

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. APPROVAL OF MINUTES – Regular Meeting: December 11, 2023. Pages 02-06

2. PUBLIC COMMENTS

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

3. BUSINESS AND DISCUSSION ITEMS

- | | |
|---|-------------|
| 1. Preservation Agreement Post Office Block Building | Pages 07-14 |
| 2. Great Rates for Sanitary Sewer & Water Rate Analysis | Pages 15-22 |
| 3. NCRPC Kansas Water Projects Grant - | Pages 23-31 |
| 4. Parking Concerns - Sunflower Medical Clinic Crystal Leis | Pages 32-36 |

4. NOTICES AND HEARINGS

5. CONSENT AGENDA

- | | |
|--|-------------|
| 1. Alcohol Consumption Lee Dam Art Center, Christmas Party
Dec 29 th , Jeff Keating | Page 37 |
| 2. Alcohol Consumption Lee Dam Art Center, Baptism Lunch,
Jan. 14 th , Julia Mueting | Page 38 |
| 3. 2024 CMB License Approval (Astro) | Pages 39-40 |

6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3812 Pages 41-44

7. STAFF REPORTS

- | | |
|---|---------|
| 1. Use Permitted Upon Review – 302 Alston (Childcare) (Info Only) | Page 45 |
|---|---------|

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. Annual Appointments

Airport Advisory Commission – *Curtis Spicer Jan 2024-Dec 2025*

Cemetery Board – *Vallery Prell, Jan 2024-Dec 2025; Debby Henderson, Jan 2024-Dec 2025; Shannon Borgman, Jan 2024-Dec 2025;*

Convention & Tourism – *April Spicer {2nd Term}, Jan 2024-Dec 2026; Daniel Ackerman, Jan 2024-Dec 2026; Kelsey Smith, Jan 2024-Dec 2026; Woody Walstrom {2nd Term} Jan 2024-Dec 2026*

Koester Block Advisory Board – *Jeff Christ, Jan 2024-Dec 2026*

Fire Dept – *Don Ballman, Chief; Joe Pils, Deputy Chief; Asst. Chie, Alex Rombeck.* Page 46

10. CITY ATTORNEY/EXECUTIVE SESSION

11. ROUNDTABLE DISCUSSION

ADJOURNMENT

Regular Meeting
City Hall, Marysville, Kansas-December 11, 2023

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

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

The minutes from the November 27th regular meeting were presented for approval. CM Throm moved; CM Behrens seconded to approve the minutes as presented. Motion carried by 7-0 voice vote.

The minutes from the November 28th special meeting were presented for approval. CM Throm moved; CM Behrens seconded to approve the minutes as presented. Motion carried by 7-0 voice vote.

Mayor Frye presented a plaque to outgoing Mayor Barnes and thanked both CM Price and Mayor Barnes for their service. There was also a plaque for CM Price. The certified election results from the Marshall County Clerk were read and the new council members were sworn in by CC Holle. Mayor Frye is in the chair. Roll call was answered by the following council members: CM Snellings, CM Ferris, CM Behrens, CM Keating, CM Beikman CM Throm, CM Schrater and CM Goracke. A quorum was present.

PUBLIC COMMENTS:

- 1. CHAMBER MAIN STREET REPORT.** Wayne Kruse, Director of Chamber Main Street gave an update on local events. Brenda Spencer will be in Marysville on December 21 to speak to individuals about the Historic District. A wired speaker system is up for consideration instead of a wireless system downtown. CMS is also asking the City to name the “Pony Plaza” with an official name.

BUSINESS AND DISCUSSION ITEMS:

- 1. NORDHUS MOTORS STORM SEWER PROJECTION.** Rob Peschel president of CES Engineering reported on the scope and cost to repair the storm sewer near Nordhus Motors. This is very conceptual at this point. There is no clear data showing where the storm water runs, but some of it runs under the concrete at Nordhus Motors. Engineer’s preliminary estimate is \$559,998. CM Behrens moved, CM Throm seconded to have ICA Pederson and CES president Rob Peschel create a scope of service for a study to find the current flow of the storm water and bring a cost to Council at the next meeting. Motion carried unanimously. The Water/Sewer Department attempted to find the collapsed pipe between 1401 and 1411 Center. The pipe could not be located, and the W/WW Department was more than 13 feet deep. More analysis will need to be done before a plan can be finalized about the collapsed pipe.
- 2. TEMPORARY RELOCATION OF SQUIRREL STATUE ALLIANCE INSURANCE.** Alliance Insurance submitted a request to temporarily move their squirrel statue from 709 Broadway to 715 Center while their new location is remodeled. This will cause an obstruction on the sidewalk at 715 Center. The Council asked for the squirrel to be placed next to the building facing either east or west. CM Throm moved; CM Beikman seconded to allow the squirrel statue to be placed on the sidewalk at 715 Center until April 30, 2024.

to 715 Center while their new location is remodeled. This will cause an obstruction on the sidewalk at 715 Center. The Council asked for the squirrel to be placed next to the building facing either east or west. CM Throm moved; CM Beikman seconded to allow the squirrel statue to be placed on the sidewalk at 715 Center until April 30, 2024.

3. **CHRISTMAS IN NORTH PARK.** Liz Warren representing the North Park neighborhood would like to use 15 City cones and to close one lane of traffic to create a one-way for safety during the Christmas in North Park event. They would like to limit the traffic on Debbie Lane at 12th Street (south side); Park Place at 16th Street (north side); 14th Street at the intersection of Debbie Lane. CM Throm moved; CM Goracke seconded allow the Park Place neighborhood to use 15 cones and to create one-way traffic Sunday, December 17, 2023, from 5:30 p.m. to 7:00 p.m. Motion carried unanimously.
4. **ECONOMIC DEVELOPMENT 305 N 4TH.** BI Ralph included in the agenda an application for Economic Development for Dani Beckman Bonar at 305 N 4th Street. The trailer house is in a qualifying subdivision and has several structural issues. CM Keating moved; CM Snellings seconded to approve the Economic Development at 305 N 4th Street for Dani Beckman Bonar for up to \$2,500 to remove the structure. Motion carried 8-0.
5. **MARYSVILLE AMBULANCE CONTRACT.** The annual renewal for the Marysville Ambulance contract was presented. The fee was increased by 10% to accommodate for advanced life support service for hospital transfers. Most of the increase will need to be absorbed by the General Fund as there was only a 2% increase in the budget. CM Throm moved; CM Keating seconded to approve the 2024 ambulance contract for \$189,408.00. Motion carried unanimously.
6. **HIGHWAY 36 MANHOLE PROJECT BIDS.** The bid results for the manhole project on Highway 36 were included in the agenda. The bids are as follows: Engineer's estimate, \$424,483.00; Nowak Construction Company, \$601,837.40; Smoky Hill, LLC, \$413,830.00; Jadwin Construction, \$698,163.92. After Council discussion about financing availability and the use of ARPA funds, CM Beikman moved; CM Behrens seconded to accept the bid from Smoky Hill, LLC for \$413,830. Motion carried unanimously.
7. **RATE STUDY.** Council and ICA Pederson discussed debt service and capital outlay funding of sewer and storm water projects. ICA Pederson suggested the City hire Getting Great Rates to conduct a study of the sewer rates and possibly the water rates. Ways to finance storm water projects was also discussed. Getting Great Rates is endorsed by KRWA and because the City is a member, we would receive a 25% discount. CM Behrens moved; CM Snellings seconded to get a quote from Getting Great Rates to conduct a study. Motion carried unanimously.

NOTICES AND HEARINGS:

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

1. Convention & Tourism funding requests: KANSAS! Magazine, ¼ page ad February \$685.00; Engage By Cell, QR codes for audio tour \$250.00; One Delightful Life travel blogger expenses \$774.00; totaling \$1,709.00.

2. 2024 Cereal Malt Beverage Licenses: Bite Me BBQ, Dave Lyhane; Casey's General Store, Tiago Coelho; C J Express, Stacy McGrath; C J Express #2, Stacy McGrath; Dollar General, Anita Laws; Pizza Hut, Marcia Young; Tony's Meat Market, Anthony Caudillo; Wal-Mart, Robert Row.
3. The City Clerk's Report for November showed \$12,464.60 collected in receipts with a like amount being deposited with the City Treasurer.
4. Cash balances in funds were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through November 2023 showed unadjusted accumulated revenues in the General Fund of \$3,098,273 or 109% of budget; Water Revenue Fund, \$855,047 or 95% of budget, Sewer Revenue Fund, \$706,212 or 92% of budget. Unadjusted statement of expenditures in the General Fund totaled \$3,027,629 or 94% of budget, Water Revenue Fund, \$790,216 or 61% of budget, and Sewer Revenue Fund, \$721,894 or 52% of budget.
5. The Municipal Judge's Report for November showed \$2,990.50 being deposited with the City Treasurer and \$164.50 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

APPROPRIATIONS ORDINANCE NO. 3811

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$94,038.68; Water Revenue Fund, \$22,503.24; Sewage Revenue Fund, \$12,697.18; Industrial Fund, \$5,000.00; Economic Development, \$5,000.00; Library Revolving Fund, \$6,821.47; Swim Pool Sales Tax, \$908.46; Koester Block Maintenance, \$5,627.45; Employee Benefit, \$9,175.81; Transient Guest Tax, \$1,893.85; Sales Tax Improvements, \$44.68; making a total of \$158,710.82.
2. An appropriations ordinance was introduced and considered to honor claims against the funds of the City as audited by the Finance Committee. CM Throm moved; CM Snellings seconded to approve the appropriations ordinance totaling \$158,710.82.
3. Motion to approve the appropriations ordinance carried by 8-0 roll call vote. City Clerk Holle assigned Ordinance No. 3811.

STAFF REPORTS:

INTERIM CITY ADMINISTRATOR:

1. **ADMINISTRATOR SEARCH.** ICA Pederson said he had tentatively set up a meeting with SGR to discuss the administrator candidates during an executive session at the next meeting on December 27. ICA Pederson suggested the meeting be held by zoom. Mayor Frye asked if the requirements or benefits for the position could be modified. This will be discussed with SGR.

STANDING COMMITTEE REPORTS:

STREET:

1. **BORING MACHINE ON BROADWAY.** CM Throm said the Jadwin Construction's boring machine was parked on Broadway and it would be advantageous to block the first 3 parking stalls in front of Citizens State Bank. CM Behrens moved, CM Schrater seconded to block the first three

WATER & WASTEWATER:

1. **LAGOON PROJECT UPDATE.** CM Beikman asked for an update on the Lagoon Project. Water/Sewer Supervisor Bargman said excavation is underway and you can start to see the shape of the new cells.
2. **VERIZON CELL TOWER.** Mayor Frye asked if the City has any information on the Verizon Cell Tower which is to be built in the Industrial Park. The City has received no correspondence yet.

PARKS & RECREATION:

1. **CEMETERY POLICY ON DECORATIONS.** CM Behrens asked if decorations could be left on graves in the winter when the City is not mowing. CC Holle will check the policy. There have been no letters sent to citizens about cemetery decorations.

CEMETERY/AIRPORT:

POLICE AND FIRE:

ADMINISTRATION AND FINANCE:

1. **GRANT OPPORTUNITIES.** Mayor Frye said he appreciated citizens reporting grant opportunities. ICA Pederson said he has also received the information and he will review them. He said a grant opportunity is only as good as a project you have.

APPOINTMENTS:

CITY ATTORNEY:

EXECUTIVE SESSION:

ROUND TABLE DISCUSSION:

1. **DESIGNATION OF KAY CLUB CITIZENSHIP WEEK.** Mayor Frye declared December 10-16 Kay Club week and read the proclamation.
2. **STANDING COMMITTEE ASSIGNMENTS.** Mayor Frye made the following Standing Committee Appointments: *Admin & Finance*-Lori Snelling, Jeff Keating, Colleen Behrens; *Cemetery & Airport*-Lori Snellings, Keith Beikman, Colleen Behrens; *Parks & Recreation*-Kyle Goracke, Cherie Ferris, Keith Beikman; *Grievance*-Lori Snellings, Jeff Keating, Kevin Thom; *Police & Fire*-Kris Schrater, Colleen Behrens, Cherie Ferris; *Street*-Kyle Goracke, Lori Snellings, Kevin Thom; *Water & Sewer*-Jeff Keating, Kris Schrater, Kevin Thom. Mayor Frye asked that the committees meet and get to know their duties.

3. **SNELLINGS ABSENT.** CM Snellings reported she would not be at the meeting on December 27, but could attend the final meeting on December 28 at 5:15 p.m.
4. **WELCOME SIGN ON SOUTH HWY 77.** CM Ferris asked if the Welcome to Marysville sign would be replaced. CM Behrens said the sign was scheduled to be replaced when the blue directional signs are completed. CM Ferris said she was happy to begin serving on the Council.
5. **BETTER FUTURE.** CM Schrater said he was happy to serve on the Council and hoped to help Marysville to a better future.
6. **WELCOME.** CM Frye welcomed all the new and returning council members.

There being no further business, at 8:23 p.m. CM Snellings moved to adjourn, CM Keating seconded. Motion carried unanimously.

Cindy Holle
City Clerk

To: City Council

Re: Preservation Agreement

Jan Shupert-Arick from the Kansas State Historic Preservation Office said the City had not signed a Preservation Agreement for the grant the City received to repair the bay windows and the roof of the Post Office Block Building at 909-913 Broadway. The total grant funds received were \$38,700.00 and the final payment of \$3,843.00 was received on December 14. The signed agreement must be filed with the Marshall County Register of Deeds and is valid for 5 years following the filing date.

Do you wish to have the Mayor sign the agreement?

Cindy Holle

City Clerk

PRESERVATION AGREEMENT

Paul Bruhn Historic Revitalization Grant (HPF)/ Kansas Rural Preservation (KRP) program

INTRODUCTION. This conservation easement agreement is made the _____ day of _____, 2023, between ___ **City of Marysville**, as GRANTOR of a preservation agreement or covenant (hereafter referred to as the “Grantor”), and the Kansas State Historic Preservation Office/Kansas Historical Society, as GRANTEE of the preservation agreement or covenant (hereafter referred to as the “Grantee”). This conservation easement agreement is entered under the laws of the state of Kansas for the purpose of preserving the **Post Office Block Building**, a property that is important culturally, historically, and/or architecturally.

The Subject Property. This document creates a conservation easement agreement for real estate legally described in Exhibit A. The Subject Property is the site of the Post Office Block Building, located at 909-913 Broadway St., Marysville KS 66508 (hereafter referred to as the “Subject Property”).

Grant of conservation easement. In consideration of the sum of **\$38,700** received in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior, the Grantor hereby grants to the Grantee a conservation easement agreement for the Subject Property for the purpose of assuring preservation of the Subject Property.

3. **Easement required for Federal grant.** This conservation easement agreement is granted as a condition of the eligibility of the Grantor for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Historic Preservation Fund for the Paul Bruhn Historic Revitalization Grant program enacted by the Kansas State Historic Preservation Office as the Kansas Rural Preservation program.

4. **Conditions of easement:**

Duration. This conservation easement agreement is granted for a period of five (5) years commencing on the date when it is filed with the ___ **Marshall County Register of Deeds**, in the State of Kansas, in the United States of America.

a. *Documentation of condition of the Subject Property at time of grant of this conservation easement agreement.* In order to make more certain the full extent of Grantor’s obligations and the restrictions on the Subject Property, and in order to document the nature and condition of the Subject Property, including significant interior elements in spatial context, a list of character-defining materials, features, and spaces is incorporated as Exhibit “B” at the end of this agreement. The Grantor has provided to the Grantee architectural drawings of the Subject Property. To complement Exhibit “B”, Grantee and/or the Grantor personnel have compiled a photographic record, including photographer’s affidavit, high resolution electronic image files, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Subject Property on the date of execution of this easement is accurately documented by the architectural drawings and/or photographic record, which will be maintained for the life of this conservation easement agreement in the Grantee’s conservation easement file for the Subject Property.

- b. *Duty to maintain the Subject Property.* The Grantor agrees to assume the cost of continued maintenance and repair of the Subject Property so as to preserve the architectural, historical, and/or archeological integrity of the Subject Property and its materials to protect those qualities that made the Subject Property eligible for listing in the National Register of Historic Places (or a Subject Property contributing to the significance of a National Register listed Historic District) throughout the effective date of this Easement.
- c. *Restrictions on activities that would affect historically significant components of the Subject Property.* The Grantor agrees that no demolition, construction, alteration, remodeling, or any other activity will be undertaken or permitted to be undertaken in or on the Subject Property which would affect historically significant exterior features or interior spaces identified as significant in Exhibit "B." Exterior construction materials, architectural details, form, fenestration, scale, and mass must not be adversely affected nor the structural soundness or setting altered without prior written permission of the Grantee affirming that such reconstruction, repair, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standards for the Treatment of Historic Properties* (hereinafter referred to as the "Standards").
- d. *Restrictions on activities that would affect archeological resources.* The Grantor agrees that no ground disturbing activity will be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant archeological resources identified in Exhibit "A" without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior's applicable *Standards for Archeology and Historic Preservation*.
- e. *Maintenance of recovered materials.* The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the applicable *Standards for Archeology and Historic Preservation* or will comply with the requirements of the Native American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.
- f. *Public access.* The Grantor agrees to provide public access to view the grant-assisted work or features no less than 12 days a year on an equitably spaced basis. The dates and times when the Subject Property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Subject Property may also be open at other times in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
- g. *Right to inspect.* The Grantor agrees that the Grantee, its employees, agents and designees will have the right to inspect the Subject Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this conservation easement agreement are being observed. However, in the case of any natural or man-made disaster or imminent endangerment to the Subject Property the Grantee will be granted access to the Subject Property with no prior notice.
- h. *Anti-discrimination.* The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the

Rehabilitation Act of 1973 (29 U.S.C. 794) all as amended. These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons will be made in consultation with the Grantee.

- i. Easement will run with the land; conditions on conveyance.* This conservation easement will run with the land and be binding on the Grantor, its successors, and assigns. The Grantor agrees to insert an appropriate reference to this conservation easement agreement in any deed or other legal instrument by which it divests itself in part or in whole of either the fee simple title or other lesser estate in the Subject Property, the Subject Property, or any part thereof.
- j. Casualty Damage or Destruction.* In the event that the Subject Property or any part of it is damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor will notify the Grantee in writing within 14 calendar days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Subject Property and to protect public safety, will be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee will give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the Subject Property, the Grantee determines that the features, materials, appearance, workmanship, and environment (or setting) which made the Subject Property eligible for listing in the National Register of Historic Places have been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the Subject Property from the National Register. If the Subject Property is removed, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that warrants the properties removal from the National Register is deliberately caused by the gross negligence or other actions of the Grantor or successor owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the Subject Property which will then be returned to the U.S. Government.
- k. Enforcement.* The Grantee will have the right to prevent and correct violations of the terms of this conservation easement agreement. If the Grantee, upon inspection of the Subject Property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and/or architectural importance of the Subject Property, the Grantee will give the Grantor written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may seek to obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Subject Property to a condition that would be consistent with preservation purposes of the grant from the National Park Service. In any case where a court finds that a violation has occurred, the court may require the Subject Property to reimburse the Grantee and the Kansas Attorney General for all the State's expenses incurred in stopping, preventing, and/or correcting the violation, including, but not limited, to reasonable attorney's fees. The failure of the

Grantee to discover a violation or to take immediate action to correct a violation will not bar it from doing so at a later time.

- l. Effective date; severability.* This conservation easement agreement will become effective when filed by the Grantor in the Office of the Register of Deeds of ___Marshall County, Kansas, with a copy of the recorded instrument provided to the Grantee for its conservation easement file. If any part of this conservation easement agreement is held to be illegal by a court, the validity of the remaining parts will not be affected, and the rights and obligations of the parties will be construed and enforced as if the conservation agreement does not contain the particular part held to be invalid.

- m. Amendments.* The parties may by mutual written agreement jointly amend this conservation easement agreement, provided the amendment is consistent with the preservation purpose of this conservation easement and will not reduce the regulatory controls listed in the conditions of this conservation easement agreement. Any such amendment will not be effective unless it is executed in the same manner as this conservation easement agreement, refers expressly to this easement agreement, and is filed with the __Marshall _ County Register of Deeds.

This instrument reflects the entire agreement of Grantor and Grantee regarding the subject conservation easement. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this agreement, unless set out in this instrument.

In witness whereof, Grantor and Grantee have set their hands under seal on the days and year set forth below.

GRANTOR: ___City of Marysville

By: _____
Name and Title

STATE OF KANSAS, _____ COUNTY, ss: On this _____ day of _____, 20____, before me the undersigned, a Notary Public for said State, personally appeared _____ (**Name of Person**), to me personally known, who stated that they are the _____ (**Owner of the Subject Property/Title and Organization**), that no seal has been procured by said corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that as such officer, he acknowledged that he executed the foregoing instrument as his voluntary act and the voluntary act of the corporation.

NOTARY PUBLIC

GRANTEE: Kansas State Historical Society/Kansas State Preservation Office

By: Patrick Zollner, Executive Director/State Historic Preservation Officer
Name and Title

STATE OF KANSAS, _____ COUNTY, ss: On the _____ day of _____, 20_____,
before me, a Notary Public for said State, personally appeared **Patrick Zollner**, who stated that they are
the duly appointed and actively serving Executive Director/State Historic Preservation Officer, and that
they executed the foregoing conservation easement agreement as their voluntary act and as the voluntary
act of the State Historic Preservation Office.

NOTARY PUBLIC

EXHIBIT A TO THE CONSERVATION AGREEMENT

Legal description of the Subject Property as found in the deed.

Lot 4, Block 10, Ballard & Morral Addition

EXHIBIT B TO CONSERVATION EASEMENT AGREEMENT

Baseline Documentation

Post Office Block Building
909-913 BROADWAY STREET
Marysville KS 66508

To remain eligible for listing on the National Register of Historic Places, a Subject Property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of the Post Office Block Building.

Current photo documentation and a narrative description of the property from the National Register nomination must be attached to this baseline documentation. The narrative description must be updated if does not reflect the current appearance and condition of the Subject Property.

Significant Character-Defining Interior Spaces and Features

Unknown. This preservation grant was for exterior work only.

Significant Character-Defining Exterior Spaces and Features

1. Italianate arcaded block. Seven arched bays on main level with segmented-arched windows above each arch on the main level.
2. Brackets at cornice.
3. Stone accents in keystones above window openings.
4. Three bay windows on east elevation, upper level.
5. Flat roof with parapet.



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

AGENDA ACTION FORM

Marysville City Council

Meeting Date: December 27, 2023

Title: Proposal by Getting Great Rates for Sanitary Sewer and Water Rate Analysis

Motion Resolution Ordinance Other

Background Information: Both Sanitary Sewer collection/treatment and Water treatment/distribution are municipal services that are paid for by user fees. The fees, or rates, are intended to generate sufficient revenue to fund the full cost of providing the service which includes annual operation and maintenance expenses as well as additions and replacement of infrastructure that is needed to operate the respective utility systems. Rates for both sanitary sewer and water should be structured to recover true and full cost of service, and to accomplish that most cities follow a rates formula that has been devised by the American Water Works Association. That formula also achieves equity in rates by assigning a larger portion of system overhead costs to user classes that require a greater capacity to provide services.

Justification: Water rates in Marysville were last adjusted in January of 2015, following annual increases for the preceding seven years. Sanitary sewer rates were increased in January 2011 under a five-year phase in process, however the final two years of the phase-in was repealed by the City Council in 2013. The water rate increase followed the identification of capital improvement needs through studies conducted by both Kirkham Michael & Assoc. as well as Cohorst Engineering. A comprehensive rate analysis was not conducted for the water system at that time, rather a financial projection of future system revenue needs was prepared by Kickhaeffer & Assoc. that resulted in a recommendation for an increase in rates. With the passage of eight years (water) and ten years (sanitary sewer) since the last rate increases, the ability of both systems to generate revenue in excess of operation and maintenance requirements has eroded as revenues have remained level while operating costs have increased. Importantly, both utilities at present are not generating sufficient revenue for expansion and replacement of capital facilities.

Financial Consideration: The combined cost for rate analysis for both water and sanitary sewer utilities is \$14,414. The cost will be allocated to each with the water system paying \$6,623 and the sanitary sewer system paying \$7,791.

City Administration Recommendation: Approve

Attachments: Proposal from Getting Great Rates

Proposal for Sewer and/or Water Rate Analyses Marysville, Kansas

Introduction

The interim city administrator believes a sewer rate analysis is needed. I agree. However, water rates and fees may be at issue, too, so this proposal includes that service as analysis option. This proposal speaks as if you will select both analyses, but you may request either or both. If you do not select a service from the beginning, you are welcome to select it later on as long as the analysis project is still active.

For all services, you need rates and fees that are adequate and fairly structured. Rate analysis examines your incomes, costs, capital improvement needs and other things and calculates such rates and fees. I propose to do that analysis for you and give you guidance on rate setting.

This proposal describes rate analyses (later referred to as the “analyses”) for Marysville, Kansas (later often referred to as “you”). These analyses will be performed by GettingGreatRates.com (later simply called “I” or “me”).

Expected Results

With completion of the analyses:

1. You will discover at what level each utility needs to be funded to accomplish needed system development and improvement, refurbishment, repair, maintenance, operation, and reserves building.
2. You will have a good sense of the rates it would take to make the utilities sustainable.
3. You will have the “proof” you need to convince council members, ratepayers, and property owners why rates and fees should be set as modeled.
4. You will have the “proof” you need to show funding agencies and the lending market why your systems deserve the grants, loans, and loan terms you desire.
5. You will successfully comply with your permit to dispense water, NPDES permit, and other regulations and requirements from the regulatory agencies.

Revenues, Qualifications and References of GettingGreatRates.com

The firm’s revenues all come from rate analysis and related work. See the attached references list for details. The list includes all rate analysis clients since 2019. GettingGreatRates.com has one office in Jefferson City, Missouri but we operate nation-wide.

Carl Brown, President, will perform all analysis work for this project. He has been doing rate analysis since 1993. For most of that time he has also been teaching practitioners all over the U.S. on rate analysis and rate setting, writing guidance, including the rate setting book, “How to Get Great Rates,” the “Rate Setting Best Practices Guide,” and designing rate analysis software.

Jacki Hicks, Vice-president, will assist in the analyses by doing data testing and data input. Ms. Hicks prepares analysis models, especially those for analyses that require databases. Ms. Hicks has approximately 27 years of experience in accounting, financial assurance and complex spreadsheet and database design. Ten of those years have been devoted to utility rate analysis.

You may expect your analysis results package to look much like the rate analysis report packages that can be found on the right side of this Webpage <https://gettinggreatrates.com/freebies/freebies.shtml>.

Form of Agreement

This proposal and your acceptance, perhaps by e-mail message of one or more service packages, is all the agreement I need. Nearly all my clients acquire my services this way.

Guarantee

If you are not satisfied with our work, don't pay us.

Details: If you are unsatisfied with our work, simply tell me about it. I will do my best to make it right by you. If I still am not able to satisfy you, notify me by mail or e-mail. I will cease the services in question at that point, you will owe me nothing for those services and I will refund any payments you may have already made for those services.

This has been my guarantee from the day the company was formed. No client has invoked this guarantee to-date and I do not plan to have you be the first.

Insurance

The firm carries the following insurance:

- Professional liability, \$2,000,000 limit, United States Liability Insurance Company (USLI)
- General liability, \$1,000,000 limit, USLI
- Auto liability, \$1,000,000 limit, American Family Insurance Company

Scope of Services That You May Select or Decline, at Your Option

The following service packages are intended to satisfy your rate analysis and rate setting needs.

- Service Package 1 is analysis of your sewer utility's user charge and other fee adjustment needs. Modeling will cover all important issues that are expected to arise over the next ten years. Modeling will arrive at the rates and fees needed to pay the costs of your situation. I call that a "scenario." Service Package 1 will cover up to three scenarios of issues and events you want me to examine. You are likely to ask for two scenarios.
- Service Package 2 is the same as Service Package 1 except it covers water rates and fees. It also includes up to three scenarios of issues and events you want me to examine.
- Service Package 3 is for on-site visits. Each visit will be one instance of this service package. I generally recommend one on-site visit to present completed analyses and recommendations and to answer questions at a public council meeting, especially when more than one utility's rates are being analyzed.
- Service Package 4 is an hourly rate for doing, for example, an on-line "meeting" rather than an on-site visit, modeling of scenarios over three, or any other service not covered by Service Packages 1, 2, or 3.

You may add or drop service packages at any time.

I verified that Marysville is a member system of the Kansas Rural Water Association (KRWA), therefore, Marysville qualifies for the 25 percent RATES Program discount <https://krwa.net/TECHNICAL-ASSISTANCE/Rate-Reviews>.

Approach and Timeline

I have scoped your situation, which looks much like that of most of my clients. As the project proceeds, I or you may discover that conditions are different than they first appeared. Or you may decide you want a different rate structure than I initially proposed. Such things happen. Regardless of how the project unfolds, I will carry you all the way through to rate structures and levels that work for you.

Most analyses include the same basic elements, but they do not necessarily get completed in the same order. Your project will likely proceed approximately as follows:

1. I will call your contact person, probably the day I am notified that I will be doing the analyses, to discuss data needs and get the contact started on initial data retrieval.
2. Your staff will assemble and send to me data and information, most of which is described in the "Data Needs Sheet," attached. I will guide your staff through the entire process. Where data is missing, I will create estimates or help you to create estimates. When your staff has difficulty understanding what data I need or how to get it, I will talk them through it. Initial data retrieval will be accomplished early on, preferably within a few weeks. Some data will be acquired throughout the project.
3. I will analyze this data and information and build your rate analysis models.
 - a. Coordinating with your contact, I will target a set of goals ten years in the future for each utility. At a minimum these will include covering all costs, including capital improvements over that time period, and building appropriate reserves.
 - b. I will model rates on a "cost-to-serve" basis to satisfy those goals, and I will model rates in other structures you may desire as well as cost and other variations you or we think may come about.
 - c. Pace of the project is primarily driven by the speed at which the contact gathers and sends data. Most of my projects take about six months, primarily because it takes months for most contacts to get me all the needed data. But I am quite busy with clients right now and will be into next spring. I may cause some delay, too.

A "scenario" is a set of data and assumptions for which I build a separate model and include in a narrative report to explain the results of that modeling. I generally run five to perhaps 20 data and assumption sets while modeling to arrive at the optimum set of rates and fees that are adequate, fairly structured, and "doable" in the eyes of the governing body. I report the best of those options as my recommended rates – that is one scenario. Only a model that I separately name and include in a report to you is a "scenario."

Besides the recommended rates model, I may create an additional scenario to depict capital improvements, repair and replacement costs, or general operational costs running a certain percentage more than assumed in the first model. A third model may depict a different rate structure. Scenarios enable you to see how sensitive rates would be to various things happening.

An example of what is not a scenario is this. Your contact asks me on the phone, "What if we did this?" I change the working model to depict that and tell your contact the result and that is the end of it. That is not a reportable scenario.

Likewise, if you ask for changes or corrections to a reported model, the new version is not a new scenario. It is a revised or corrected version of the original scenario.

- d. Once models have been built, “what-if” scenarios will be run to find the optimum mix of rate and fee levels and structures, capital improvement funding options, reserve levels, etc. to suit the needs of your utilities.
4. During the latter part of the project, I will examine as many scenarios of your possible future as it makes sense. I will share with you all that you want to see. Each such “scenario” that gets reported to you will be one of the three covered by each service package.
5. You will likely choose to consider adopting rates and funding levels from the one or two most promising scenarios for each utility.
6. Final output will include a cover letter, a narrative report of my findings and recommendations and copies of the analysis scenarios that interest you.
 - a. The project is “complete” when you say it is. Until then, I will reanalyze and issue supplemental or replacement reports until you are satisfied.
7. If you have me make an on-site visit, I will present my final analysis results and recommendations to your council in person. (Alternatively, we could conduct that meeting on-line.) If needed, I will also meet with staff to discuss how to make changes to billing, equipment replacement scheduling, capital improvements planning and any other administrative or operational issues that are discovered.
8. As you draft proposed amendments to your ordinances, rules, or resolutions to make the rate, fee, and other changes, at your request I will review those changes to assure that they will accomplish what you intend to accomplish.
9. The council will pass amendments to set new rates and fees and make budget revisions and other changes. From this point forward, your utilities will be headed to a better financial and operational future.

Work Coordination and Contacts

Generally, I only communicate with your designated contact(s) about the analyses. There are degrees of exceptions:

1. I keep my KRWA contacts informed of my activities through the RATES Program. Therefore, I copy them on proposals, invoices, rate analysis reports and other communications of similar importance. But I have an understanding with them that they will not divulge information I share with them to others. Other than, perhaps, using your project as a teaching example after the project is complete, or learning of additional ways they can help you; they have little call for discussing your situation anyway. **Sharing with them is mainly done to help them to oversight my work in real time, because this is a supervised service program.**
2. Analysis depends on data and information from funding and permitting agencies, engineers, and similar entities. Interaction with these entities is a task you should handle. Then, when I need something from these entities, I will just ask my contact. But if you need me to make such outside contacts, I can do that.

3. On occasion, a ratepayer, developer, or someone else who would be affected by new rates will call or e-mail me direct. In those situations, I speak courteously with people and give them general information about how I perform analyses and the like, and then I refer them to my contact. I do not divulge important specific information about the client's analyses. I leave that up to the client. I apply this to council members, staff and other people who are not designated contacts but who are concerned about the rate analyses, or they want to "guide" the analyses even though they are not one of my contacts. To put it bluntly, I guard against a council member "going rogue." It has happened.

Early on you will probably designate your clerk/treasurer and public works supervisor to be my contacts. This stage is primarily a data gathering and modeling function. When we progress to the reporting out stage you may want to also designate a policy-related person, such as the mayor, as I prepare rate, fee, and proposed policy action recommendations. That will help me arrive at "doable" rates easier.

I sum up my contacts policy like this. You are my client. I work for you. When I give my work product to your designated contacts, it becomes your property and no one else's until you make it public.

Use of Electronic Technology

I do almost all analysis work electronically and remotely, usually receiving and sharing data and information by e-mail attachment, or OneDrive for the rare large file. I prefer to receive numerical data (financial statements, customer usage data and the like) in a spreadsheet format and textual material (proposed ordinances or rules) in a word processor format. But we can work with other formats, too. When I return material to you that you need to manipulate further, such as a revised ordinance, I will return it electronically in a format you can conveniently use. You will receive my analysis report and the analysis model output, and any follow-up reports electronically as PDF documents.

Investment

Based on your choices for services, and because Marysville is a current member system of KRWA, following are your complete investments for my services, materials, and travel costs:

- **Service Package 1**, sewer rate analysis – full fee of \$10,389, less the Kansas RATES Program discount of \$2,597 yields a **net fee of \$7,791**
- **Service Package 2**, water rate analysis – full fee of \$10,389, less the Kansas RATES Program discount and multiple rate analyses discount totaling \$3,766 yields a **net fee of \$6,623**
- **Service Package 3**, on-site visits – \$1,541, less the Kansas RATES Program discount of \$385 yields a **net fee of \$1,156 per visit**
- **Service Package 4**, hourly rate for anything not included in Service Packages 1 through 4 – \$167.56, less the Kansas RATES Program discount of \$41.89 yields a **net fee of \$125.67 per hour**

If you choose Service Package 1 and an on-line meeting with the council that takes (for example) three hours of my time, paid through Service Package 5, the total investment would be \$8,168, which includes total discounts of \$2,723.

Once the project gets started you may add or drop service packages as your needs become clearer.

Proposal Acceptance

This proposal is effective through February 1, 2025, if you choose at least one service package by January 1, 2024. If the project runs past February 1, 2025, I likely will be glad to extend the end date, but I would seek your approval of increasing the rate of my fees for any fees still owed by the annual increase amount (normally five percent per year) that I will have made to my fees by that time.

Once you tell me what service packages you desire, and you provide data to work with, I will immediately start to produce the analyses.

Action item: If you accept this proposal call me to tell me what services you desire. Or give me the same information in writing by e-mail message.

Payment

- I will first invoice you for one-half of Service Packages 1 and 2, or whichever of these you choose, after three calendar months from proposal acceptance made by phone call, e-mail or however you choose to notify me.
- I will invoice you for the balance of Service Packages 1 and/or 2, as appropriate, and all of Service Packages 3 and 4, if requested and performed, at 12 calendar months after proposal acceptance. If the project is complete before 12 calendar months, I will invoice you for the balance of all services at project completion.
- If services like an on-site visit or hourly work are requested and delivered after the twelfth calendar month, I will invoice for those soon after those services are completed.

It is likely the project will be completed in six months. In that case you would make the first partial payment at three months and a payment for the balance of services when the project is completed.

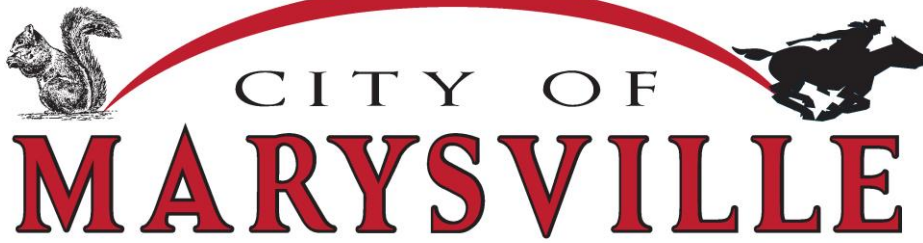
In Closing

I am looking forward to the opportunity to conduct your rate analyses to get your utilities' rates and finances on an excellent track.

Best regards,
GettingGreatRates.com



Carl E. Brown
President



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

AGENDA ACTION FORM

Marysville City Council

Meeting Date: December 27, 2023

Title: Approval of Professional Services Agreement and Affidavit in Support of Application for State of Kansas Water Projects Grant

Motion Resolution Ordinance Other

Background Information: During the 2023 Session, the Kansas State Legislature approved \$85m in funding over five years for a new Water Projects Grant Fund to be administered by the Kansas Water Office. Wastewater projects, including active projects, are eligible for up to \$1m in funding. The Wastewater Lagoon and Wetland Project, currently underway, is believed to be an eligible project for grant funding. This Agreement authorizes the North Central Regional Planning Commission to submit application on behalf of the City of Marysville for a grant of up to \$1,000,000 to assist with the financing of that project. The Affidavit acknowledges the City’s awareness of requirements of the grant program and authorizes the submission of the application.

Justification: The financing package for the Lagoon/Wetland Project currently includes a combination of City cash, a CDBG award of \$600,000, and a borrowing from the State Revolving Loan Fund in the amount of approximately \$1.8m. Funds awarded from this grant application would reduce the amount of borrowing that would need to be made for the Project.

Financial Consideration: Fee for submission of grant application documents is \$750. Fee for administration of the grant, if received, is 5% of grant award up to a maximum of \$15,000.

City Administration Recommendation: Approve

Attachments: Professional Services Agreement. Affidavit in Support of Grant Submission

CITY OF MARYSVILLE, MARSHALL COUNTY, KANSAS

PROFESSIONAL SERVICE AGREEMENT

This document is (hereinafter called AGREEMENT) is made as of the 18th day of December in the year 2023, by and between the City of Marysville, Kansas (hereinafter called the CLIENT), and the North Central Regional Planning Commission of Beloit, Kanas (hereinafter call the ADMINISTRATOR). The purpose of the AGREEMENT is to provide the CLIENT with assistance with the services outlined in Article 1, on its upcoming KWO construction grant application - Marysville Lagoon Construction Improvements Project (hereinafter called PROJECT).

WITNESSETH that the CLIENT and the ADMINISTRATOR in consideration of their mutual covenants, herein agree to the performance of the PROJECT to which this AGREEMENT applies. The ADMINISTRATOR will serve as CLIENT'S representative for the PROJECT only, as set forth hereinafter, and provide the professional services described in exchange for payment as described herein:

ARTICLE 1: SERVICES

- 1.1 Application Services: Kansas Water Office (KWO)
- 1.2 Environmental Services: None
- 1.3 Administrative Services: Kansas Water Office (KWO)
- 1.4 Other Services/Fees:

(Hereinafter called GRANTOR/LENDER(S))

The ADMINISTRATOR will provide the above listed services and others as required to successfully implement program requirements set forth by the GRANTOR/LENDER(S).

The administration portion of this AGREEMENT is contingent upon the CLIENT securing full funding for the PROJECT. Both the CLIENT and the ADMINISTRATOR mutually agree that, in the event the CLIENT does not secure funding for the PROJECT, the administration portion of this AGREEMENT becomes subject to negotiations. Upon receiving notice, the parties will engage in good-faith negotiations to assess the impact on the PROJECT and reach a fair and mutually acceptable agreement regarding a price adjustment.

The agreed-upon price adjustment will be formalized through a written contract amendment to the AGREEMENT, duly executed by authorized representatives of both parties.

ARTICLE 2: CLIENT RESPONSIBILITIES

The CLIENT shall:

- 2.1 Provide all criteria and information as to the program requirements for the PROJECT by furnishing copies of all documents it receives related to the project.

- 2.2 Give prompt written notice to the ADMINISTRATOR whenever the CLIENT observes or becomes aware of any events affecting the scope of work or timing of the ADMINISTRATOR's services.
- 2.3 Withstand all costs incident to performing the requirements of this Article 2.
- 2.4 The CLIENT is responsible for all publishing costs.

ARTICLE 3: ADMINISTRATOR RESPONSIBILITIES

One member of the NCRPC staff will be assigned specific responsibility for collaborating with the CLIENT. It is understood that this staff member has the personal discretion of accessing the assistance and expertise of other NCRPC staff and that any time these individuals spend on the project will count towards services provided. The scope of services provided by the ADMINISTRATOR during the course of the project will consist of the following:

3.1 Application Services

- 3.1.01 Meet with representatives from the CLIENT as needed throughout the application process;
- 3.1.02 Prepare, and explain, as desired, the GRANTOR/LENDER Application(s).

3.2 Environmental Services - N/A

3.3 Administrative Services

- 3.3.01 Prepare, and explain, as desired, the GRANTOR/LENDER Agreement(s) between the CLIENT and GRANTOR/LENDER(s).
- 3.3.02 Assist in resolving obligation conditions with GRANTOR/LENDER(s) and submittal of said conditional documents to GRANTOR/LENDER(s).
- 3.3.03 Assist the CLIENT with the procurement of professional consultants and small purchase Contractors by developing qualification/proposal notices and review methods, contacting prospective firms, and advertising where appropriate.
- 3.3.04 Prepare quarterly progress reports, requests for payment and cash disbursement reports for review by the CLIENT, detailing all events of previous periods in sufficient fashion to inform the CLIENT and GRANTOR/LENDER(s) of project progress and financial status.
- 3.3.05 Act as liaison between CLIENT and GRANTOR/LENDER(s) and all parties under AGREEMENT with the CLIENT for the purpose of successfully implementing the project, providing each with information pertaining to the program(s).
- 3.3.06 Act as Labor Standards Officer to monitor and complete PROGRAM labor standards forms in keeping with PROGRAM procedures.
- 3.3.07 Assist the CLIENT with the local record keeping according to the program guidelines.
- 3.3.08 Carry-out Furthering Fair Housing activity and complete Civil Rights compliance forms as required by

GRANTOR/LENDER(s) and as agreed to by the CLIENT.

3.3.09 Prepare and guide the CLIENT through an and all relocation events, as needed during the project.

3.3.10 Prepare and present the Closeout Documents upon completion of the project construction and monitoring by GRANTOR/LENDER(s).

3.3.11 As needed by the CLIENT, assist with auditor procurement and auditor understanding of project activities.

3.4 Other Services/Fees

ARTICLE 4: PERIOD OF SERVICE

The aforementioned services shall be provided to the CLIENT encompassing a period of time first beginning December 18, 2023 and ending on or about December 31, 2024. Closeout assistance will be provided to the CLIENT as needed beyond the ending date of this agreement.

ARTICLE 5: COMPENSATION AND PAYMENT

If funds are awarded, the ADMINISTRATOR shall provide the aforementioned services for an amount not to exceed \$15,750 (FIFTEEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS) as detailed below. \$75/hour up to 10 hours for a max of \$750 for the application. Administration would be 5% of award to a max of \$15,000. If funds are not awarded, the CLIENT will pay the ADMINISTRATOR for services rendered.

5.1 APPLICATION SERVICES	
Kansas Water Office (KWO)	\$750
	\$
	\$
	\$
	\$
APPLICATION SUBTOTAL	\$750
5.2 ENVIRONMENTAL SERVICES	
None	\$0
	\$
	\$
	\$
	\$
ENVIRONMENTAL SUBTOTAL	\$0
5.3 ADMINISTRATIVE SERVICES	
Kansas Water Office (KWO)	\$15,000
	\$
	\$
	\$
	\$
ADMINISTRATIVE SUBTOTAL	\$15,000
5.4 OTHER SERVICES / FEES	

	\$0
	\$
	\$
	\$
	\$
OTHER SUBTOTAL	\$0
TOTAL	\$15,750

Billings shall be made by the ADMINISTRATOR to the CLIENT in accordance with GRANTOR/LENDER policy and program schedules for services rendered. Payment shall be made to the ADMINISTRATOR within thirty (30) calendar days after the date of the billing. The aggregate total of all such billings will not exceed the amount stated earlier in Article 5.

ARTICLE 6: CHANGE IN SERVICES

The services detailed in the AGREEMENT shall be subject to modification or supplement upon the written agreement of the AGREEMENT parties.

Should the proposed project necessitate changes orders or mitigation measures, such as a Cultural Resource Survey or MOA by the State Historical Society or relevant Tribes, the ADMINISTRATOR will charge an additional fee of \$75 per hour up to a maximum of \$1,500, for the facilitation of each effort.

If there are changes to the ADMINISTRATOR's contract rates during the Period of Service, the CLIENT will receive written notification from the ADMINISTRATOR. Upon receiving this notification, both parties will participate in sincere negotiations to assess the appropriateness of a contract amendment for the remainder of the Period of Service.

Additionally, the ADMINISTRATOR will charge an additional 10% of the administration cost each quarter for any project delays or time extensions. Any such modification in the AGREEMENT shall be incorporated by a contract amendment. The contract amendment shall specify the revised timelines and any other relevant terms affected by the extension. The ADMINISTRATOR may opt to utilize local persons to assist with some aspect of this project.

ARTICLE 7: TERMINATION

7.1 Termination for Convenience

7.1.01 Either party may terminate this agreement at any time, for any reason, by providing written notice to the other party.

7.2 Termination for Cause

7.2.01 If either party fails to perform its obligations under this agreement or breaches any material term, the non-breaching party may terminate this agreement by providing written notice specifying the breach.

7.2.02 The breaching party shall have (30) days from receipt of the notice to cure the identified breach. If the breach is not cured within the specified period, the non-breaching party may terminate the agreement.

7.3 Termination Due to Force Majeure

7.3.01 Either party may terminate this agreement without liability if performance becomes impossible or impractical due to a force majeure event, including but not limited to acts of nature, war, terrorism, or government regulations.

7.3.02 The party seeking to terminate due to force majeure shall promptly notify the other party of the event and its impact on performance.

7.4 Effects of Termination

7.4.01 Upon termination, both parties shall be relieved of further obligations under this agreement, except for those obligations that, by their nature, survive termination.

7.4.02 Termination shall not affect any rights or remedies that may have accrued to either party before the effective date of termination.

7.5 Termination Assistance

7.5.01 In the event of termination, both parties agree to cooperate in the orderly transfer of responsibilities and information to ensure minimal disruption.

7.5.02 Any outstanding payments or deliverables up to the termination date shall be settled within thirty (30) days of termination.

Regardless, the ADMINISTRATOR shall receive compensation based on the reasonable value of the services provided up to the point of termination, as outlined in this AGREEMENT.

ARTICLE 8: CONFLICT OF INTEREST

The CLIENT and the ADMINISTRATOR are not to employ persons sharing familial status as such to create a conflict of interest without having gone through required PROGRAM procurement procedures.

ARTICLE 9: ARBITRATION

Any controversy or claim arising out of or related to this AGREEMENT shall be settled by Arbitration. A single Arbitrator under the current rules of the American Arbitration Association shall conduct the Arbitration. The Arbitrator shall be chosen from a pool of persons capable by training and experience to understand and pass upon problems to be considered. No one shall serve as Arbitrator who has or has had any financial or pecuniary interest with any of the parties. No Arbitrator shall be an advocate for any of the parties. The decision and award of the Arbitrator shall be final and binding, and the award so rendered may be entered in any court thereof.

ARTICLE 10: COMPLIANCE

The ADMINISTRATOR shall be in compliance with all Federal, State, and local laws and ordinances applicable to the work covered hereunder. Furthermore, during the performance of this AGREEMENT, the ADMINISTRATOR agrees as follows:

10.1 The ADMINISTRATOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The ADMINISTRATOR agrees to post at conspicuous places, available

to employees and applicants for employment, notices stating the equal opportunity provisions.

- 10.2 The ADMINISTRATOR will, in all solicitation or advertisements for employees placed by or on behalf of the ADMINISTRATOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, religion, religious affiliation or national origin.
- 10.3 The ADMINISTRATOR will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this AGREEMENT, binding the provisions to any sub-contractor with the exception of small purchases of materials and supplies.
- 10.4 Copyrights, patents and reporting requirements as enacted by Federal and State rules will be followed by the ADMINISTRATOR.
- 10.5 The ADMINISTRATOR will comply with all provisions of Executive Order 11246, as amended by Executive Order 12086. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on federal or federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or retirement advertising, layoff or termination, rates of pay or other forms of compensation and selection or training and apprenticeship.
- 10.6 The ADMINISTRATOR will also comply with Title VI of the Civil Rights Act of 1964. Furthermore, the ADMINISTRATOR shall comply with Section 109 of the Housing and Community Development Act of 1974.
- 10.7 THE ADMINISTRATOR will comply with the Cranston-Gonzales Affordable Housing Act of 1990.
- 10.8 The ADMINISTRATOR will comply with Section 3 of the Housing and Community Development Act of 1968 and the Age Discrimination Act of 1975.
- 10.9 The ADMINISTRATOR will comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reasons of his or her handicap, be excluded from participation, denied benefits, or subjected to discrimination under any program or activity receiving federal funds.
- 10.10 The ADMINISTRATOR will abide by Title VII of the Civil Rights Act of 1968 (Fair Housing Act) and Executive Order 11063 which states that no person shall, on the basis of race, color, religion, sex or national origin, be discriminated against in housing such as that provided with federal assistance.
- 10.11 The ADMINISTRATOR shall also comply with the Kansas Act Against Discrimination in order to prevent discrimination.
- 10.12 The ADMINISTRATOR shall comply with the removal of architectural barriers in which new construction of public buildings is involved.
- 10.13 The ADMINISTRATOR agrees to maintain project records for a period of at least three (3) years from project completion.
- 10.14 The ADMINISTRATOR shall comply with KDHE SRF Contract Provisions for Consultant Contracts.

This space left intentionally blank.

ARTICLE 11: BINDING UPON SUCCESSORS

This Agreement shall be binding upon the undersigned parties, their successors, assigns and legal representatives. It is further agreed that this AGREEMENT and all Agreements entered into under the provisions of this AGREEMENT shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, said parties have caused this Agreement to be signed by their duly authorized officers in two (2) counterparts, each of which shall be deemed an original, on the day and year first agreed to.

CLIENT:
CITY OF MARYSVILLE

ADMINISTRATOR:
NORTH CENTRAL REGIONAL PLANNING COMMISSION

Todd Frye, Mayor

John Shea, Executive Director

ATTEST:

ATTEST:

Cindy Holle, City Clerk

Pepper Roberg, Office Manager

**AFFIDAVIT IN SUPPORT OF GRANT APPLICATION SUBMISSION
and
AUTHORITY TO SIGN**

Title of Project: City of Marysville Lagoon Construction Improvements

I, _____, being duly sworn, state the following:

1. I am the duly elected mayor of the city of Marysville submitting this sworn statement in support of the attached Water Projects Grant application: City of Marysville Lagoon Construction Improvements. The project will be located in Marshall county.
2. All statements in this affidavit are based upon my personal knowledge and are true to the best of my knowledge.
3. I am aware of the project and have reviewed the application materials that are being submitted and authorize our professional consultant, Amanda Horn, to sign and submit the application on our behalf.
4. I am aware of all aspects of the project as submitted and the requirements of the program and authorize the application to be submitted.
5. I acknowledge that the city of Marysville retains all legal rights and responsibilities related to the purposes for which this application is being submitted.

Name: _____

Signature: _____

Subscribed and sworn to before me this _____ day of _____, 2023

Notary Public

My Appointment Expires: _____



Tuesday, December 19, 2023

Good Morning Cindy,

I would like to be placed on the City Council Meeting Agenda for Dec 27th. Parking here at the clinic is a severe issue. Our parking spaces are always filled by employees of downtown businesses. We had initially sent out a letter asking surrounding business owners to encourage their employees not to park there, but it has not helped. We need 1- or 2-20-minute parking places to better assist our patients. Typically, we have our patients in and out within a 20-minute time span. I had spoken to Austin St. John when we first realized this was an issue, and mentioned a Handicap parking place, and he stated there was enough Handicap parking places allotted to the handicap. When I counted it, it was 10% of the downtown parking places. As we have continued to grow, we have noted this is becoming more of an issue.

I have had geriatric patients have to walk from in front of the eye doctor to make an appointment and are so winded by the time they are here that they must rest before being able to ambulate back to an exam room. I have had a patient with an ankle injury that had to come from behind the Wagon Wheel limping, which again was a struggle. I see 100+ patients come through my doors a week, and this is a significant issue that is brought to our attention repeatedly. I feel that we are limiting people to medical care and placing them at increased risks with having to walk a block or more when they are ill, and these are due to the lack of available parking.

I do understand the parking downtown is a struggle already, but if the employees could park at a distance, then the businesses could see an increase in customer or patient flow because parking would be available. I have attached patient emails and a picture to be included with this request.

Respectfully,

Crystal Leis, MSN, APRN, FNP-C

 Sunflower Medical Clinic 

Phone: 785.619.6078

Fax: 785.619.6083

107 S. 8th St.
Marysville, KS 66508
Phone: 785.619.6078 Fax: 785.619.6083



Tuesday, December 19, 2023

Email #1:

Good morning, Crystal.

I wanted to reach out to express my concern in the lack of parking by the clinic. I know that you are somewhat limited; however, it is becoming too common to not be able to find adequate or convenient parking near the clinic. There have been several times where we have had to park several blocks away and walk, even while sick, to our appointment.

I know that this is at no fault of your own; however, is creating obstacles to seek medical care. I cannot imagine how difficult it must be for those with serious illness, the elderly, or even handicapped. If there is anything that could be done to alleviate the congestion, it would be greatly appreciated. Having the clinic downtown has been such a blessing and has helped add value.

Thank you for your assistance and attention.

Jen Craig

Email #2:

Hey Crystal!

I want to start off by saying how grateful I am for you and your clinic. Being able to make an appt for after 5:00 for our busy family has been a game changer for us! And the level of care you give - listening and asking questions. Knowing you care means a lot!

That being said ... it's a little frustrating when coming down to your clinic because of the parking situation. I know it's not your fault, but the parking isn't great. We are able to get in and out of vehicles easily but I'm betting it's hard for older people or anyone with an injury.

Thank you again for all you do!

Megan Behrens

Email #3:

I am writing this in regards to the parking. There have been many instances that I have had an appointment and its almost impossible to find a place to park. Just curious if there is something that could possibly be done,? Thank you. Wendy

Email #4:

As two elderly individuals with disabilities, struggle with mobility, and are patients at your clinic; it is very difficult to be seen there at times. I had to park behind the Wagon Wheel to make an appointment with you, and by the time I got into your clinic I could barely breathe. I sure wish there was something that could be done so I do not have to struggle so bad to be seen for my medical problems.

David and Janet Vinduska.

107 S. 8th St.
Marysville, KS 66508
Phone: 785.619.6078 Fax: 785.619.6083



Email #5:

Crystal's healthcare clinic has been a huge blessing for the community! She listens to her clients and is very sympathetic. My son and I both are grateful for the amazing care she has given us!

That being said, the lack of parking or inability to park is a challenge at times. When you are sick, the last thing that you want to do is to have to park a long distance away. And there have been times when I've circled the block a few times or had to drop off my kid and then circle around until a spot came open. The Sunflower Medical Clinic is great! But it would be better with easier access to parking for patients when they need it.

Thank you for listening,

Mary Schroller

Email #6:

Sunflower Medical has been amazing since it opened for several reasons: They can see you typically the same day, they care about you, and they get to know you. The struggle with it is though that there is never parking available for an appointment. I have had to park 2 blocks away with a sick kid to make the appointment. I feel that having 1 or 2 designated parking spaces to Sunflower would be greatly beneficial for their clients that can be seen for sick visits or even if there is a sports injury instead of having to limp 2 blocks to be seen. Sunflower is owned by a local provider who everyone knows, and can trust. We are trying to keep our healthcare in Marysville, but the parking to do that is a significant challenge.

Thank you.

Jared Wilson

Email #7:

To whom it may concern,

Crystal Leis and her staff at Sunflower Medical Clinic are definitely an asset in this community and a piece that was missing. With that being said, parking is an issue and a solution needs to be found. More times than not you can't find a close parking spot. For an appointment that's not due to illness it's not a huge issue but when your sick, I don't know about you, but the last thing I want to do when sick is drive around looking for a parking spot and then have to walk a block or two to the appointment. If a solution could be found, I know a lot of people would be so so grateful.

Thank you,
Jessica Curtis-Boese



POSS EXPRESS
BARN
MUSEUM



Jeep
MS KANSAS
159 LFG

372 ETT

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

Full Name (Responsible Party)

Mueeting Last Julia First Leigh-Ann Middle

Address: [REDACTED]

Home Phone #: _____ Work/Cell Phone #: [REDACTED]

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

DATE OF EVENT: January 14, 2024 LOCATION: Lee Dam Art Center

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

I Julia Mueeting, do hereby authorize a review and full disclosure of all records concerning myself to any duly authorized agent of the City of Marysville, whether the said records are public, private, or confidential nature. The intent of this authorization is to give my full and complete disclosure of the records of educational institutions, employment, and pre-employment records including background reports, efficient ratings, complaints, or grievances filed by or against me and the records and recollections of attorneys, or of other council whether representing me or another person in any case, either criminal or civil in which I presently have, or had an interest.

I understand that any information obtained by a personal history background investigation which is developed directly or indirectly, in whole or in part, upon this released authorization will be considered in determining my suitability of this application by the City of Marysville. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from all liability which may be incurred as a result of furnishing such information.

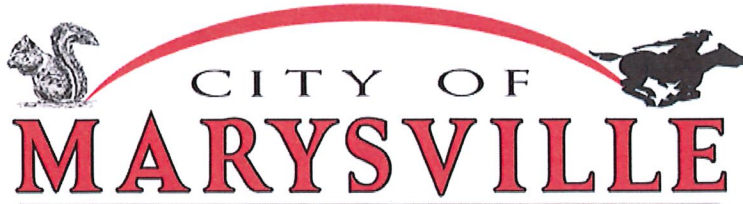
A photocopy of this release will be valid as an original thereof, even though the said photocopy does not contain an original writing of my signature.

Julia Mueeting Signature of Responsible Party 12/12/2023 Date

APPROVED BY COUNCIL THIS _____ DAY OF _____, 20____.

NOTE: FORMS MAY BE REJECTED IF NOT FILLED OUT COMPLETELY!!

Please Attach a Copy of a Valid Driver's License or Identification Card



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

2024 CEREAL MALT BEVERAGE APPLICATION

I certify, in accordance with Section 3-203 of the 2011 Code of the City of Marysville, that the below- listed premises to be licensed for 2024 cereal malt beverage sales were inspected and comply with the fire and health codes and ordinances of the City of Marysville:

Business

Manager

Astro

Alex Shultz

Approval to issue 2024 Cereal Malt Beverage licenses is hereby recommended.

12-20-23
Date



William Ralph
City Inspector



2024 CEREAL MALT BEVERAGE APPLICATIONS

In accordance with Sections 3-202 and 3-203 of the 2011 Code of the City of Marysville, I certify record checks have been conducted on the below listed applicants for 2024. Cereal Malt Beverage License to determine if the applicants are qualified as licensees under the provisions of Chapter 3, Article 2, of the 2011 Code of the City of Marysville.

Applicant

Alexander Shultz
Raymond Shultz
Evelyn Shultz

Favorable records checks were received on the applicants. I have examined, to the best of my abilities, the applicants to determine if any would be disqualified as outlined in Section 3-206 of the 2011 Code of the City of Marysville. I have found no reason for disqualification.

Date: 11/28/2023

MATT SIMPSON
Chief of Police

DECEMBER 27, 2023 -----ORDINANCE NO. 3812

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:

FUND		
100	GENERAL	\$ 78,199.44
200	WATER REVENUE	73,194.27
300	SEWAGE REVENUE	65,883.23
403	AIRPORT REVOLVING	24,092.55
512	LIBRARY REVOLVING	11,649.52
600	SWIM POOL SALES TAX	19,757.00
707	KOESTER BLOCK MAINTENANCE	287.59
711	EMPLOYEE BENEFIT	62,168.53
715	TRANSIENT GUEST TAX	9,913.89
800	SALES TAX	<u>201,085.10</u>
	TOTAL ORDINANCE	\$ 546,231.12

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3812 12/27/23

Date: 12/21/2023

Time: 11:29 am

Page: 2

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ECHO GROUP, INC	1629	PHOTO CELL, CONNECTORS, & ELECTRICAL TAPE	0	00/00/0000	365.00
				Vendor Total:	365.00
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	18,470.22
				Vendor Total:	18,470.22
EMC INSURANCE COMPANIES	905	INSURANCE-ADD 2023 GLOBAL STREET SWEEPER #4013	0	00/00/0000	69.77
				Vendor Total:	69.77
EMPTY CUP COFFEE BAR & BISTR	2667	COFFEE & HOT COCOA BAR FOR SMALL BUSINESS SATURDAY	0	00/00/0000	40.00
				Vendor Total:	40.00
ENERGY CENTER MANHATTAN PC	2333	MATERIALS & LABOR REPAIR LEAK AT POOL	0	00/00/0000	18,797.00
				Vendor Total:	18,797.00
EVERGY	1401	ELECTRICITY KOESTER APARTMENT 909 1/2 BROADWAY&REST 908 ELM	51589	12/18/2023	111.42 H
				Vendor Total:	111.42
FASTENAL	1894	BOLTS & HAMMER DRILL BIT	0	00/00/0000	99.82
				Vendor Total:	99.82
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	3,333.00
				Vendor Total:	3,333.00
GALLOWAY, WIEGERS & BRINEGA	0268	COURT LEGAL SERVICES 11/1/23-11/22/23	0	00/00/0000	1,575.00
				Vendor Total:	1,575.00
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	40,333.00
				Vendor Total:	40,333.00
HALL BROTHERS INC	0200	MILL&OVERLAY 9TH ST CALHOUN TO JENKINS,ELM 3-4,&AIRPORT HANGAR RD, 17 th St, Cemetery Entrance, + 74.94 ton Sand	0	00/00/0000	149,389.66
				Vendor Total:	149,389.66
HAUG COMMUNICATIONS, INC	22	XPR-3000 2900MAH BATTERY FOR HANDHELD RADIO-FIRE DEPT	0	00/00/0000	75.00
				Vendor Total:	75.00
HILLTOP TIRES LLC	2842	NEW BATTERY INSTALLED #1005	0	00/00/0000	230.00
				Vendor Total:	230.00
INLINE CONSTRUCTION	2321	INTERIOR WALLS,SPRAY FOAM,& SIDING-OLD FIRE ST 209.5 N 8TH + Interior/Exterior Concrete	0	00/00/0000	32,925.00
				Vendor Total:	32,925.00
IRON HORSE TRAINING & FITNESS	2821	EMPLOYEE MEMBERSHIPS	0	00/00/0000	202.00
				Vendor Total:	202.00
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS + Optional Group Life Insurance	0	00/00/0000	11,763.63
				Vendor Total:	11,763.63
KA-COM, INC.	2030	6 BAY RADIO CHARGER L3 HARRIS	0	00/00/0000	647.50
				Vendor Total:	647.50
KANSAS DEPARTMENT OF REVEN	0877	CMB STAMPS 2024 (8)	0	00/00/0000	200.00
				Vendor Total:	200.00
KANSAS ONE-CALL SYSTEM, INC	838	LOCATES (137) NOVEMBER	0	00/00/0000	164.40
				Vendor Total:	164.40
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER RL22DM000217	0	00/00/0000	709.39
				Vendor Total:	709.39
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE-NOVEMBER	0	00/00/0000	1,118.77
				Vendor Total:	1,118.77

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3812 12/27/23

Date: 12/21/2023

Time: 11:29 am

Page: 3

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
KANSAS RURAL WATER ASSOCIA	0696	KRWA 2024 MEMBERSHIP & DUES	0	00/00/0000	920.00
				Vendor Total:	920.00
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	3,447.09
				Vendor Total:	3,447.09
KMIT -KS MUNICIPAL INSUR TRUS	243	2024 WORKERS COMPENSATION INSURANCE PREMIUM	0	00/00/0000	34,740.00
				Vendor Total:	34,740.00
KRAMER OIL CO., INC	0035	GAS, DIESEL, PROPANE, & OIL	51586	12/13/2023	5,928.05 H
				Vendor Total:	5,928.05
STEVEN ALLEN KRAUSHAAR	0974	COURT APPOINTED SERVICES HALIE SPARKS	0	00/00/0000	100.00
				Vendor Total:	100.00
WAYNE ALLEN KRUSE	2909	C&T DIRECTOR SALARY PER CONTRACT-DECEMBER	0	00/00/0000	2,500.00
				Vendor Total:	2,500.00
LINK MEDIA OUTDOOR	2786	BILLBOARD RENT HWY 24-JANUARY 12/14/23-1/10/24	0	00/00/0000	210.00
				Vendor Total:	210.00
MARSHALL COUNTY HEALTH DEP	3021	TDAP VACCINE-SEVERY ARGO CUT BY RUSTY METAL AT DUMP	0	00/00/0000	85.00
				Vendor Total:	85.00
MARYSVILLE ADVOCATE	0017	ADS-SMALL TOWN CHRISTMAS-PINK FRIDAY & CHRISTMAS OPENING + Fall Clean Up week	0	00/00/0000	606.00
				Vendor Total:	606.00
MARYSVILLE CHAMBER & MAIN ST	0013	DONATION FOR DOWNTOWN SPEAKER SYSTEM-APPROVED 11/22/21 + Chamber Bucks for Parade winners	0	00/00/0000	10,200.00
				Vendor Total:	10,200.00
JOHN T. MCNISH	2914	VIDEOGRAPHY SERVICES MONTHLY APPROVED 7/24/23 FOR 1 YEAR	0	00/00/0000	400.00
				Vendor Total:	400.00
MUNICIPAL SUPPLY, INC	579	REPAIR CLAMPS & TAPS	0	00/00/0000	2,066.44
				Vendor Total:	2,066.44
NEMAHA MARSHALL R E C	1044	ELECTRICITY-ST LIGHTS,WELLS,& LIFT STATION	51590	12/18/2023	1,571.40 H
				Vendor Total:	1,571.40
NETWORK COMPUTER SOLUTION	2223	INSTALL BATTERY BACK UP & RACK AT POLICE DEPARTMENT, Reinstall printer driver, + monthly services	0	00/00/0000	1,575.23
				Vendor Total:	1,575.23
PRAIRIE FIRE COFFEE SYSTEMS	0229	COFFEE-STREET DEPARTMENT	0	00/00/0000	119.80
				Vendor Total:	119.80
PRINTING SYSTEMS, INC	0367	1099 & W-2 FORMS & ENVELOPES	0	00/00/0000	241.84
				Vendor Total:	241.84
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	4,165.00
				Vendor Total:	4,165.00
SIGNS TO GO	2894	3X4' METAL SIGN-FIREARMS TRAINING RANGE	0	00/00/0000	180.00
				Vendor Total:	180.00
SWIMMING POOL REIMBURSEMENT	2494	REIMBURSE SWIM LESSON CLASS KATE FRESE	0	00/00/0000	60.00
				Vendor Total:	60.00
TRACTOR SUPPLY CREDIT PLAN	2907	BUSHINGS,BOLTS,WRENCH,GLOVES, HOWES,ANCHOR,GREASE,ETC	51588	12/18/2023	304.84 H

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3812 12/27/23

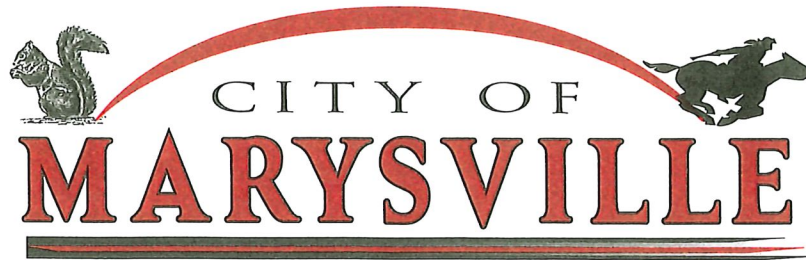
Date: 12/21/2023

Time: 11:29 am

Page: 4

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>304.84</u>
VERIZON CONNECT	2848	VEHICLE TRACKING SERVICE 10 VEHICLES (2 MONTHS)	0	00/00/0000	<u>363.00</u>
				Vendor Total:	<u>363.00</u>
WAL-MART COMMUNITY	1254	SHOP WITH A COP PROGRAM	51591	12/18/2023	<u>3,241.08</u> H
				Vendor Total:	<u>3,241.08</u>
WATER UTILITY RESERVE FUND	1989	TRANSFER PER BUDGET	0	00/00/0000	<u>5,000.00</u>
				Vendor Total:	<u>5,000.00</u>
WIBW-TV	2487	TV COMMERCIALS-CHRISTMAS	0	00/00/0000	<u>439.99</u>
				Vendor Total:	<u>439.99</u>
				Grand Total:	<u>546,231.12</u>
				Less Credit Memos:	<u>0.00</u>
				Net Total:	<u>546,231.12</u>
				Less Hand Check Total:	<u>104,831.98</u>
				Outstanding Invoice Total :	<u>441,399.14</u>
	Total Invoices:	80			



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

TO: Governing Body
FROM: William Ralph
City Inspector/ Zoning Administrator
DATE: December 15 2023
RE: Use Permitted Upon Review (Childcare for 6 persons or more)

The Marysville Planning Commission met on December 14, 2023 to have a hearing for a Use Permitted Upon Review for Pony Express Partnership of Children, Inc. They are planning on putting a daycare for 6 persons or more at 302 Alston St .They are currently licensed at another location for 12 spots but are wanting to increase that number to 24 spots.. After the hearing the Planning Commission voted to approve the Use Permitted Upon Review, Child Care for 6 Persons or more, subject to the provisions of Article 18, Supplementary Use Regulations.

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

To Marysville City Council
11/19/2023

The Marysville Fire Department held an election for officers on 11/8/2023. The final results for Chiefs are as follows:

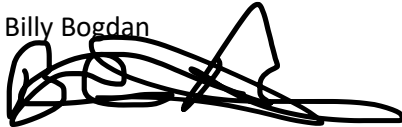
Chief – Don Ballman

Deputy Chief – Joe Pils

Assistant Chief – Alex Rombeck

If you have any questions concerning these nominations, please contact me at the number below prior to your meeting.

Billy Bogdan

A handwritten signature in black ink, appearing to read 'Billy Bogdan', written over a horizontal line.

Secretary

785-770-6441