised by the County Clerk's Office.
7. Upon determination by the County Treasurer's Office that the taxes and assessments on the property are not delinquent, the County Clerk shall certify that the project and application does or does not meet the requirements for a tax rebate.
8. Upon the timely payment of all applicable taxes by the Applicant for the initial and each succeeding tax year extending through the specified rebate period, a tax rebate shall be made to the applicant. The tax rebate shall be made from the Neighborhood Revitalization Fund established by Marshall County.
9. The County Clerk shall make periodic reports to the Marshall County Commissioners.
10. Marshall County shall retain a five percent (5) administrative fee for every rebate that is approved. However, in the event that the amount to be rebated to Applicant is under \$25.00, Marshall County shall retain said amount and no rebate shall be mailed to Applicant.

Part 10
Standards and Criteria for Review and Approval

1. The property for which the rebate is requested shall conform with all applicable codes, ordinances, resolutions, statutes, and regulations in effect at the time the improvements are made and shall remain in conformance for the duration of the rebate period or the rebate may be terminated at the discretion of the County Clerk.
2. Any Applicant that has delinquent taxes or assessments against his or her property, shall not be eligible for a rebate. If the property becomes delinquent after a rebate has been sent for a previous calendar year, the Applicant shall no longer be eligible for rebate. The Applicant shall not regain eligibility by becoming current on the delinquent tax.
3. The first and all following rebates shall be based on the establishment of the increase or decrease in assessed value on January 1st for tax appraisal purposes, of improvements described in the application, less the five percent (5) administrative fee. The rebate shall be calculated using the mill levy established during subsequent years.
4. The County Appraiser shall have the authority and discretion to approve or reject applications based on the eligibility standards and review criteria contained herein. If an applicant is dissatisfied with the County Treasurer's decision, a written appeal may be submitted to the Marshall County Commissioners for final determination based on a majority vote.
5. Only the equitable and/or legal property owner (Applicant) shall be entitled to a rebate of the taxes paid by the original property owner (Applicant) made to the County Clerk on or before the date of transfer of the title to the property granted a previously approved rebate.
6. If the *Neighborhood Revitalization Plan* is repealed or the rebate criteria changed, any approved applications shall be eligible for rebates for the remaining term of the rebate provided in the plan.
7. The Applicant may request in writing that an approved rebate application be terminated prior to its normal expiration for any purpose including the purpose of making additional improvements and making a new application as provided in this plan.

Part 11
Statement Specifying Rebate Formula

PROGRAM PERIOD

The Neighborhood Revitalization Fund and tax rebate incentive program shall expire on December 31, 2025. The program will be reviewed at the conclusion of the Plan period, or at any time prior thereto, the Marshall County Commissioners will consider repeal, modifications or other changes to the plan following the procedures required by state law.

Rebate Period

Residential, new construction	3 years
Residential, rehabilitation	3 years
Agricultural, new construction	3 years
Agricultural, rehabilitation	3 years
Commercial, new construction	3 years
Commercial, rehabilitation	3 years
Industrial, new construction	3 years
Industrial, rehabilitation	3 years

Rebate Amount*

Year 1 (2023)	60
Year 2 (2024)	60
Year 3 (2025)	60

*ATI rebates are exclusive of a 5% administrative fee to remain in the Neighborhood Revitalization Fund.

IN WITNESS WHEREOF, this Neighborhood Revitalization Plan is adopted this _____ day of December, 2022.

Barbara Kickhaefer, Chairman

Keith Bramhall

Fritz Blaske

ATTEST:

Sandra K. Wilson, Marshall County Clerk

INTERLOCAL AGREEMENT

This interlocal agreement (hereinafter referred to as Agreement) entered into this ____ day of December, 2022, by and between the County of Marshall, Kansas a duly organized municipal corporation, hereinafter referred to as County and the following local taxing subdivision: **City of Marysville.**

WHEREAS, KSA §12-2904 allows public agencies to enter into interlocal agreements to jointly perform certain functions including economic development; and

WHEREAS, KSA §12-17,114 et. seq. provides a program for neighborhood revitalization and further allows for the use of interlocal agreements between municipalities to further neighborhood revitalization; and

WHEREAS, it is the desire and intent of the parties to provide the maximum economic development incentive as provided for in KSA §12-17,119 by acting jointly.

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

1. To adopt a neighborhood revitalization plan as contained in Exhibit "A", attached hereto and incorporated by reference as though fully set forth herein.
2. That the neighborhood revitalization plan as adopted will not be amended without the approval of the parties except as may be necessary to comply with any applicable state law or regulation.
3. That the County shall administer the neighborhood revitalization plan as adopted by each party on behalf of the signatory parties.
4. That the County shall create a neighborhood revitalization fund pursuant to KSA §12-17,118 for the purpose of financing the redevelopment and to provide rebates. Any increment in property taxes received by the County, the City, The District and the Township resulting from qualified improvements to property pursuant to the neighborhood revitalization plan shall be credited to the County's neighborhood revitalization fund.
5. This Agreement shall expire on December 31, 2025. However this Agreement may be extended upon appropriate resolution of the parties. Furthermore, the parties agree that any party may terminate this agreement prior to December 31, 2025, by providing thirty (30) days advance notice; provided however, any application for tax rebate submitted prior to termination shall, if approved, be considered eligible for the duration of the rebate period.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

Approved by:

THE BOARD OF COUNTY COMMISSIONERS, MARSHALL COUNTY, KANSAS

Barbara Kickhaefer, Chairman

Fritz Blaske

ATTEST:

J. Keith Bramhall

Sandra Wilson, County Clerk
Dated: _____

TAXING SUBDIVISION: CITY OF MARYSVILLE

PRINTED NAME: _____
TITLE: _____
DATED: _____

City of Marysville

To: Governing Body

From: Cindy Holle, City Clerk

Date: 12/15/22

Re: RENEWAL-PARTNERSHIP FOR GROWTH

Partnership for Growth membership for 2023 is attached. The City has been a Silver Investor which costs \$2,500.

Does the Council wish to renew the City's membership for 2023?

2023 Membership Renewal

Name: _____

Company/Organization (if applicable): _____

Title: _____

Type of Investment: () Annual Membership () Bronze Investor () Silver Investor
() Gold Investor () Platinum Investor

Date: _____ Annual Investment: \$ _____ Installments? _____

Mailing Address: _____ City: _____

Zip Code: _____ Phone: _____

Email for Newsletter: _____

() Paid () Bill Signed: _____

Please mark all that apply:

_____ I am unable to attend meetings regularly, please keep me updated by email.

_____ I want to be an active member and serve occasionally as needed on an ad hoc committee.

_____ I am all in! I want to be an active member and serve regularly on a committee.

_____ Please contact me! I have some observations and/or ideas about Marshall County needs for businesses.

_____ I'm interested learning more about the KS Small Business Development Center Programs to grow my business. Please contact me.

Email: choosemarshallcountyks@gmail.com

Website: choosemarshallcountyks.com

Your Investment

Annual Membership Fees

INDIVIDUALS/FAMILY: \$50.00

BUSINESSES/ORGANIZATIONS: \$100.00

Investor Levels (Annually)

Bronze \$1,000

Silver \$2,500

Gold \$5,000+

Platinum \$25,000+

(Along with informative Business Newsletter, Investors receive exclusive website, jobsite, newsletter and hard copy promotion. Investor Pledges may be paid in quarterly installments.)

Please Make Checks Payable to:

Partnership 4 Growth

P.O. Box 61, Marysville, KS 66508

Note: *The P4G Board of Directors will be nominated and elected January 25, 2023, 4:30 at the Home Community Center. Please have your investment in by January 16 in order to be considered for a place on the Board. Donations may be dated forward to be counted in the new year for tax purposes. Please contact us for more info on benefits with the investor membership.*

City of Marysville

To: Governing Body

From: Cindy Holle, City Clerk

Date: 12/8/22

Re: RENEW FISHING ACCESS AGREEMENT WITH KANSAS DEPARTMENT OF
WILDLIFE AND PARKS FISHERIES ASSISTANCE PROGRAM

The Kansas Department of Wildlife and Parks Fisheries Assistance Program is asking the City to renew the fisheries assistance agreement. The current agreement expires December 31, 2022. The new agreement will begin January 1, 2023 and expire December 31, 2027.

This is a continuation of the same contract we currently have.

Does the Council wish to renew the agreement?

COOPERATOR FISHING ACCESS AGREEMENT: THE KANSAS DEPARTMENT OF WILDLIFE and PARKS COMMUNITY FISHERIES ASSISTANCE PROGRAM

This Contract is between the Kansas Department of Wildlife and Parks, hereinafter called the **Department**, and

<u>City of Marysville</u>		
Cooperator	Contact Person	E-mail
Mailing Address	City	State Zip Code
		<u>48-6022693</u>
Telephone Number	Fax Number	Federal ID Number

hereinafter called the **Cooperator**.

Legal description(s) of land open for public fishing access:

Name <u>Country Club Lake</u>	Name _____	Name _____	Name _____
County <u>MS</u>	County _____	County _____	County _____
Sec <u>27</u>	Sec _____	Sec _____	Sec _____
TwN <u>2S</u>	TwN _____	TwN _____	TwN _____
Rng <u>7E</u>	Rng _____	Rng _____	Rng _____
Water Acres: <u>10</u>	Water Acres: _____	Water Acres: _____	Water Acres: _____

Lease Calculation Criteria: At Department staff discretion, the following criteria will determine the lease amount.

- Minimum base price of \$1,030.00/ cooperator
- \$10/surface acre
- \$5/surface if motor boat angling is allowed
- \$5/surface acre if >75% of the fishable shoreline is publicly accessible
- \$5/acre if a heated fishing dock is operational
- \$5/acre for minimum quality fisheries
- \$5/acre if fish feeding program is established
- \$5/acre if Family Friendly Facility criteria is met
- \$5/acre if an approved Fish Habitat Improvement Program is in Place
- OR if annual fisheries revenue is greater than calculated value:
 - Payment will equal annual revenue for urban waters
 - A maximum of \$5,000 total on non-urban waters up to 75 acres
 - No more that \$75/acre for waters over 75 acres but less than 150 acres
 - Waters equal to or greater than 150 acres, the lease amount will be negotiated

Water contracted areas, as shown in legal descriptions above, are specifically included in the provisions of this Contract. Mark Box if additional complete legal descriptions are attached, consisting of _____ page(s), which is hereby incorporated by reference, each of which have been initialed by the Cooperator. This agreement represents a pass-through of federal funds and is not a research and development project.

1. The Cooperator agrees to allow public fishing access on the above described tracts of water for 5 years, beginning January 1, 2023 and ending December 31, 2027 .

2. The Department agrees to pay the Cooperator an annual sum of \$ 1,030.00 , to be paid in two installments, with the first installment of 75% of total amount to be paid as set forth below and the last installment of the remaining 25% to be paid no earlier than October 1.

- WFO - First installment of 75% of total amount on or about January 31.
- Non-WFO - First installment of 75% of total amount on or about April 1.

3. On the Contracted areas the Cooperator agrees:

- (a) that the public shall have unrestricted access to said waters for the purpose of fishing;
- (b) That if motorized boating access is allowed by the Cooperator, it shall be limited to access points designated by the Cooperator and there will be no horsepower restrictions. Cooperator may restrict speed of boaters. Allowance of designated boat access through this Contract shall not be interpreted to require the Department to construct, install, or maintain any boating access facility;
- (c) not to stock fish without prior written approval from the Department;
- (d) that if the area is closed for a specific activity for more than 5 days in a calendar year, there will be a prorated payment reduction.

4. On the Contracted land, the Department agrees:

- (a) to notify the public of the exact location of the said areas (s);
- (b) to provide payment for access upon satisfactory completion of this Contract pursuant to Paragraph 2 above;

5. Should the legislature fail to provide sufficient funds, as determined by the Secretary of the Department, the Department may terminate the Contract. In the event of such a termination, written notice and proration provisions of Paragraph 8 shall apply.

6. Inadequate habitat conditions or restriction of public access to said land by the Cooperator during the Contract period may terminate, at the Department's election, all or a portion of this Contract.

7. Change in ownership of the Contracted land may terminate this Contract upon date of closing, provided the Cooperator advises the Department, in writing at least thirty (30) days in advance of the effective date of such change in ownership. Any prepaid contract payments unearned as a result of the change of ownership will be refunded by the Cooperator to the Department. The determination of the portion of unearned contract payments shall be based upon a proration of the contract period in effect prior to the change of ownership.

8. This Contract can be terminated at any time by either party upon thirty (30) days written notice. If this Contract is terminated for any reason, any prepaid contract payments deemed by the Department as unearned as a result of a termination will be refunded by the Cooperator to the Department. The determination of the portion of unearned contract payments shall be based upon a proration of the contract period in effect prior to the effective date of such termination.

9. This Contract may be amended at anytime upon written agreement by the Cooperator and the Department.

10. Failure of the Cooperator to comply with these Contract terms may, at the Department's election, be cause for Contract termination; such termination shall be in accordance with the notice and proration provisions of Paragraph 8 above.

11. The Cooperator attests by signature below that said Cooperator holds the right to grant access to the above shown land for the purpose of allowing public fishing.

12. The Cooperator understands the land will be periodically inspected by Department personnel for the purposes of monitoring anglers' conduct and to otherwise enforce all applicable laws of the state (for this latter purpose the Contracted area shall be deemed to be Department controlled land).

13. This writing and its attachments shall constitute the entire agreement between the parties. This Contract shall not be binding upon the Department until executed by the Assistant Secretary for Operations of the Department. The execution by the District Fisheries Biologist is intended to establish the local contact, who procured this Contract, and to whom questions or concerns or any other notices provided hereunder should be directed.

14. This Contract intended to be a license to give access to the Department and public and shall not be deemed a lease or any other instrument that would grant the Department a real property interest in, or title to, the Cooperator's property. The Cooperator, as a property owner, may assert immunity pursuant to K.S.A. 58-3201, et seq., for events arising from the access permitted by this Contract.

15. Cooperator agrees not to charge additional fees to anglers fishing from the shoreline or from a boat.

16. Cooperator agrees to document \$ 772.50 of operations and maintenance expenditures. If Cooperator documents operations and maintenance expenditures of more than \$ 772.50, extra consideration will be given for prioritization of the Department’s capital improvement grants.

17. Documentation of operations and maintenance expenditures, as identified in **Appendix 1**, must be submitted on Department Form CFAP-1, which shall be made available by the Department upon request, and signed by the Cooperator, or an authorized representative. The CFAP-1 form covering expenditures from January 1 to August 31 must be received by the Department no later than October 1 annually. The CFAP-1 form covering expenditures from September 1 to December 31 must be received by the Department no later than January 31 annually. In addition, the Cooperator must provide a written explanation of the expenditures submitted with each CFAP-1 form. Failure to submit reports may result in forfeiture of future lease payments and/or termination of this Contract.

18. This contract is funded in part under the CFR 15.605 U.S. Sportfish Restoration Act. The Cooperator, by signing, agrees to comply with all applicable state, federal, and local laws, regulations, ordinances, guidelines, and requirements pertaining to this program.

19. The Cooperator will comply with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Act of 2014. 2 C.F.R. 200.

20. Cooperator agrees that the Department, or its duly authorized representative, and governmental auditors shall have access for audit purposes to any and all books, documents, papers, and records that are pertinent to this Contract at any reasonable time during the Contract and retention period. Cooperator shall maintain financial records, supporting documents, and other records pertaining to all costs and expenditures incurred under this Contract for a period of three years following submission of the final expenditure report submitted in keeping with OMB A-133 and 43 CFR. If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records shall be retained until all litigation, claims, or audit findings have been resolved.

21. The Cooperator acknowledges and certifies that Cooperator is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency.

22. The provisions found in Contractual Provisions Attachment (for DA-146a), identified as **Attachment 1**, are hereby incorporated in this Contract.

23. The provisions found in the Office of Management and budget Standard Form 424b, “Assurances – Non-Construction Programs, identified as **Attachment 2**, are hereby incorporated into this Agreement.

24. The provisions of the DI-2010 form and the Standard Form LLL, "Disclosure of Lobbying Activities," shall be incorporated into this Contract and identified as **Attachment 3**.

25. Information concerning the Agreement shall be made available, upon request to any member of the public, unless otherwise excluded under the Kansas Open Records Act, K.S.A. 45-215, et seq.

26. This Contract shall supersede and replace any previous agreement entered into between the Department and the Cooperator.

Cooperator’s Signature

Date

District Fisheries Biologist

Date

Assistant Secretary for Operations

Date

Attachment 1

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of January, 2023.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh

Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.





PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> 1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application. 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency. 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F). 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation | <p>Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.</p> <ol style="list-style-type: none"> 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. |
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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

Standard Form 424B (Rev. 7-97) Back

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Listing of eligible operations & maintenance activities

Fish feeders and feed	Fish habitat improvement
Mowing fishing access areas	Boat docks
Buoys for fish attractors	Signs
Fishing access trails	Water level management
Fishing access bridges	Public information
Restrooms for anglers	Shoreline trash pick-up
Boat ramps	
Fish cleaning stations	
Fishing piers	
Shoreline stabilization	
Local Government approved Indirect Cost Rate	

These expenses are for operations and maintenance activities only. Development projects are not eligible. Cooperators must use Department form CFAP-1 which must be signed by an authorized representative.

CITY CLERK'S WARRANT REGISTER

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DECEMBER 27, 2022 -----ORDINANCE NO. 3787

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:

FUND		
100	GENERAL	\$ 88,523.38
200	WATER REVENUE	66,719.41
300	SEWAGE REVENUE	42,798.04
405	SEWER REPLACEMENT	39,525.00
411	SPECIAL IMPROVEMENT	139.27
512	LIBRARY REVOLVING	10,947.36
600	SWIM POOL SALES TAX	9.86
707	KOESTER BLOCK MAINTENANCE	660.27
711	EMPLOYEE BENEFIT	29,162.48
715	TRANSIENT GUEST TAX	1,215.31
720	MUNICIPAL EQUIPMENT RESERVE	7,047.25
800	SALES TAX IMPROVEMENT	<u>60,886.54</u>
	TOTAL ORDINANCE	\$ 347,634.17

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

Ord #3787 - 12/27/22

Date: 12/23/2022

Time: 10:53 am

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ADVANCE INSURANCE COMPANY	997	LIFE INSURANCE PREMIUM JANUARY	0	00/00/0000	314.02
				Vendor Total:	314.02
AFLAC-REMITTANCE PROCESS SE	528	INSURANCE PREMIUM DECEMBER	0	00/00/0000	1,625.75
				Vendor Total:	1,625.75
ARBOR INK	1723	500 GAS INSPECTION TAGS&WIRES	0	00/00/0000	281.60
				Vendor Total:	281.60
ARROWHEAD SCIENTIFIC, INC	2806	SWAB BOX 6" PLAIN-EVIDENCE	0	00/00/0000	82.00
				Vendor Total:	82.00
B & W ELECTRIC INC	481	GENERATOR ANNUAL MAINTENANCE PARTS & LABOR-6 GENERATORS	0	00/00/0000	1,555.43
				Vendor Total:	1,555.43
BG CONSULTANTS, INC.	0823	ENGINEERINGS-LAGOONS/WETLANDS CDBG FUNDS	0	00/00/0000	39,525.00
				Vendor Total:	39,525.00
BLUE CROSS BLUE SHIELD INSUR	0091	HEALTH INSURANCE PREMIUM JAN.	0	00/00/0000	33,941.67
				Vendor Total:	33,941.67
BOND & INTEREST ACCOUNT #1	0066	TRANSFER WATER TOWER PROJECT	0	00/00/0000	13,250.00
				Vendor Total:	13,250.00
BOND & INTEREST ACCOUNT #1A	332	TRANSFER LAGOONS	0	00/00/0000	4,115.00
				Vendor Total:	4,115.00
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	1,000.00
				Vendor Total:	1,000.00
CES GROUP P.A.	0172	ENGINEER FLUSHTANK REPLACEMENT PJT-70% LUMP SUM FEE	0	00/00/0000	15,580.50
				Vendor Total:	15,580.50
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #663	49386	12/14/2022	46,092.29 H
				Vendor Total:	46,092.29
COMMERCE BANK-COMMERCIAL (2055	CHAIR,SHELF,LOCK,WHITE BOARDS, CALEA,BOOT DRYER/POLISHER,ETC	49389	12/14/2022	4,159.11 H
				Vendor Total:	4,159.11
CONVENTION & TOURISM	0680	REIMBURSE GOOGLE SUITES AUG TO DEC-AMANDA COOK	0	00/00/0000	451.04
				Vendor Total:	451.04
DAVE'S BODY SHOP	4012	BATTERY,BALL JOINTS,TIRES,&OIL CHANGES-POLICE VEHICLES	0	00/00/0000	2,885.72
				Vendor Total:	2,885.72
DELL MARKETING L.P.	2003	COMPUTER-POLICE DEPT W/ EXTRA SECURITY FEATURES FOR CASES	0	00/00/0000	1,949.99
				Vendor Total:	1,949.99
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	15,219.55
				Vendor Total:	15,219.55
EHNEN'S AUTOMOTIVE	2082	SWITCH,WD40,ELETRIC TAPE,LED LAMP,CABLE,FILTERS,ETC	0	00/00/0000	677.83
				Vendor Total:	677.83
ENGAGE BY CELL	2666	GUIDED CELL TOUR SERVICE FEE 2/1/22-1/31/23	0	00/00/0000	500.00
				Vendor Total:	500.00
EVANGELICAL U.C.C.	1619	RECYCLING OPERATIONS DECEMBER	0	00/00/0000	150.00
				Vendor Total:	150.00
EVERGY	1401	ELECTRICITY KOESTER APARTMENT 909 1/2 BROADWAY 11/9-12/9	49391	12/14/2022	27.69 H

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>27.69</u>
FASTENAL	1894	COTTON RAGS	0	00/00/0000	134.00
				Vendor Total:	<u>134.00</u>
FBINAA	1740	FBINAA DUES 2023	0	00/00/0000	125.00
				Vendor Total:	<u>125.00</u>
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	3,000.00
				Vendor Total:	<u>3,000.00</u>
FOLEY EQUIPMENT	2171	INSTALLED NEW CONTROL PANEL WELL #10 GENERATOR	0	00/00/0000	6,955.67
				Vendor Total:	<u>6,955.67</u>
FOULSTON SIEFKIN LLP	2882	LEGAL SERVICES-VALLERY & STEVE PRELL VS CITY OF MARYSVILLE	0	00/00/0000	1,087.50
				Vendor Total:	<u>1,087.50</u>
GALLS, AN ARAMARK COMPANY	0266	OAKLEY LIGHT ASSAULT BOOTS 11.5-SIMPSON	0	00/00/0000	150.44
				Vendor Total:	<u>150.44</u>
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	37,496.00
				Vendor Total:	<u>37,496.00</u>
GODFREY'S	2704	POUCHES FOR HANDCUFFS,RADIOS, STUN GUNS,&MAGS LESS CREDIT	0	00/00/0000	613.00
				Vendor Total:	<u>613.00</u>
GRAINGER, INC	1234	AUTOMATIC VENT VALVE	0	00/00/0000	9.86
				Vendor Total:	<u>9.86</u>
HOMETOWN LUMBER, INC.	987	LED LIGHTS,FILTERS,WINDOW RPR, ELECTRIC SUPPLIES,ETC	0	00/00/0000	847.01
				Vendor Total:	<u>847.01</u>
INLINE CONSTRUCTION	2321	FRANK MARSHALL DR REHAB FINAL PAYMENT	0	00/00/0000	28,033.68
				Vendor Total:	<u>28,033.68</u>
IRON HORSE TRAINING & FITNESS	2821	EMPLOYEE MEMBERSHIP	0	00/00/0000	197.00
				Vendor Total:	<u>197.00</u>
J.P. COOKE CO.	709	300 DOG TAGS & 100 CAT TAGS BLUE 2023	0	00/00/0000	152.75
				Vendor Total:	<u>152.75</u>
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS	0	00/00/0000	11,116.30
				Vendor Total:	<u>11,116.30</u>
KA-COM, INC.	2030	LIGHTS, SIRENS, & CONSOLE TO SET UP #1006	0	00/00/0000	7,047.25
				Vendor Total:	<u>7,047.25</u>
KANSAS ASSOC COURT MANAGER	0245	2023 COURT CLERK MEMBERSHIP DUES-MASCHMEIER	0	00/00/0000	50.00
				Vendor Total:	<u>50.00</u>
KANSAS DEPARTMENT OF REVENUE	0877	CMB STAMPS 2023 (8)	0	00/00/0000	200.00
				Vendor Total:	<u>200.00</u>
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER MS16DM000002 MUSIL	0	00/00/0000	363.69
				Vendor Total:	<u>363.69</u>
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE NOVEMBER	49390	12/14/2022	921.53 H
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE OCTOBER-PENALTY	49393	12/20/2022	16.69 H
				Vendor Total:	<u>938.22</u>
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHELD	0	00/00/0000	2,824.81
				Vendor Total:	<u>2,824.81</u>
KRAMER OIL CO., INC	0035	GASOLINE, DIESEL, OIL, &GREASE	49388	12/14/2022	9,159.83 H

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>9,159.83</u>
LANDOLL COMPANY LLC	0093	SQUARE & ROUND METAL TUBE BALLARDS-DOG PARK & CHARGE PNT	0	00/00/0000	662.63
				Vendor Total:	<u>662.63</u>
LINK MEDIA OUTDOOR	2786	BILLBOARD RENT HWY 24 DECEMBER	0	00/00/0000	200.00
				Vendor Total:	<u>200.00</u>
MANNECO, INC	0297	25' WARM WHITE CHRISTMAS LIGHTS-LAUNDRY LOUNGE	0	00/00/0000	139.27
				Vendor Total:	<u>139.27</u>
MARYSVILLE READY MIX, INC	0089	37.25YD CONCRETE-WATER LEAK REPAIRS	0	00/00/0000	6,145.30
				Vendor Total:	<u>6,145.30</u>
MICRO-COMM INC.	2014	TRANSDUCERS-WATER TOWER #1 & GROUD STORAGE TANK-WTR PLANT	0	00/00/0000	1,388.65
				Vendor Total:	<u>1,388.65</u>
MURPHY TRACTOR & EQUIPMENT	2154	REPAIR WIRING HARNESS-TRAVEL & SHIPPING ONLY-LOADER #4009	0	00/00/0000	2,533.59
				Vendor Total:	<u>2,533.59</u>
NEK DRAINAGE SUPPLY LLC	2880	12" SINGLE WALL INTERNAL COUPLERS & SPLIT COUPLERS	0	00/00/0000	144.00
				Vendor Total:	<u>144.00</u>
NEMAHA MARSHALL R E C	1044	ELECTRICITY AT BILLBOARD-SAM CASSIDY	49387	12/14/2022	1,649.70 H
				Vendor Total:	<u>1,649.70</u>
NEMAHA VALLEY COMM HOSPITA	2763	WITHOLDING ORDER 2018LM0142 JEFFREY LIERZ	0	00/00/0000	283.23
				Vendor Total:	<u>283.23</u>
NETWORK COMPUTER SOLUTION	2223	ANTI-VIRUS,CLOUD BACK UP,HOST WIRELESS,BACK UP,&MICROSOFT	0	00/00/0000	1,179.08
				Vendor Total:	<u>1,179.08</u>
NORDHUS MOTOR CO., INC	0120	REPLACED EVAP CANISTER & VENT SOLENOID #1003	0	00/00/0000	522.12
				Vendor Total:	<u>522.12</u>
OTT ELECTRIC, INC	0037	REPLACE THERMOSTAT & ADJ FAN OLD FIRE STATION FURNACE	0	00/00/0000	159.28
				Vendor Total:	<u>159.28</u>
PRAIRIE FIRE COFFEE SYSTEMS	0229	COFFEE-STREET DEPARTMENT	0	00/00/0000	233.60
				Vendor Total:	<u>233.60</u>
PRINTING SYSTEMS, INC	0367	UTILITY BILLS,LATE NOTICES, 1099S,W-2S,&ENVELOPES	0	00/00/0000	1,480.66
				Vendor Total:	<u>1,480.66</u>
QUILL CORPORATION	0132	ENVELOPES,CORD DETANGLER,PAPER TOILET PAPER,PHONE CORD,ETC	0	00/00/0000	639.41
				Vendor Total:	<u>639.41</u>
SCHROLLER COLLISION CENTER	1373	PREP,SEAL,COAT,&CLEAN RADIATOR FOR KOESTER MUSEUM	0	00/00/0000	375.00
				Vendor Total:	<u>375.00</u>
SCOTT-MERRIMAN, INC	2881	KANSAS TRAFFIC CITATIONS	0	00/00/0000	648.00
				Vendor Total:	<u>648.00</u>
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	8,333.00
				Vendor Total:	<u>8,333.00</u>
SHILLING ASPHALT, INC	2456	58.94 TON ASPHALT-UPPER 9TH STREET	0	00/00/0000	4,715.20
				Vendor Total:	<u>4,715.20</u>

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
STRATEGIC INSIGHTS, INC.	1887	LICENSE RENEWAL PLAN-IT SFTWR THROUGH FEBRUARY 1, 2024	0	00/00/0000	575.00
				Vendor Total:	<u>575.00</u>
STUDER TRUCK LINE, INC	1505	FREIGHT FOR HIGHWAY SALT 52.05 TON/2LOADS	0	00/00/0000	1,456.70
				Vendor Total:	<u>1,456.70</u>
TMHC SERVICES, INC.	1907	ALCOHOL/DRUG TESTING&ADMIN FEE	0	00/00/0000	117.50
				Vendor Total:	<u>117.50</u>
TRUCK COMPONENT SERVICES	2628	2 SIDE BROOMS FOR STREET SWEEPER #4004	0	00/00/0000	1,529.78
				Vendor Total:	<u>1,529.78</u>
TRUCK REPAIR PLUS, INC.	1715	3 LED WARNING BEACONS STREET DEPARTMENT	0	00/00/0000	550.54
				Vendor Total:	<u>550.54</u>
ULINE	2449	BOOT COVERS,ENVELOPES,POLY BAGS,&BUBBLE ROLL	0	00/00/0000	802.75
				Vendor Total:	<u>802.75</u>
UNITED STATES TREASURY	2093	1099S FROM 2017 CVL PEN 12/31/17	49392	12/19/2022	183.98 H
				Vendor Total:	<u>183.98</u>
WATER UTILITY RESERVE FUND	1989	TRANSFER PER BUDGET	0	00/00/0000	5,000.00
				Vendor Total:	<u>5,000.00</u>
WEICHE AND SONS	2527	REPAIR ROOF-WATER SHOP & SHED IN ALLEY-STORM DAMAGE INSURANC	0	00/00/0000	12,100.00
				Vendor Total:	<u>12,100.00</u>
				Grand Total:	<u>347,634.17</u>
				Less Credit Memos:	<u>0.00</u>
				Net Total:	<u>347,634.17</u>
				Less Hand Check Total:	<u>62,210.82</u>
				Outstanding Invoice Total :	<u>285,423.35</u>
Total Invoices:	88				

City Administrator's Report

12/23/2022

12/27/2022 Council Meeting

1. Proposed 2023 Wage Scale

Included is a proposed wage scale for 2023. The change proposed is a 6.6% to the bottom of the wage scale to match the 6.6% COLA increase approved at the last council meeting. I did propose a larger increase to the top end of the wage scale as there have been some years where we only approved increasing the low end.

Pages: 70

City of Marysville Wage Scale

12/27/2022

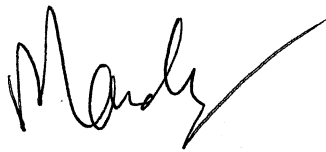
Range	Minimum 2022	Proposed Min	Maximum 2022	Proposed Max
1	13.37	14.25	17.68	22.99
2	13.70	14.61	18.23	23.70
3	14.04	14.97	18.77	24.41
4	14.37	15.32	19.31	25.10
5	14.71	15.68	19.86	25.81
6	15.65	16.68	21.00	27.30
7	15.98	17.04	21.55	28.01
8	16.32	17.39	22.09	28.72
9	16.65	17.75	22.63	29.42
10	17.00	18.12	23.19	30.15
11	17.34	18.48	23.74	30.86
12	17.67	18.84	24.28	31.56
13	18.01	19.20	24.82	32.27
14	18.34	19.55	25.37	32.98
15	18.68	19.91	25.91	33.69
16	19.02	20.27	26.46	34.40
17	19.35	20.63	27.00	35.09
18	19.69	20.99	27.54	35.80
19	20.02	21.35	28.09	36.51
20	20.36	21.70	28.63	37.22
21	20.71	22.07	29.19	37.95
22	21.04	22.43	29.74	38.66
23	21.68	23.11	30.26	39.34
24	21.70	23.14	30.81	40.05
25	22.04	23.49	31.35	40.76
26	22.38	23.85	31.90	41.47
27	22.71	24.21	32.43	42.16
28	23.05	24.57	32.98	42.87
29	23.38	24.93	33.53	43.58
30	23.72	25.28	34.07	44.29

11/21/2022

To the Marysville City Council and Mayor Jason Barnes:

The Marysville Convention and Tourism committee will have an opening at the end of 2022. Committee Member Kim Houtz, who was filling a term, will not be returning to the board for her own full term. The committee would like to request the opening be filled by Elizabeth O'Roke beginning January 1, 2023. The committee agreed to submit Elizabeth's nomination at the November 2022 meeting.

Please consider Elizabeth O'Roke as an addition to the Marysville Convention & Tourism committee. Thank you for your time and efforts in this matter.

A handwritten signature in black ink that reads "Mandy". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Mandy
Marysville Convention & Tourism Chair

Dear Mr. Mayor,

The Marysville Volunteer Fire Department held elections at the regular meeting on 11/16/22. This was done by written ballot with 21 voting members present. The results of the election are as follows,

Chief-Don Ballman

Deputy Chief-Joe Pils

Assistant Chief-Alex Rombeck

Please consider appointing these men to their respective positions.

Sincerely,

Alex Rombeck

Secretary-Marysville Volunteer Fire Department

(First Published in The Marysville Advocate, Official City Paper, on Thursday, January 6, 2023)

ORDINANCE NO. 1917

AN ORDINANCE AUTHORIZING LEGAL ACTION TO SEEK DECLARATORY JUDGMENT AND PETITION IN QUIET TITLE AND IN ADDITION TO AND IN THE ALTERNATIVE, PROVIDING FOR THE CONDEMNATION AND APPROPRIATION OF PROPERTY RIGHTS FOR PUBLIC PARK AND RECREATIONAL PURPOSES, TO PROTECT AND PRESERVE THE MARYSVILLE PUBLIC LAKE AND ITS FISHERIES, AND SUCH OTHER PUBLIC PURPOSES AS ARE AUTHORIZED BY LAW.

Whereas, the City of Marysville authorized and directed that the real estate described herein, that is included and a part of the public park and public lake, and said survey and report, including a description of the real estate has been filed in the office of the City Clerk;

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

Section 1. The City of Marysville, by the power vested under the home rule powers of the Kansas Constitution by Kansas statutes, hereby authorizes the city attorney or other legal counsel authorized by the City Attorney, on behalf of this Marysville City Council to seek declaratory judgment and petition in quiet title to preserve and protect the real estate described herein for public park and recreational purposes, including the protection of the fisheries, the lake water and aeration system, and the continued use of the subject real estate, including those portions that are situated in the lake water, for picnicking, swimming, fishing, canoeing and such other similar and incidental uses.

Section 2. In the alternative, the City of Marysville, by the power vested in K.S.A. 26-201 et seq., hereby authorizes and provides for the acquisition of certain real estate described herein for public park and recreational purposes. In the event title to the real estate is not quieted, the City of Marysville shall proceed to exercise the power of eminent domain to acquire the real estate described herein in accordance with K.S.A. 26-501 to 26-516 inclusive and amendments thereto. It is hereby declared necessary to condemn and appropriate for the use of the City of Marysville, Kansas, certain property rights for the purposes of public park and recreational purposes including the protection of the fisheries, the lake water and the aeration system, and the continued use of the subject real estate, including those portions that are situated in the lake water, for picnicking, swimming, fishing, canoeing and such other similar and incidental uses and other public purposes, as are authorized by law, said property rights being described as follows:

Persons claiming ownership over portions of park, the lake and lake water:
Steven D. Prell and Vallery H. Prell
1042 Pony Expressway Highway
Marysville, KS 66508

Kristtoffer Schrater and Debra Schrater
1040 Pony Expressway Highway
Marysville, KS 66508

Contract Purchaser: None

Lienholder(s) of Record: MERS as nominee for Citizens Bank, Providence, RH
MERS as nominee for Plaza Home Mortgage, Inc.

Property rights to be Acquired, if title is not quieted in the name: City of Marysville
Fee simple interest

Section 3. The subject real estate is described as:

Tract 1 Description (Portion in Lake):

A tract of land in Lot 4B of Brauchi Heights Subdivision in the city of Marysville, Marshall County, Kansas, being more fully described as follows:

BEGINNING at the Northeast corner of said Lot 4B;
THENCE South 89°40'24" West for 157.82 feet
THENCE South 00°50'08" East for 141.51 feet;
THENCE North 89°51'20" East for 156.94 feet;
THENCE North 00°33'46" West for 142.00 feet to the POINT OF BEGINNING;
Containing 22,308 square feet (0.51 acres) more or less.

Tract 2 Description (Between Access Easement and EOW):

A tract of land in Lot 4B of Brauchi Heights Subdivision in the city of Marysville, Marshall County, Kansas, being more fully described as follows:

COMMENCING at the Northeast corner of said Lot 4B;
THENCE North 89°40'24" West for 157.82 feet to the POINT OF BEGINNING;
THENCE South 00°55'08" East for 141.51 feet;
THENCE South 89°51'20" West for 29.00 feet;
THENCE North 00°55'08" West for 141.42 feet;
THENCE North 89°40'24" East 29.00 feet to the POINT OF BEGINNING.
Containing 4,102 square feet (0.09 acres) more or less.

Tract 3 Description (Portion over Access Easement):

A tract of land in Lot 4B of Brauchi Heights Subdivision in the city of Marysville, Marshall County, Kansas, being more fully described as follows:

COMMENCING at the Northeast corner of said Lot 4B;

THENCE South 89°40'24" West for 186.82 feet to the POINT OF BEGINNING;
THENCE South 89°40'24" West 30.00 feet
THENCE South 00°55'02" East for 141.32 feet;
THENCE North 89°51'20" East for 30.01 feet;
THENCE North 00°55'08" West for 141.42 feet;
Containing 4,241 square feet (0.09 acres) more or less.

Tract 4 Description (Portion in Lake):

A tract of land in Lot 4C of Brauchi Heights Subdivision in the city of Marysville, Marshall County, Kansas, being more fully described as follows:

BEGINNING at the Southeast corner of said Lot 4C;
THENCE North 89°57'48" West for 156.07 feet;
THENCE North 00°55'08" West for 141.52 feet;
THENCE North 89°51'20" East for 156.94 feet;
THENCE South 00°33'46" East for 142.00 feet to the POINT OF BEGINNING.
Containing 22,184 square feet (0.51 acres) more or less.

Tract 5 Description (Between Access Easement and EOW):

A tract of land in Lot 4C of Brauchi Heights Subdivision in the city of Marysville, Marshall County, Kansas, being more fully described as follows:

COMMENCING at the Southeast corner of said Lot 4C;
THENCE North 89°57'48" West for 156.07 feet to the POINT OF BEGINNING;
THENCE North 00°55'08" West for 141.52 feet
THENCE South 89°51'20" West for 29.00 feet;
THENCE South 00°55'08" East for 141.43 feet;
THENCE South 89°57'48" East for 29.00 feet;
Containing 4,102 square feet (0.09 acres) more or less.

Tract 6 Description (Portion over Access Easement):

A tract of land in Lot 4C of Brauchi Heights Subdivision in the city of Marysville, Marshall County, Kansas, being more fully described as follows:

COMMENCING at the Southeast corner of said Lot 4C;
THENCE North 89°57'48" West for 185.07 feet to the POINT OF BEGINNING;
THENCE North 89°57'48" West for 30.01 feet;
THENCE North 00°55'02" West for 141.33 feet;
THENCE North 89°51'20" East for 30.01 feet;
THENCE South 00°55'08" East for 141.43 feet to the POINT OF BEGINNING.
Containing 4,243 square feet (0.10 acres) more or less.

Section 4. That the City Attorney of the City of Marysville, Kansas, or other legal counsel authorized by the City Attorney, on behalf of the Marysville City Council shall present a written petition in the District Court of Marshall County, Kansas, for declaratory order and petition in quiet title and in the event that title is not quieted, seek the appointment of appraisers to make the appraisal and assessment required by law when property rights are taken for public purposes, and said City Attorney, or other duly authorized legal counsel, shall do all things necessary to the preserve and protect the public park and lake waters and if necessary, do all things necessary for the condemnation of said property rights, and completing the appropriation of the same for public purposes.

Section 5. This ordinance shall take effect upon publication in the Marysville Advocate, the official city newspaper.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this ____ of December, 2022.

(Seal)

Jason Barnes, Mayor

ATTEST:

Lucinda Holle, City Clerk

(First Published in the Marysville Advocate on Thursday, December ____, 2022)

CHARTER ORDINANCE NO. _____

CHARTER ORDINANCE EXEMPTING THE CITY OF MARYSVILLE, KANSAS, FROM THE PROVISIONS OF K.S.A 12-4112, PROVIDING FOR COURT COSTS AND REPEALING CHARTER ORDINANCE NO. 21 AND ALL OTHER CHARTER ORDINANCES IN CONFLICT HEREWITH.

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

Section 1. The City of Marysville, Kansas, by the power vested in it by article 12, section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself from the provisions of K.S.A. 12-4112, which applies to this City, but is not applicable uniformly to all cities of the State of Kansas.

Section 2. Future changes in court costs, transcript fees, bench warrant costs, assessments, allocations, assignments and expenditures shall be set by ordinance adopted by the city council at any date after this charter ordinance becomes effective.

Section 3. The Municipal Court shall assess court costs of One Hundred Dollars (\$100.00) to defendant(s) upon conviction or upon entering a diversion agreement. Such costs may be waived by the Municipal Court upon a showing of good cause. In addition to court costs, the Municipal Court may assess a warrant fee for either a bench warrant or arrest warrant not to exceed \$50; service fee for a summons issued by the Municipal Court or contempt citation issued by the Municipal Court not to exceed \$50 and a witness fee not to exceed \$25 and mileage reimbursement at the rate as may be established by the City of Marysville from time to time. Said sums shall be in addition to any fine that is imposed by the Municipal Court.

Section 4. The Municipal Court shall report such amounts collected and deposit such amounts to the City Clerk. The City Clerk shall remit the appropriate statutory assessments from the collected court costs to the State Treasurer in accordance with the provisions of K.S.A. 75-4215 and amendments thereto, for allocation to the various funds as provided by Kansas statutes.

Section 5. After payment of the statutory assessments to the State Treasurer, the City Clerk shall assign Seven Dollars and Fifty Cents (\$7.50) of collected court costs to a special fund for payment of educational events and materials sponsored by the Marysville Police Department. Upon request by law enforcement or the municipal court, the City Council may authorize such expenditure(s) from this special fund as the City Council deems appropriate. If such expenditure(s) fall within the parameters of the existing expenditure policy, the City Administrator may authorize such expenditure(s). In addition, such funds may be used for the payment of offender assessments/evaluations or short-term treatment of mentally ill defendants. In the event of an emergency and if such expenditure(s) fall within the parameters of the existing expenditure policy, the City

Administrator may authorize such expenditure(s). The remaining collected court costs shall remain and become a part of the City's general fund.

Section 6. Any ordinance or resolution or parts thereof that are in conflict herewith are hereby repealed.

Section 7. This ordinance shall be published once each week for two consecutive weeks in The Marysville Advocate, the official city newspaper.

Section 8. This Charter Ordinance shall take effect 61 days after final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the ordinance as provided in Article 12, Section 5 of the Constitution of the State of Kansas, in which case this Charter Ordinance shall become effective upon approval by a majority of the electors voting thereon.

Passed by the Governing Body, not less than two-thirds of the members voting in favor thereof, this _____ day of December, 2022.

Jason Barnes, Mayor

(SEAL)

Attest:

Lucinda Holle, City Clerk