

**AGENDA**  
**REGULAR MEETING**  
**May 24, 2021**  
**7:00 p.m.**

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

**1. APPROVAL OF MINUTES** - Regular Meeting: May 10, 2021 Pages 02-07

**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.

1. Poppy Proclamation Page 08

**3. BUSINESS AND DISCUSSION ITEMS**

- 1. Dog Training Classes In City Park Page 09
- 2. Feldhausen Field Lights Quote – Brad Thompson, Musco Pages 10-24
- 3. Koester House Museum & Gardens Job Description - Sharon Kessinger Page 25
- 4. Airport Hangar Contract Pages 26-31

**4. NOTICES AND HEARINGS**

**5. CONSENT AGENDA**

**6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3748** Pages 32-37

**7. STAFF REPORTS**

- 1. City Administrator Page 38
  - a. Demolition RFP's Pages 39-53

**8. STANDING COMMITTEE REPORTS**

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

**9. APPOINTMENTS & WAGE DETERMINATION**

**10. CITY ATTORNEY/EXECUTIVE SESSION**

- 1. Contract Cohorst 612 Broadway Pages 54-60

**11. ROUNDTABLE DISCUSSION**

**ADJOURNMENT**

Regular Meeting  
City Hall, Marysville, Kansas-May 10, 2021

Members of the Governing Body of the City of Marysville were called to order in regular session at 7:00 p.m. on the date and place noted above with Mayor Barnes in the chair. City Administrator 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: Schroller, Beikman, Price, Behrens and Throm. A quorum was present.

The minutes from the April 26<sup>th</sup> regular meeting were presented for approval. CM Throm moved, CM Behrens seconded to approve the minutes as presented. Motion carried by 5-0 voice vote.

**PUBLIC COMMENTS:**

**FBI LEEDA AWARD.** Matt Simpson, Assistant Police Chief won an award from FBI LEEDA. The Tom Stone LEEDA Award of Excellence was earned by Matt at his previous job with the Washburn Police Department where he hosted 20 FBI LEEDA leadership classes.

**BUSINESS AND DISCUSSION ITEMS:**

- 1. DEMOLITION REIMBURSEMENT 207 N. 3<sup>RD</sup> ST.** CI Ralph included pictures and an application for the Economic Development Incentive for a blighted property at 207 N. 3<sup>rd</sup> Street owned by Josh Blumer. CM Throm moved to reimburse up to \$2,500 to Josh Blumer to demolish a house at 207 N. 3<sup>rd</sup> Street, CM Beikman seconded. Motion carried unanimously.
- 2. DEMOLITION REIMBURSEMENT 403 MAY ST.** CI Ralph included pictures and an application for the Economic Development Incentive for a blighted property at 403 May Street owned by Brent Polson. CM Throm moved to reimburse up to \$2,500 to Brent Polson to demolish a house at 403 May Street, CM Beikman seconded. Motion carried unanimously.
- 3. DEMOLITION REIMBURSEMENT 708 N. 3<sup>RD</sup> ST.** CI Ralph included pictures and an application for the Economic Development Incentive for a blighted property at 708 N. 3<sup>rd</sup> Street owned by Brent Polson. CM Throm moved to reimburse up to \$2,500 to Brent Polson to demolish a house at 708 N. 3<sup>rd</sup> Street, CM Price seconded. Motion carried unanimously.
- 4. ALCOHOL CONSUMPTION AT LEE DAM ART CENTER TOM LEHECHKA.** Tom Lehechka requested an alcohol consumption permit for June 11, 2021 at the Lee Dam Art Center. CM Throm moved to approve the consumption request, CM Beikman seconded. Motion carried unanimously.
- 5. N. 7<sup>th</sup> STREET FROM ALSTON TO CAROLINA CLOSING REQUEST.** Tom Lehechka requested N. 7<sup>th</sup> Street be closed from Carolina to Alston on June 12<sup>th</sup> from 5 p.m. until midnight for a wedding reception which will be held at the Historic UP Depot. After discussion, CM Throm moved to approve closing N. 7<sup>th</sup> Street from Carolina to Alston June 12 from 5 p.m. until midnight, CM Price seconded. Motion carried unanimously.

6. **AVENUE OF FLAGS IN CEMETERY.** Jim Swim Jr. a representative from the American Legion Memorial Day Committee brought an example of the telescoping flag poles they would like to install in the City Cemetery. The City Crew will dig the holes and pour the concrete. The Legion will fundraise to cover the cost of the poles. The flags will begin at the west gate of the cemetery and there will be approximately 90 poles purchased. The Committee is asking for donations of \$300 to place your name on a donation plaque which will be placed in the Cemetery. Mr. Swim asked the Council to think of ways to put ambient light on the flags so they can remain up at night. These flags will be displayed on special holidays. CM Throm moved to approve the request to allow the American Legion Memorial Day Committee to begin fundraising to purchase telescoping flag poles to be placed in the City Cemetery, CM Behrens seconded. Motion carried unanimously.
  
7. **CONVENTION & TOURISM DIRECTOR AGREEMENT.** CA McNish wrote an independent management agreement with Toby Carrig. Mr. Carrig will be paid \$22,000 by the City and \$20,000 by the Pony Express Barn. This is a shared position with the Pony Express Barn Museum. The time worked for each entity will be about 20 hours per week. A performance evaluation will be conducted in 6 months with the possibility of a \$2,000 annual raise which will be paid by the City. A job description for each position is included in the agreement. CM Price moved to approve the agreement with Toby Carrig. CM Beikman seconded. Motion passed 4-1. CM Throm voting no stating he thought the pay should be equal between the 2 entities.

**NOTICES AND HEARINGS:** At 7:30 p.m. a hearing was conducted regarding the condemnation of the property at 205 N 10<sup>th</sup> Street owned by Julie and Sean Murphy. The water was turned off and all tenants have moved. Julie Murphy addressed the Council. CA McNish asked how the Council wished to proceed. The Council will continue the condemnation process and CA St. John will seek bids to demolish the building. The Council granted Julie Murphy 60 days to enter the property to recover anything she wishes to keep.

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

1. Convention and Tourism requests totaling \$2,920.00. Travel Kansas Magazine full page ad \$1,980.00, some cost will be reimbursed by businesses; Link Media Outdoor-billboard contract \$200.00 per month; \$240.00 2022 Kansas Travel Guide ad for Blue River Rail Trail, Black Squirrels on Parade and City Park Campground; \$500.00 Annual fee for Audio Tour in Marshall County, MCDC to reimburse half.
2. City Clerk's Report for April showed \$65,397.68 collected in receipts with a like amount being deposited with the City Treasurer.
3. Cash balances in funds as of April 30, 2021 were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through April 2021 showed unadjusted accumulated revenues in the General Fund of \$1,373,966 or 54% of budget; Water

Revenue Fund, \$248,244 or 28% of budget, Sewer Revenue Fund, \$258,077 or 34% of budget. Unadjusted statement of expenditures in the General Fund totaled \$1,178,463 or 36% of budget, Water Revenue Fund, \$297,539 or 19% of budget, and Sewer Revenue Fund, \$228,343 or 23% of budget.

4. Municipal Judge's Report for April showed \$4,560.96 being deposited with the City Treasurer and \$438.00 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

#### **APPROPRIATIONS ORDINANCE NO. 3747**

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$95,350.04; Water Revenue Fund, \$151,668.55; Sewage Revenue Fund, \$11,541.91; Special Improvements, \$5,000.00; Economic Development, \$1,000.00; Library Revolving Fund, \$4,871.73; Swim Pool Sales Tax \$1,367.33; Koester Block Maintenance, \$2,200.12; Employee Benefit, \$8,709.27; Transient Guest Tax, \$2,377.04; Municipal Equipment Reserve, \$14,409.00; Sales Tax Improvements, \$55,155.22; making a total of \$353,650.21.
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 Beikman seconded to approve the appropriations ordinance totaling \$353,650.21. Motion to approve the appropriations ordinance carried by 5-0 roll call vote. City Clerk Holle assigned Ordinance No. 3747.

#### **STAFF REPORTS:**

##### **CITY ADMINISTRATOR:**

1. **EQUALIS GROUP PURCHASING-FELDHAUSEN FIELD.** CA St. John said Equalis Group is a cooperative purchasing group that is free to municipalities. He has signed the City up for their services. The group will advertise a project nationally and evaluate the proposals which the City can use to purchase equipment. Their representative will present at the next council meeting with a quote for the lights at Feldhausen Field.
2. **DUMP TRUCK PURCHASE.** CA St. John reported there is a 2007 International dump truck on the PurpleWave Auction from the City of Mission. This truck is like the truck we purchased last year from the City of Mission at the PurpleWave Auction. CA St. John would like authority to bid up to \$50,000 to purchase this truck to replace our 1989 tandem dump truck in the Street Department. The funding would be 50% from Municipal Equipment Reserve and 50% from the General Fund Street Department. After discussion about the needs of the department, CM Beikman moved to authorize CA St. John to bid up to \$50,000 on the PurpleWave Auction for the truck, CM Price seconded. Motion carried unanimously. The Council discussed the need for a semi-trailer to haul rock. This would cut down on the number of trips with the dump trucks saving time and fuel.

3. **11<sup>TH</sup> ROAD SOUTH PHASE 1.** Phase 1 of the S. 11<sup>th</sup> Road project begins where the concrete ends and goes south through Keating Drive. This portion of the road will be concrete. The project will require easements for a temporary access road for residents on the west side of 11<sup>th</sup> Road. Council agreed the rock from the access road should be recovered for City use. The project would potentially be complete in the fall of 2021 or the spring of 2022. CM Throm moved to get out to bid the 11<sup>th</sup> Road South Phase 1 with bid opening date of June 9<sup>th</sup>, CM Behrens seconded. Motion carried 5-0.
4. **DISCOVERY CENTER PROJECT SOUTH OF BROADWAY.** The Council requested CA St. John talk with the Discovery Center staff about changing the location of the grant the City has received for an inter-active display. The Discovery Center staff agreed to move the project south in the first block south of Broadway to avoid busy traffic. CM Throm moved to place the display between Broadway and Elm on the 7<sup>th</sup> Street Corridor sidewalk, CM Behrens seconded. Motion carried 4-1. CM Schroller voted no stating she would like the project to be at the Pony Plaza.

*At 8:06 p.m. CM Frye entered the Council Chamber.*

5. **WARD REDISTRICTING.** City staff has done some research on the redistricting of the City Wards. The City currently bases wards on voter registration. The alternate method is to use population. In either method the wards should be split as evenly practicable. CA St. John was told by the LKM that there may be some free software available in September when the 2020 Census numbers are released. The redistricting cannot be completed before the fall election.
6. **UP DEPOT DESIGN.** One of the groups of students from the Kansas State University class that proposed updates to the old UP Depot area won a Merit Award for their design. The City has a book with all the designs from the class for future use.
7. **JULY 4<sup>TH</sup> FIREWORKS.** CA St. John said the City does not have a company to shoot fireworks for the City's annual 4<sup>th</sup> of July Celebration. The company the City has used for the past two years did not wish to come back. The Council discussed having no fireworks this year or having a local person shoot smaller fireworks. It was also discussed moving the fireworks display to a different date such as August 27 when the "Wall That Heals" will be at Feldhausen Field and Boss Nationals will be in Marysville. CA St. John will check on availability.
8. **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. CA St. John noted the Sales Tax Improvement Fund had been reimbursed by the Swim Pool Fund for the pool loan payment.
9. **CA ST. JOHN 2021 CONFERENCE REQUESTS.** CA St. John said if the ICMA Annual Conference scheduled October 3-6 in Portland, Oregon is in person he plans to attend as

negotiated in his contract. CA St. John also requested permission to attend the following conferences: Annual League Conference, Topeka, KS-October 9-11

KACM Annual Conference, Atchison, KS-December 1-3

CM Throm moved to approve CA St. John's attendance at the Annual League Conference and the KACM Conference. CM Frye seconded. Motion carried 6-0.

## **STANDING COMMITTEE REPORTS:**

### **STREET:**

- 1. CURB AND GUTTER.** CM Throm asked how the curb and gutter repairs were proceeding. CA St. John said the product used for forms is not available at the lumber yards, but the Department is ordering materials, so we are at a standstill. The curb and gutter projects are mostly projects from water leaks that have been repaired. CM Throm asked if that meant we were not doing catch basins either. CM Throm said, "Until we get started on a project, we can't get it done." If the Street Department cannot get it done, we need to hire it done.

### **WATER & WASTEWATER:**

- 1. WATER METER PITS.** CM Price and CM Beikman both had several complaints about meter pits that have not been installed but were paid for by the property owners. Some properties have been sold several times after the payment and are several years old. It was discussed the Water Department does not have time to install these and some of the pits will need to be bored. The City does not have the equipment to bore. The Council concluded they would like the meter pits to become a project and be bid out as the Water/Wastewater Department is called out on many emergencies which affect the amount of time they have for this project.

### **PARKS & RECREATION:**

- 1. CONDITION OF THE GRASS IN THE BOWL OF THE CITY PARK.** CM Beikman reported the grass in the bottom of the City Park on the 10<sup>th</sup> Street side is in poor condition. This area has been used for years by USD 364 for junior high football practice making it difficult for the City to grow grass. When the Stadium project at MHS is completed in August, this should eliminate use of the space and it will be addressed at that time. The area is also the drainage area for overflow of the storm sewer system from Spring Creek which does affect the grass too.

### **CEMETERY & AIRPORT:**

- 1. CEMETERY LOOKS GREAT.** CM Throm reported the City Cemetery looked great over the Mother's Day weekend and several people had visited it.
- 2. AIRPORT HANGARS.** The Council discussed the hangar at the Airport that has tin flying off and has sides and doors missing. The Airport Hangar Leases will be reviewed at the next council meeting and more specific maintenance requirements will be discussed.

**POLICE & FIRE:**

**ADMINISTRATION & FINANCE:**

**APPOINTMENTS:**

**CITY ATTORNEY:**

- 1. REDISTRICTING.** CA McNish passed out the state statute 14-103 on “Division of city into wards” and the wards shall be as equal in population as practicable. He stated the City of Marysville is a city of the 2<sup>nd</sup> class.

**EXECUTIVE SESSION:** At 8:46 p.m. CM Throm moved, CM Price seconded to recess in executive session to discuss possible acquisition of real estate pursuant to the acquisition of real estate exception K.S.A. 75-4319 (b) (6). This session will include the mayor, city council, the city attorney and the city administrator. The open meeting will resume in the city council chamber at 9:00 p.m. Motion carried unanimously. At 9:00 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. BURNING TRASH IN TOWN.** CM Frye asked is it is allowed to burn trash or furniture in town. He was told it is not allowed and the issue of burning has been addressed with some individuals in the city limits.
- 2. ZOOM MEETINGS ON STATE HOUSING SURVEY.** CM Schroller reported she had participated in a zoom meeting about housing. She encouraged all Council members to try to attend as there are all sizes of cities and lots of information the City could use.

There being no further business, at 9:03 p.m. CM Frye moved to adjourn, CM Price seconded. Motion carried unanimously.

Cindy Holle  
City Clerk



## POPPY PROCLAMATION

WHEREAS, America is the land of freedom, preserved and protected willing and freely by citizen soldiers;

WHEREAS, Millions who have answered the call to arms have died on the field of battle;

WHEREAS, A nation at peace must be reminded of the price of war and the debt owed to those who have died in war;

WHEREAS, The red poppy has been designated as a symbol of sacrifice of lives in all wars; and

WHEREAS, The American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower;

THEREFORE, I Jason Barnes, Mayor, of the City of Marysville, Kansas do hereby proclaim this 28<sup>th</sup> day of May, 2021 as POPPY DAY and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day.



From: Haylee Lubrano [REDACTED]  
Sent: Tuesday, May 18, 2021 8:43 AM  
To: cityclk@bluevalley.net  
Subject: Dog Training Classes

Hello, my name is Haylee Lubrano and I am a professional dog trainer and canine behavior specialist. I am wanting to offer an 8 week course to be open to the public free of charge starting June 7 ending July 26. Class will be held 6pm to 7pm on Monday nights. I am a business just trying to start up (Flint Hills Dog School) and am wanting to gain local exposure and help people with their dogs. We will go over basic commands and leash walking as well as discuss any behavioral issues they may be having. Dogs will be required to be on leash, with only one dog per person. Registration not required but suggested for planning purposes. References available upon request. Thank you for your consideration, I am looking forward to hearing from you. I am reachable at 785-268-0193

Sincerely,  
Haylee Lubrano  
Canine Behavior Specialist  
Flint Hills Dog School



# Control System Summary

## Project Specific Notes:

## Project Information

Project #: 210045  
 Project Name: Feldhausen Baseball Field  
 Date: 04/27/21  
 Project Engineer: Zach Morris  
 Sales Representative: Brad Thompson  
 Control System Type: Control-Link™ Control and Monitoring System  
 Communication Type: PowerLine-ST  
 Scan: 210045A  
 Document ID: 210045P1V1-0427150051  
 Distribution Panel Location or ID: Service #1  
 Total # of Distribution Panel Locations for Project: 1  
 Design Voltage/Hertz/Phase: 480/60/1  
 Control Voltage: 120

## Equipment Listing

DESCRIPTION	APPROXIMATE SIZE	
1. Control and Monitoring Cabinet	24 X 72	
	QTY	SIZE (AMPS)
Total Contactors	5	30 AMP
Total Contactors	2	60 AMP
Total Off/On/Auto Switches:	5	

Preliminary Plan  
 Confirm all Details - voltage,  
 # of distribution panels, etc.

### Materials Checklist

#### Contractor/Customer Supplied:

- A dedicated control circuit must be supplied per distribution panel location
  - If the control voltage is NOT available, a control transformer is required
- Electrical distribution panel to provide overcurrent protection for circuits
  - HID rated or D-curve circuit breaker sized per full load amps on Circuit Summary by Zone Chart
- Wiring
  - See chart on page 2 for wiring requirements
  - Equipment grounding conductor and splices must be insulated (per circuit)
  - Lightning ground protection (per pole), if not Musco supplied
- Electrical conduit wireway system
  - Entrance hubs rated NEMA 4, must be die-cast zinc, PVC, or copper-free die-cast aluminum
- Mounting hardware for cabinets
- Breaker lock-on device to prevent unauthorized power interruption to control power and powerline connection (if present)
- Anti-corrosion compound to apply to ends of wire, if necessary

Call Control-Link Central™ operations center at 877/347-3319 to schedule activation of the control system upon completion of the installation.

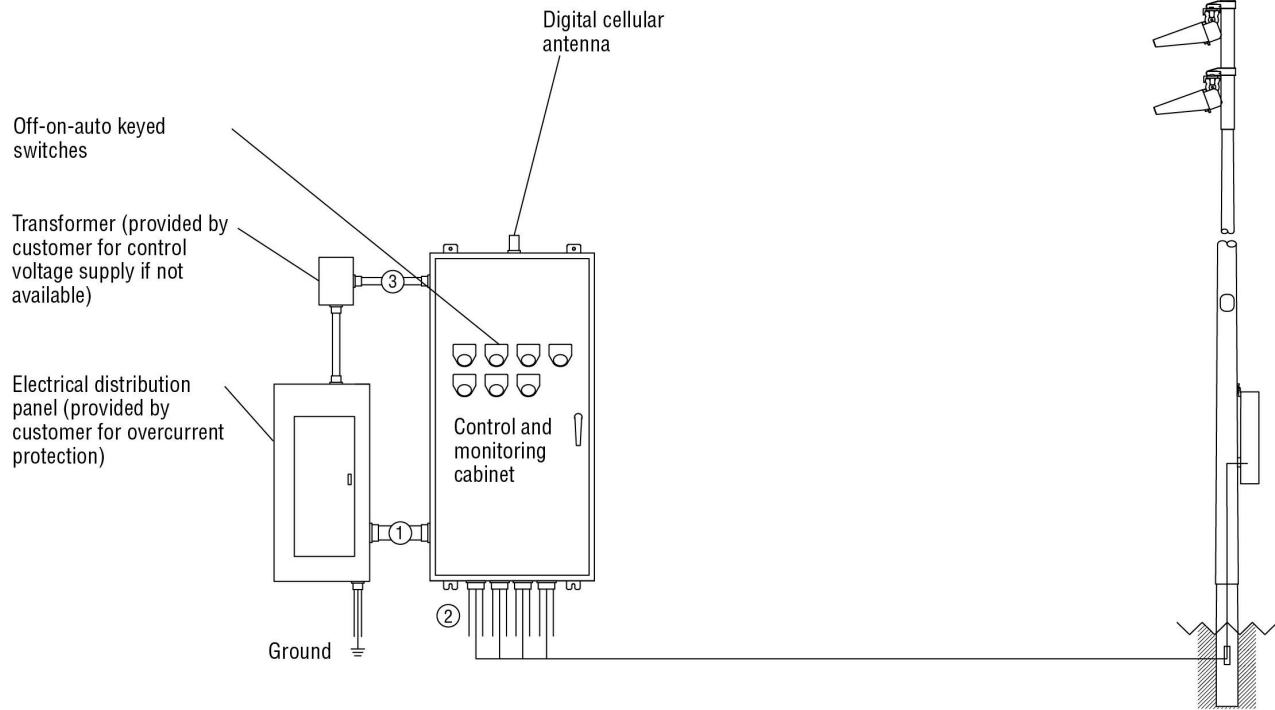
Note: Activation may take up to 1 1/2 hours.

### IMPORTANT NOTES

1. Please confirm that the design voltage listed above is accurate for this facility. Design voltage/phase is defined as the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate design voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
2. In a 3 phase design, all 3 phases are to be run to each pole. When a 3 phase design is used Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
3. One contactor is required for each pole. When a pole has multiple circuits, one contactor is required for each circuit. All contactors are 100% rated for the published continuous load. All contactors are 3 pole.
4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
5. A single control circuit must be supplied per control system.
6. Size overcurrent devices using the full load amps column of the Circuit Summary By Zone chart- Minimum power factor is 0.9.

NOTE: Refer to Installation Instructions for more details on equipment information and the installation requirements.

## Control-Link. Control and Monitoring System



Conduit ID	Description	# of Wires	Wire (AWG)	Conduit (in)	Max. Wire Length (ft)	MUSCO Supplied	Notes
1	Line power to contactors, and equipment grounding conductor	*A	*B	*C	N/A	No	A-E
2	Load power to lighting circuits, and equipment grounding conductor	*A	*B	*C	N/A	No	A-E
3	Control power (dedicated, 20A)	3	12	*C	N/A	No	C,E

\* Notes:

- A. See voltage and phasing per the notes on cover page.
- B. Calculate per load and voltage drop.
- C. All conduit diameters should be per code unless otherwise specified to allow for connector size.
- D. Equipment grounding conductor and any splices must be insulated.
- E. Refer to control and monitoring system installation instructions for more details on equipment information and the installation requirements.

IMPORTANT: Control wires (3) must be in separate conduit from line and load power wires (1, 2).

R60-100-00\_B



# Control System Summary

Feldhausen Baseball Field / 210045 - 210045A  
Service #1 - Page 3 of 4

## SWITCHING SCHEDULE

Field/Zone Description	Zones
<b>Baseball</b>	<b>1,2</b>
-Baseball	1
-Security	2
<b>Spare 1</b>	<b>3</b>
<b>Spare 2</b>	<b>4</b>
<b>Spare 3</b>	<b>5</b>

CONTROL POWER CONSUMPTION	
120V Single Phase	
VA loading of Musco Supplied Equipment	INRUSH: 2288.0
	SEALED: 257.8

## CIRCUIT SUMMARY BY ZONE

POLE	CIRCUIT DESCRIPTION	# OF FIXTURES	# OF DRIVERS	*FULL LOAD AMPS	CONTACTOR SIZE (AMPS)	CONTACTOR ID	ZONE
A1	Baseball	5	5	13.6	30	C1	1
A2	Baseball	5	5	13.6	30	C2	1
B1	Baseball	9	9	31.1	60	C3	1
B2	Baseball	9	9	31.1	60	C4	1
C1	Baseball	8	8	25.1	30	C5	1
C2	Baseball	8	8	25.1	30	C6	1
A1,A2	Security	2	2	0.0	30	C7	2

\*Full Load Amps based on amps per driver.



# Control System Summary

Feldhausen Baseball Field / 210045 - 210045A  
Service #1 - Page 4 of 4

PANEL SUMMARY						
CABINET #	CONTROL MODULE LOCATION	CONTACTOR ID	CIRCUIT DESCRIPTION	FULL LOAD AMPS	DISTRIBUTION PANEL ID (BY OTHERS)	CIRCUIT BREAKER POSITION (BY OTHERS)
1	1	C1	Pole A1	13.57		
1	1	C2	Pole A2	13.57		
1	1	C3	Pole B1	31.05		
1	1	C4	Pole B2	31.05		
1	1	C5	Pole C1	25.10		
1	1	C6	Pole C2	25.10		
1	1	C7	Pole A1,A2	0.00		

ZONE SCHEDULE				
ZONE	SELECTOR SWITCH	ZONE DESCRIPTION	CIRCUIT DESCRIPTION	
			POLE ID	CONTACTOR ID
Zone 1	1	Baseball	A1	C1
			A2	C2
			B1	C3
			B2	C4
			C1	C5
			C2	C6
Zone 2	2	Security	A1	C7
			A2	C7
Zone 3	3	Spare 1	P1	
Zone 4	4	Spare 2	P2	
Zone 5	5	Spare 3	P3	

# Feldhausen Baseball Field

Marysville, KS

## Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
A1-A2	70'	70'	4	TLC-LED-1200	4.68 kW	A
		16'	1	TLC-BT-575	0.58 kW	A
		30'	1	CREE OSQ	0.13 kW	B
B1-B2	80'	80'	8	TLC-LED-1500	11.44 kW	A
		16'	1	TLC-BT-575	0.58 kW	A
C1-C2	80'	80'	6	TLC-LED-1500	8.58 kW	A
		16'	2	TLC-BT-575	1.15 kW	A
<b>6</b>			<b>46</b>		<b>54.26 kW</b>	

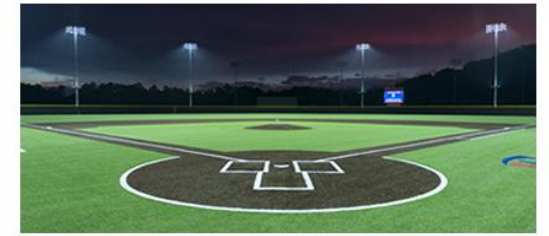
Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Baseball	54.0 kW	44
B	Security	0.26 kW	2

Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1500	LED 5700K - 75 CRI	1430W	160,000	>120,000	>120,000	>120,000	28
TLC-LED-1200	LED 5700K - 75 CRI	1170W	136,000	>120,000	>120,000	>120,000	8
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	8
CREE OSQ	LED 5700K - 70 CRI	130W	16,599	--	--	--	2

## Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Baseball (Infield)	Horizontal Illuminance	50.4	32	59	1.83	1.57	A	44
Baseball (Outfield)	Horizontal Illuminance	31.1	20	47	2.29	1.56	A	44
Security	Horizontal	0.56	0	5	762.30		B	2

## From Hometown to Professional



**We Make It Happen®**

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EQUIPMENT LIST FOR AREAS SHOWN									
Pole				Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS	
2	A1-A2	70'	-	15.5'	TLC-BT-575	1	1	0	0
				30'	CREE OSQ	1	0	1	1
				70'	TLC-LED-1200	4	4	0	0
2	B1-B2	80'	-	15.5'	TLC-BT-575	1	1	0	0
				80'	TLC-LED-1500	8	8	0	0
				15.5'	TLC-BT-575	2	2	0	0
2	C1-C2	80'	-	15.5'	TLC-BT-575	2	2	0	0
				80'	TLC-LED-1500	6	6	0	0
				TOTALS		46	44	2	2

## Feldhausen Baseball Field

Marysville, KS

GRID SUMMARY	
Name:	Baseball
Size:	340'/380'/340' - basepath 90'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY		
MAINTAINED HORIZONTAL FOOTCANDLES		
	Infield	Outfield
<b>Guaranteed Average:</b>	<b>50</b>	<b>30</b>
Scan Average:	50.36	31.14
Maximum:	59	47
Minimum:	32	20
Avg / Min:	1.58	1.53
<b>Guaranteed Max / Min:</b>	<b>2</b>	<b>2.5</b>
Max / Min:	1.83	2.29
UG (adjacent pts):	1.23	1.61
CU:	0.75	
No. of Points:	25	113

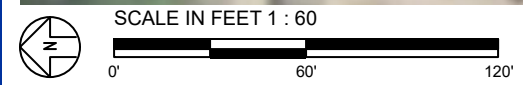
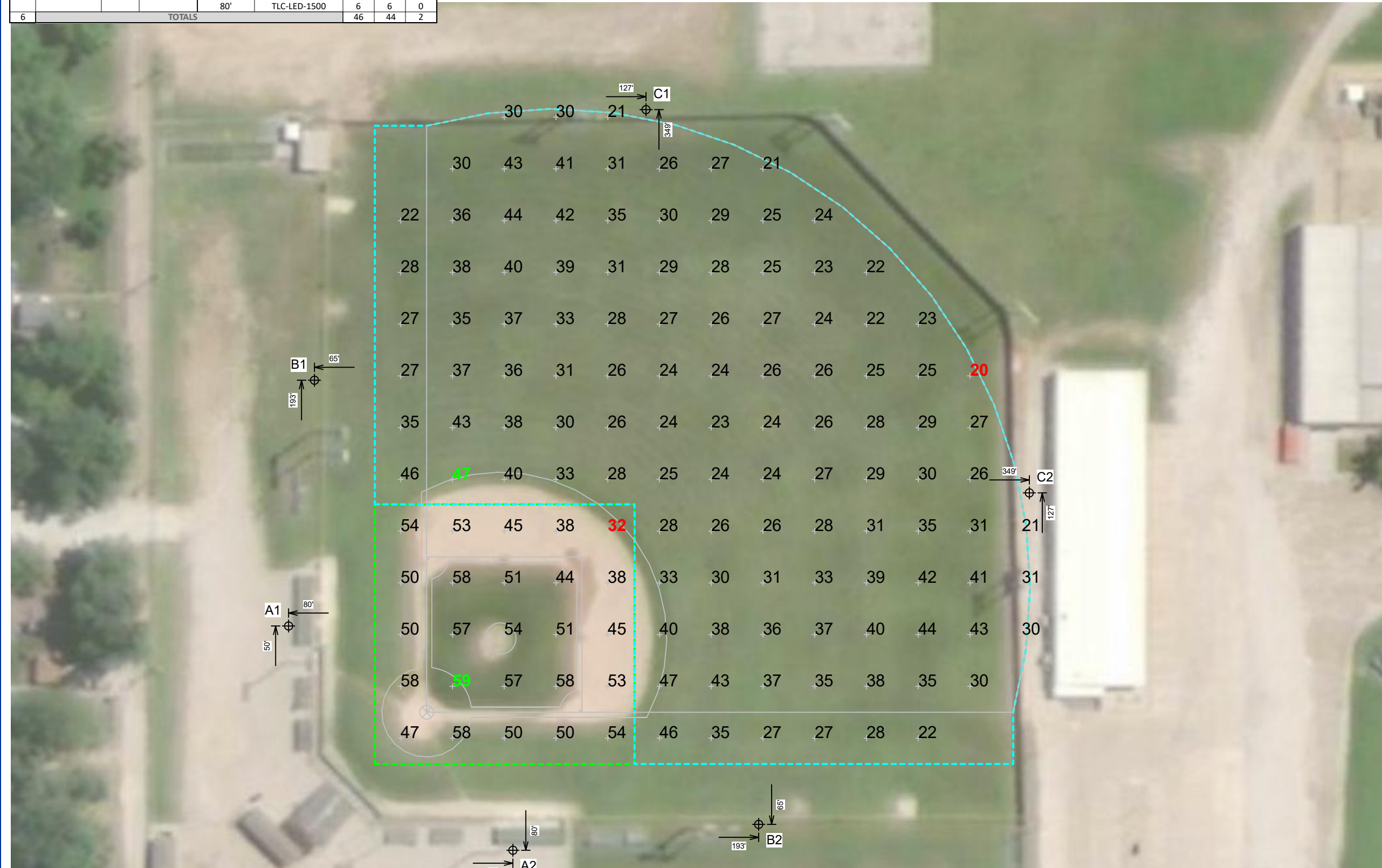
LUMINAIRE INFORMATION	
Applied Circuits:	A
<b>No. of Luminaires:</b>	<b>44</b>
Total Load:	54.0 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



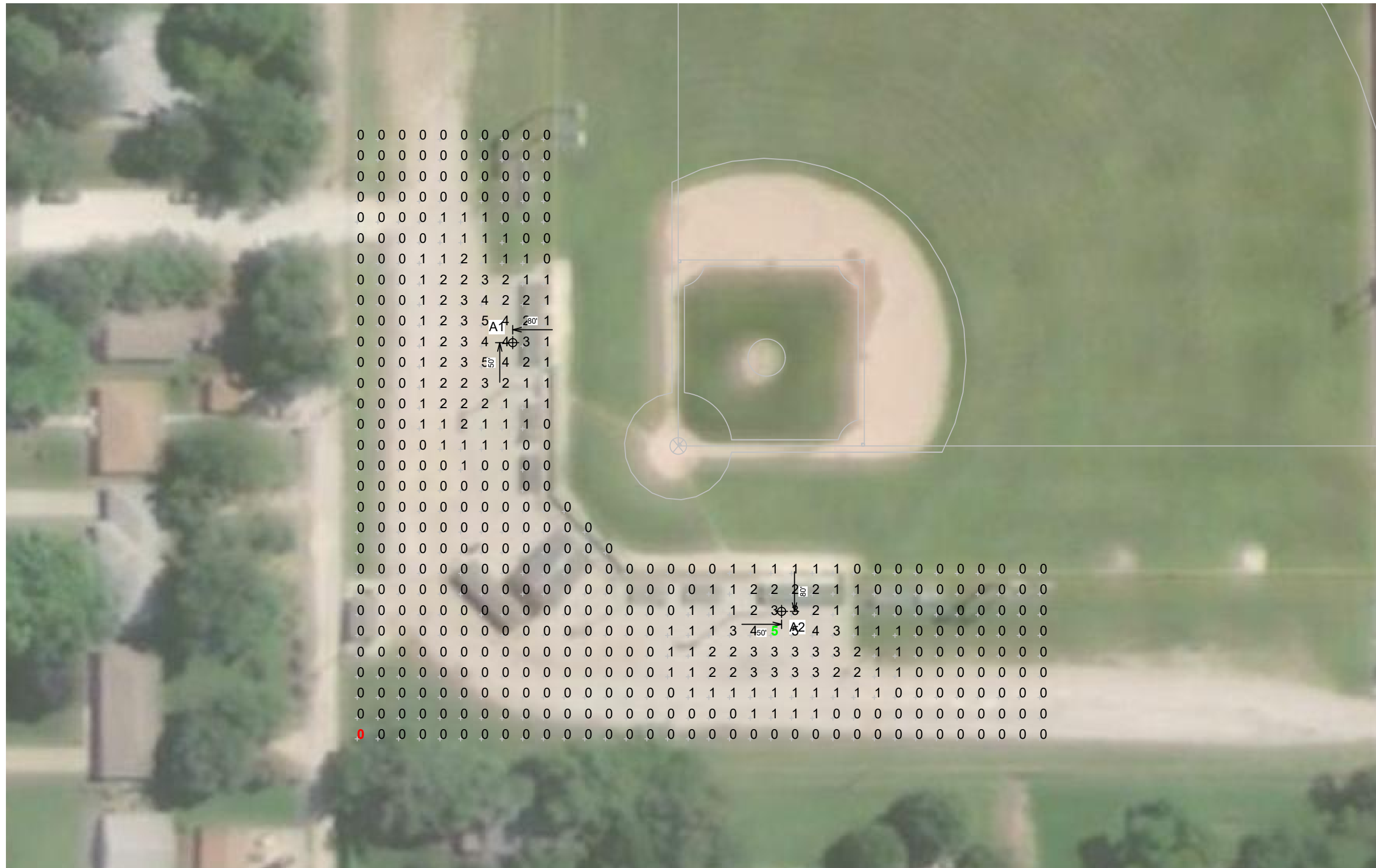
EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A1-A2	70'	-	15.5'	TLC-BT-575	1	0	1
				30'	CREE OSQ	1	1	0
				70'	TLC-LED-1200	4	0	4
2	TOTALS					12	2	10

## Feldhausen Baseball Field

Marysville, KS

GRID SUMMARY	
Name:	Security
Size:	340'/380'/340' - basepath 90'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
	Entire Grid
Scan Average:	0.56
Maximum:	5
Minimum:	0
Avg / Min:	88.14
Max / Min:	762.30
UG (adjacent pts):	2.53
CU:	0.88
No. of Points:	522
LUMINAIRE INFORMATION	
Applied Circuits:	B
No. of Luminaires:	2
Total Load:	0.26 kW

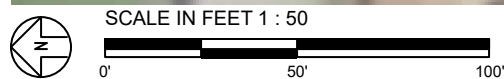


**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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# Feldhausen Baseball Field

Marysville, KS

## EQUIPMENT LAYOUT

### INCLUDES:

· Baseball

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

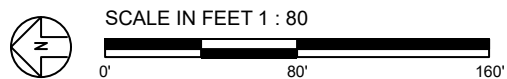
**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

## EQUIPMENT LIST FOR AREAS SHOWN

QTY	Pole			Luminaires		
	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE
2	A1-A2	70'	-	15.5'	TLC-BT-575	1
				30'	CREE OSQ	1
				70'	TLC-LED-1200	4
2	B1-B2	80'	-	15.5'	TLC-BT-575	1
				80'	TLC-LED-1500	8
2	C1-C2	80'	-	15.5'	TLC-BT-575	2
				80'	TLC-LED-1500	6
6	TOTALS					46

## SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1500	8.5	8.1	7.4	6.4	5.1	4.7	3.7
TLC-LED-1200	7.0	6.6	6.1	5.2	4.2	4.0	3.0
TLC-BT-575	3.4	3.2	2.9	2.5	2.0	1.8	1.5
Cree OSQ	-	-	-	-	0.4	-	0.3



ENGINEERED DESIGN By: Z.Morris · File #210045A · 09-Mar-21

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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**EQUIPMENT LAYOUT**

Date: May 19, 2021  
To: Austin St. John  
City Administrator, City of Marysville

Project: Feldhausen Baseball Field  
Marysville, KS  
Ref: 210045

**Equalis Group**

**Master Project:** 208404, **Contract Number:** COG-2102A, **Expiration:** 10/31/2025  
**Category:** Sports & Facility Lighting with Installation and Related Services & Solutions

**All purchase orders should note the following:  
Equalis Group purchase – contract number: COG-2102A**

***Quotation Price – Materials Delivered to Job Site and Installation***

---

**Baseball – 340’ x 380’ x 340’ ..... \$ 275,000**

*Performance & Payment Bonding of the equipment are not included.  
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.*

***Light-Structure System™ with Total Light Control – TLC for LED™ technology***

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**Guaranteed Lighting Performance**

- Guaranteed light levels of 50fc Infield / 30fc Outfield and uniformity of 2:1 / 2.5:1
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

**System Description**

- (6) Pre-cast concrete bases with integrated lightning grounding
- (6) Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker® luminaires
- UL Listed assemblies

**Control Systems and Services**

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

**Operation and Warranty Services**

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco’s Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

***Installation Services Provided***

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[See attached scope of work – See Page 3]

***Payment Terms***

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Musco’s Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:



## Quote

Musco Sports Lighting, LLC  
Attn: Amanda Hudnut  
Fax: 800-374-6402  
Email: [musco.contracts@musco.com](mailto:musco.contracts@musco.com)

**All purchase orders should note the following:  
Equalis Group purchase – contract number: COG-2102A**

### ***Delivery Timing***

---

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

### ***Notes***

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Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, Single Phase electrical system requirement.
- Structural code and wind speed = 2015 IBC, 115 mi/h, Exposure C, Importance Factor 1.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco system including underground wiring and conduit, service entrance panel board, and controls by a licensed contractor.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Brad Thompson  
Musco Sales Representative  
Musco Sports Lighting, LLC  
Phone: 641-660-9554  
E-mail: [brad.thompson@musco.com](mailto:brad.thompson@musco.com)



**Feldhausen Baseball Field  
Marysville, KS  
Turnkey Scope of Work**

**Customer Responsibilities:**

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required)

**Musco Responsibilities:**

1. Provide foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on soils that meet or exceed those of a Class 5 material as defined by 2015 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

**Musco Subcontractor Responsibilities**

**General:**

1. Obtain any required permitting.
2. Contact local agencies for locating public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide security to protect Musco products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

**Demolition:**

1. Disassemble and leave at owner designated location on-site the existing lighting poles, fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary. City to determine at a later date if they will leave on site or if contractor will need to haul away.

### **Foundations, Poles, and Luminaires:**

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (6) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (6) dressed LSS Poles and aim utilizing the pole alignment beam.

### **Electrical for Sports Lighting Only, additional electrical work is being completed under a separate contract**

1. Provide labor, materials, and equipment to upgrade (480V 1Ø) electrical service panels as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Provide as-built drawings on completion of installation, **(if required)**.

### **Control System:**

1. Provide labor, equipment, and materials to install 1 Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120V 20A controls circuit or a step-down transformer for 120V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link<sup>®</sup> by contacting Control-Link Central™ at 877-347-3319.

# The flexible and affordable way to finance your lighting project today

## Make your project happen

The municipal lease-purchase program, offered by Musco Finance™, provides the funding opportunity many public entities need for facility improvements such as sports lighting.

The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project.

A known set expense can be budgeted annually; freeing you from budget uncertainties and lowering cash flow impact.

## Start seeing the benefits now

- Added revenue from expanded use of your facility can help make next year's payment
- Lower energy and operating costs with upgraded, energy-efficient Musco systems
- Avoid inflationary pressures by completing your project at current prices

## The program makes funding easy

- No down payment required
- No payments for up to one year
- Fund up to 100% of project costs, including installation
- Low, fixed interest rates
- Flexible payment schedules with terms of up to 10 years
- No bond election, simply an agenda item for board/council approval
- Does not constitute debt or encumber future councils

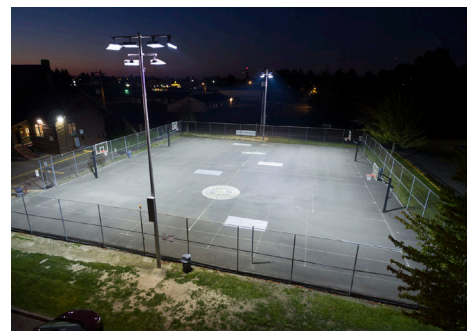
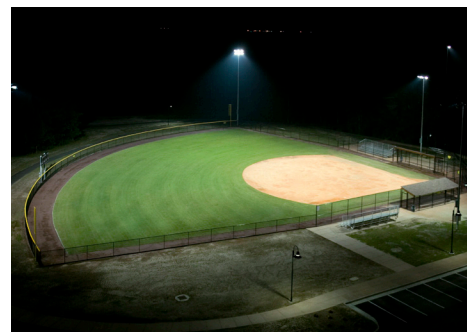
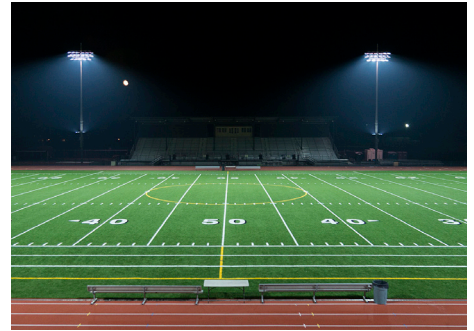
### Example of Financing Structure

Project total:	\$100,000
Down payment:	\$0
Annual payments (5):	\$23,140

*Example based on a 4.95% interest rate. Interest rates are subject to change without notice.*

## Make your recreation dreams a reality now

Musco Finance can tailor a funding solution to suit your needs. Your organization can begin to enjoy new lighting at your facility now, and you'll have the peace of mind knowing you have provided a quality system that will last for many years to come.



**Call 800/825-6020 today to make your sports-lighting dreams a reality.**





Musco Finance, LLC  
 100 1<sup>st</sup> Avenue West  
 Oskaloosa, IA 52577  
 Phone: 800-825-6020  
 Fax: 641-673-6360

## Lease Purchase Proposal

Customer Name: City of Marysville	Date: May 19, 2021
City, State: Marysville, KS	
Contact Name: Austin St. John	Musco Sales Rep: Brad Thompson
Project Name: Feldhausen Baseball Field	Project #: 210045

	<b>Option 1</b>	<b>Option 2</b>
Estimated Project Cost	\$275,000.00	\$275,000.00
Down-payment (Due with Order)	\$0	\$0
<b>Total Amount Financed</b>	<b>\$275,000.00</b>	<b>\$275,000.00</b>
Term of Contract (Months)	60	84
Interest Rate (Annual)	3.95%	4.45%
Payments per Year	Annual	Annual
Payment Amount	\$61,685.72	\$46,582.55
Number of Payments	5	7

- At the end of the term, clear title passes with the completion of payments.
- \$500.00 Contract Closing Fee due at lease signing.
- Proposal assumes first payment is due one year from contract date.

**The interest rate quoted is based on current market rates and will be adjusted when the lease closes. The lease must qualify for “Federal Income Tax Exempt” status for the Lessor as defined by Section 265(b)(3)(B) of the Internal Revenue Code of 1986\*.**

This proposal is subject to acceptance of documentation and credit approval. The finance agreement is to be executed within 14 days of the execution of the equipment purchase contract.

Required information may include three years audited financial statements, current year’s budget, and most current quarter interim profit and loss statement. Additional information may be requested.

\*Lessee must certify that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of “qualified tax-exempt obligations during the calendar year in which the Lease is executed. The interest rate may vary if this is not the case.

# PROPOSAL

19242



Ronald D. Schlabach, Owner  
105 W. Washington St.  
Hanover, Ks. 66945  
(785) 337-2711  
info@hanoverelectricinc.com

Musco Sports Lighting  
c/o Brad Thompson  
9149 Carbondale St.  
Lenexa, KS 66227


Date:  
5/19/2021

FELDHAUSEN FIELD	
ELECTRICAL SERVICE 480v Service for LED Lighting 240v Service w/power ran to bullpen, concession stand, and projector.	13,621.00
NOTES: -Rock is extra if encountered. -Every charge is estimated at an additional \$3000-\$4000. -Copper pricing good for 7 days only. Sales Tax	0.00

The above prices, specifications and conditions are satisfactory and are hereby accepted.  
You are authorized to do the work as specified.  
The 2% discount does not apply on quotes.  
Taxes will apply if necessary.

RESPECTFULLY SUBMITTED:

ACCEPTANCE OF PROPOSAL:

  
\_\_\_\_\_



# Koester House Museum & Gardens

## Job Description

The Koester Museum and Gardens at 10th and Broadway tells the stories of early Marysville and of a German immigrant family who settled here in the mid-1800s and helped develop the community.

The property was given to the City of Marysville by the Koester family in 1972 and became a museum in 1973. The city's Koester House Museum advisory committee was created to oversee operations and reports to the city administrator, mayor, and the city council.

The museum's director is employed by the City of Marysville to:

1. Serve as an ambassador for the Koester House Museum & Gardens.
2. Greet visitors. Take responsibility for shaping the visitors' experience from their first step into the gardens, sharing knowledge and hospitality.
3. Study available books and other materials to learn the history of the house and family.
4. Be prepared to answer questions about the museum.
5. Interact with people walking past the museum and those walking through the grounds and encourage attendance.
6. Promote and help develop the museum's programs and special events.
7. Consult with employees at other museums and attractions and with the Convention & Tourism director.
8. Post to the museum's social media platforms daily, review social media traffic, and respond to posts, etc. Update website as needed. Respond to questions.
9. Process transactions of merchandise.
10. Help keep the museum clean; supervise person employed to do the monthly cleaning.
11. Open and close museum and outbuildings and turn lights on and off daily, and turn security system on and off daily.
12. Walk through the gardens.
13. Sweep porch.
14. Create new exhibits on a regular basis and publicize (traditional media and social media).
15. Track attendance on guest book and tracking sheet to prepare reports for city.
16. Prepare materials to be used for bus tours, schools, special interest groups. Make contact to encourage tours.
17. Work with the Koester House Museum Advisory Board and Foundation Board to recruit and train volunteers.

**AIRPORT HANGAR LAND LEASE**

**For**

**Small, Privately-Owned Hangars,  
CITY OF MARYSVILLE, KANSAS**

***BUILDING ON LEASED GROUND***

**This Lease**, made and entered into this 1<sup>st</sup> day of April 2019, by and between the City of Marysville, Kansas, a Municipal Corporation, hereinafter referred to as LESSOR, and [REDACTED] hereinafter referred to as LESSEE.

**WHEREAS**, Lessor is the owner of real estate upon which the Marysville Municipal Airport is situated and the Lessee desires to lease a tract of land to be used for an airplane hangar at said Municipal Airport.

**NOW, THEREFORE**, in consideration of the terms and provisions of this Agreement, the Lessor hereby leases to the Lessee and the Lessee hereby rents from the Lessor a tract of land to be used for an airplane hangar in accordance with the following terms and provisions.

1. Term. The term of this Lease shall be three (3) years beginning April 1<sup>st</sup>, 2019 and ending March 31<sup>st</sup>, 2022. The lease shall terminate at the end of the lease period.

2. Tract of Real Estate. The tract of land subject to this Lease at the Municipal Airport is described as follows:

**Lot(s) 3 located on the real estate described in the document labeled “Exhibit A,” attached hereto and incorporated into this Agreement.**

3. Lease Payment. For the first year of the lease, Lessee shall pay to the Lessor rent for the use and occupancy of said tract of real estate the sum of \$0.31 per square foot of cumulative hangar space owned by Lessee, in advance, on or before April 30<sup>th</sup>, 2019. For the second year, Lessee shall pay to the Lessor rent for the use and occupancy of said tract of real estate the sum of \$0.35 per square foot of cumulative hangar space owned by Lessee, in advance, on or before April 1<sup>st</sup>, 2020. For the third year, Lessee shall pay to the Lessor rent for the use and occupancy of said tract of real estate the sum of \$0.39 per square foot of cumulative hangar space owned by Lessee, in advance, on or before April 1<sup>st</sup>, 2021. Lessee agrees on each of the three years of this lease, that Lessee shall pay a

minimum of \$225 in rent in the event that the square footage of Lessee's hangar space is less than that amount. Said rent shall be used for the operation and maintenance of the airport.

**TOTAL HANGAR SQUARE FOOTAGE OWNED = 756**

**TOTAL RENT FOR 2019 = \$234.00**

**2020 = \$265.00**

**2021 = \$295.00**

4. Delivery at Termination of Lease. Lessee shall deliver the tract of land to Lessor at the termination of the Lease in as good condition as originally received. If the hangar remains on the subject property, within a reasonable time after termination of the lease, the City shall have the option of retaining such hangar or demolishing the same. If the structure is demolished, the City reserves the right to charge back to Lessee the cost of demolition. If the structure is retained, the City will assume all maintenance for such structure.

5. Lessee's Use of Leased Premises. It is agreed and stipulated that Lessee shall be permitted to occupy said land for storage or hanging of aircraft and personal property. It is also agreed and understood that the FAA has approved the request for interim use of the subject hangar for non-aviation purposes during the term of this lease. Lessee agrees to indemnify and hold harmless Lessor, its officers, agents, employees, and personnel (collectively "Indemnified Party") from and against any and all claims, demands, suits, losses, causes of action, penalties or liability that the Indemnified Party may sustain as a result of the Lessee's use, either directly or indirectly, of the subject property or breach of Lessee's duties under this lease agreement or violation by of the Lessee of any rule or regulation applicable to the subject property. This indemnification shall include reasonable expenses, including attorney's fees incurred by defending such claims and damages incurred by reason of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.

Lessee shall maintain the hangar on said leased premises in a good state of repair and shall maintain all exterior area adjacent to the hangar in a reasonably clean, neat and attractive condition. It is further understood that no personal property shall be stored

outside the hangar. It is expressly understood that for safety purposes, the outside area adjacent to the hangar space shall be kept free of any debris or materials, supplies, equipment, machinery or parts thereof.

The installation, maintenance and use of all utilities in the tract of land are the sole responsibility of the Lessee. Lessor shall not be responsible for any loss, damage, or inconvenience to any person or property that may occur in or on the leased premises or from the use thereof.

Nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

6. Lessor's Use of Municipal Airport. Lessor reserves the right to further develop or improve the landing area on all publicly-owned inter-navigation facilities of the airport as it sees fit regardless of the desires or views of the Lessee and may prevent the Lessee from erecting or permitting to be erected any building or other structure, which in the opinion of Lessor would limit the usefulness of the airport or constitute a hazard to aircraft. It is expressly understood that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

7. Affirmative Action. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in, or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organization as required by 14 CFR Part 152, Subpart E, to the same effect.

8. Access to Premises. Lessee agrees that Lessor's agents and employees, including but not limited to, city code enforcement officer, police chief, and fire chief, shall have access to and the right to enter the Lessee's hangar during reasonable hours.

9. Sale of Hangar. Should the Lessee sell the hangar to another party, the Lessee will notify Lessor in writing prior to the transfer of title. Lessee shall be permitted to

assign the lease to the purchaser so long as the transaction does not compromise the safety of the airport and hinder the use of the airport facilities by the public.

10. Lessee's Noncompliance. If the Lessee fails to perform any of the terms and provisions of this Lease, other than payment of the annual lease amount, the Lessee will have thirty (30) days to comply or the Lessor may, at Lessor's sole option, terminate this Lease by giving the Lessee written notice of such termination. Upon such termination as therein provided, Lessee agrees to deliver possession of the premises as provided herein. Any notice permitted or required hereunder to be given by Lessor to Lessee shall be given to Lessee at the Lessee's address last known to the Lessor.

11. Waiver of Breach. A waiver by Lessor of any breach or default by Lessee hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver or permission expressed or implied for any subsequent breach or default.

12. Hazardous and Noxious Uses. All volatile fluids and gases, except in aircraft fuel tanks, re-fueling or fuel storage tanks, shall be stored in approved containers and the same shall be less than five (5) gallons in capacity and the aggregate of such material stored on the premises shall not exceed twenty-five (25) gallons.

13. National Emergency. During the time of war or national emergency, the Lessor shall have the right to enter into any agreements with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities, and other areas or facilities of the Municipal Airport. If any such agreement is executed with the United States Government, provisions of this instrument insofar as they are inconsistent with the provisions of said agreement with the Government, shall be superseded.

14. Subordination of Lease. This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States Government and/or State of Kansas, or any agency thereof, relative to the operation and maintenance of the Municipal Airport, the execution which has been made or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Municipal Airport.

This lease shall be binding upon and inure to the benefit of the heirs, devisees, legatees, executors, administrators, successors and permitted assigns of the parties hereto.

**ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE  
MAYOR** this 11th day of February 2019.

---

**CARLA GRUND, MAYOR**

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**LESSEE**

ATTEST:

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**LUCINDA HOLLE, CITY CLERK**

## Airport Hangar Land Leases Rental for April 2019 through March 2022.

The airport committee met and recommended a \$ .04/year increase per square foot for the term of the renewal for the next 3 years.

See the below rate sheet for the current rate per unit.

Name	Address	City	Hangar1	sq ft	2019	2020	2021
Rate per sq ft (Round to the Nearest \$)					0.31	0.35	0.39
		Marysville, KS 66508	#1 (Two Spaces)	8400	\$2604	\$2940	\$3276
		Marysville, KS 66508	#4 (One Space) Eff 4/1/19 Sold 5-11-20	1271	\$394	\$445	\$0
		Marysville, KS 66508	#6 (One Space)	1146	\$355	\$401	\$447
		Marysville, KS 66508	#11 (Two Spaces)	2208	\$684	\$773	\$861
		Marysville, KS 66508	#12 (Three Spaces)	3735	\$1158	\$1307	\$1457
				<u>16760</u>	<u>\$5196</u>	<u>\$5866</u>	<u>\$6536</u>
		Marysville, KS 66508	#2 (One Space)	922	\$286	\$323	\$360
		Marysville, KS 66508	#4 (One Space) For 2021				\$496
		Henderson, NV 89015	#3 (One Space)	756	\$234	\$265	\$295
		Marysville, KS 66508	#13 (One Space)	1968	\$610	\$689	\$768

**MAY 24, 2021 -----ORDINANCE NO. 3748**

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:

FUND		
100	GENERAL	\$ 88,104.36
200	WATER REVENUE	41,200.12
300	SEWAGE REVENUE	32,078.00
411	SPECIAL IMPROVEMENT	110,900.00
512	LIBRARY REVOLVING	7,021.76
600	SWIMMING POOL SALES TAX	6,685.02
607	SPECIAL PARKS	5,000.00
707	KOESTER BLOCK MAINTENANCE	7,912.09
711	EMPLOYEE BENEFIT	30,984.16
715	TRANSIENT GUEST TAX	2,744.91
720	MUNICIPAL EQUIPMENT RESERVE	1,772.50
800	SALES TAX IMPROVEMENTS	<u>30,868.22</u>
	TOTAL ORDINANCE	\$ 365,271.14



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

ORD #3748 5/24/21

Date: 05/19/2021

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ACKERMAN LOCK & KEY	523	4 DUPLICATE KEYS-BRUSH DUMP	0	00/00/0000	<b>17.40</b>
				Vendor Total:	<b>17.40</b>
ACME PLUMBING	2268	ROTO ROOTER FELD FIELD WOMEN'S RESTROOM & NEW WAX SEAL	0	00/00/0000	<b>161.49</b>
				Vendor Total:	<b>161.49</b>
ADVANCE INSURANCE COMPANY	997	LIFE INSURANCE PREMIUM-JUNE	0	00/00/0000	<b>283.04</b>
				Vendor Total:	<b>283.04</b>
AFLAC-REMITTANCE PROCESS SE	528	INSURANCE PREMIUM-MAY	0	00/00/0000	<b>1,251.61</b>
				Vendor Total:	<b>1,251.61</b>
AGLAND ELECTRIC MOTOR SERVI	858	SPRING MNT LIFT STATIONS-INSTL SPARE PUMP PS4&BRKN IMPELLER#4	0	00/00/0000	<b>7,025.00</b>
				Vendor Total:	<b>7,025.00</b>
BARDAVON	2669	POET PREEMPLOYMENT TESTING- G. GUNDELFINGER & G. WARREN	0	00/00/0000	<b>150.00</b>
				Vendor Total:	<b>150.00</b>
BG CONSULTANTS, INC.	0823	NEW FIRE STATION DESIGN,BID,& CONST ADMIN PJT201172M PYMNT13	0	00/00/0000	<b>6,000.00</b>
				Vendor Total:	<b>6,000.00</b>
BLACK SQUIRREL BARK PARK	2785	FUNDS MATCH-PONY UP 9/4/20 APPROVED 8/24/20	0	00/00/0000	<b>5,000.00</b>
				Vendor Total:	<b>5,000.00</b>
BLUE CROSS BLUE SHIELD INSUR	0091	HELATH INSURANCE PREMIUM-APRIL <i>+ Dental</i>	0	00/00/0000	<b>34,256.93</b>
				Vendor Total:	<b>34,256.93</b>
BLUE VALLEY TRAILERS INC	2626	BELTS FOR NEW HUSTLER MOWERS (2)	0	00/00/0000	<b>68.00</b>
				Vendor Total:	<b>68.00</b>
BOND & INTEREST ACCOUNT #1	0066	TRANSFER WATER TOWER PJT	0	00/00/0000	<b>13,250.00</b>
				Vendor Total:	<b>13,250.00</b>
BOND & INTEREST ACCOUNT #1A	332	TRANSFER LAGOONS	0	00/00/0000	<b>4,115.00</b>
				Vendor Total:	<b>4,115.00</b>
BRADFORD BUILT INC	1952	STEEL WORK BED/FLAT BED-#5006 PARKS DEPARTMENT NEW TRUCK	0	00/00/0000	<b>3,545.00</b>
				Vendor Total:	<b>3,545.00</b>
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	<b>1,000.00</b>
				Vendor Total:	<b>1,000.00</b>
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #620	46662	05/19/2021	<b>48,675.30 H</b>
				Vendor Total:	<b>48,675.30</b>
COMMERCE BANK-COMMERCIAL (	2055	STANDING DESK,LED LIGHTS,SWIM SUITS,SPRAYER,TRAINING,ETC	46659	05/17/2021	<b>5,144.51 H</b>
				Vendor Total:	<b>5,144.51</b>
COMMUNITY MEMORIAL HEALTHC	568	BLOOD DRAW	0	00/00/0000	<b>15.00</b>
				Vendor Total:	<b>15.00</b>
CROME LUMBER INC.	2235	HOLE SAW,SPRYR,NOZZLE,PAINT& SUPPLIES,SEALANT,FLASHING,ETC	0	00/00/0000	<b>445.16</b>
				Vendor Total:	<b>445.16</b>
DAVE'S BODY SHOP	4012	RPL BRAKE PADS/SHOES & ROTORS & OIL CHANGE #1003	0	00/00/0000	<b>469.80</b>
				Vendor Total:	<b>469.80</b>
ECHO GROUP, INC	1629	LED BULBS,BTRY PACKS-EMERGENCY LIGHTS,&BULBS FOR TRAIL LIGHTS	0	00/00/0000	<b>707.50</b>
				Vendor Total:	<b>707.50</b>
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	<b>14,527.05</b>

**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:	<b>14,527.05</b>
EHNEN'S AUTOMOTIVE	2082	GREASE GUN,HEAD LIGHTS,FILTERS OIL,FLOOR DRY,PRIMER,CLN,ETC	0	00/00/0000	<b>603.42</b>
				Vendor Total:	<b>603.42</b>
ELLIOTT EQUIPMENT CO.	2197	6" SUCTION HOSE & SPIRAL CLAMP SEWER VAC TRUCK #2515 &FREIGHT	0	00/00/0000	<b>251.13</b>
				Vendor Total:	<b>251.13</b>
EMC INSURANCE COMPANIES	905	INSURANCE-2021 F250 NEW PARKS TRUCK #5006 4/29/21-4/1/22	0	00/00/0000	<b>707.00</b>
				Vendor Total:	<b>707.00</b>
EVANGELICAL U.C.C.	1619	RECYCLING OPERATIONS MAY	0	00/00/0000	<b>150.00</b>
				Vendor Total:	<b>150.00</b>
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFERS - <i>Per budget + 2 donations</i>	0	00/00/0000	<b>3,175.00</b>
				Vendor Total:	<b>3,175.00</b>
FRANKFORT PORTA POTTY INC.	2247	6 PORTA POTTIES-MOTHER'S DAY MARKET	0	00/00/0000	<b>700.00</b>
				Vendor Total:	<b>700.00</b>
GALLS, AN ARAMARK COMPANY	0266	DUTYMAN RIVER BELT-ESCALANTE	0	00/00/0000	<b>79.99</b>
				Vendor Total:	<b>79.99</b>
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	<b>37,496.00</b>
				Vendor Total:	<b>37,496.00</b>
GODFREY'S	2704	10 SHIRTS & 5 PANTS-ESCALANTE ADD ZIPPER & BADGE TAB-SHIRTS	0	00/00/0000	<b>868.88</b>
				Vendor Total:	<b>868.88</b>
HALL BROTHERS INC	0200	155.59 TON COLD MIX	0	00/00/0000	<b>11,785.95</b>
				Vendor Total:	<b>11,785.95</b>
HAUG COMMUNICATIONS, INC	22	3 NEW HANDHELD RADIOS-KENWOOD STREET DEPARTMENT	0	00/00/0000	<b>1,008.00</b>
				Vendor Total:	<b>1,008.00</b>
HAWKINS, INC	1493	POOL CHEMICALS-AZONE,HYDRO ACID,SODIUM BICARB,&CCH GRAN	0	00/00/0000	<b>2,747.14</b>
				Vendor Total:	<b>2,747.14</b>
JULIE HORMANN	0440	SEW PATCHES ON SHIRTS, REPAIR JACKET, & PANTS	0	00/00/0000	<b>150.00</b>
				Vendor Total:	<b>150.00</b>
IDNTITEEZ	1957	36 T-SHIRTS ST DEPT-DISCOUNTED DUE TO WRONG SHIRTS PRINTED	0	00/00/0000	<b>180.00</b>
				Vendor Total:	<b>180.00</b>
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS	0	00/00/0000	<b>9,525.24</b>
				Vendor Total:	<b>9,525.24</b>
KA-COM, INC.	2030	INSTALL/SET UP BODY CAMS-JAG GRANT	0	00/00/0000	<b>466.00</b>
				Vendor Total:	<b>466.00</b>
KANSAS ONE-CALL SYSTEM, INC	838	LOCATES (64) APRIL	0	00/00/0000	<b>76.80</b>
				Vendor Total:	<b>76.80</b>
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER MS20DM000070	0	00/00/0000	<b>521.54</b>
				Vendor Total:	<b>521.54</b>
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE-APRIL	46660	05/17/2021	<b>963.79 H</b>
				Vendor Total:	<b>963.79</b>
KANSAS RURAL WATER ASSOCIA'	0696	CONSUMER CONFIDENCE REPORT	0	00/00/0000	<b>75.00</b>
				Vendor Total:	<b>75.00</b>
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	<b>2,578.36</b>

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<b>2,578.36</b>
KRAMER OIL CO., INC	0035	GASOLINE & DIESEL	46656	05/12/2021	<b>3,216.42</b> H
				Vendor Total:	<b>3,216.42</b>
LEAGUE KANSAS MUNICIPALITIES	0047	PLANNING&ZONING VIRTUAL MEETIN 5/4/21-CINDY HOLLE&WILL RALPH	0	00/00/0000	<b>150.00</b>
				Vendor Total:	<b>150.00</b>
LEXINGTON PLUMBING & HEATING	2504	REPAIRED BOILER-HEAT EXCHNGR SEAL CONNECTION	0	00/00/0000	<b>888.00</b>
				Vendor Total:	<b>888.00</b>
LINCOLN JOURNAL STAR	468	ADS-MOTHER'S DAY MARKET	0	00/00/0000	<b>135.16</b>
				Vendor Total:	<b>135.16</b>
LINK MEDIA OUTDOOR	2786	BILLBOARD RENT HWY 24 (FEBRUARY-MAY)	0	00/00/0000	<b>800.00</b>
				Vendor Total:	<b>800.00</b>
MARSHALL COUNTY HEALTH DEP	3021	HEP A & B VACCINES-WESTON GERLACH	0	00/00/0000	<b>120.00</b>
				Vendor Total:	<b>120.00</b>
MARSHALL COUNTY TREASURER	0044	REAL ESTATE TAXES-2ND HALF2020	46661	05/17/2021	<b>4,141.95</b> H
				Vendor Total:	<b>4,141.95</b>
MARYSVILLE ADVOCATE	0017	ORD 1898-CHICKENS,QTR REPORT, AD-CLN UP,FLEA MRKT,&BIDS-SHED	0	00/00/0000	<b>571.00</b>
				Vendor Total:	<b>571.00</b>
MARYSVILLE CHAMBER & MAIN ST	0013	REIMBURSE HAMBURGER,BRATS,BUNS &CONDIMENTS-MOTHER'S DAY MRKT	0	00/00/0000	<b>369.84</b>
				Vendor Total:	<b>369.84</b>
MARYSVILLE FIRE DEPARTMENT	1345	FIREMENS CONTRIBUTIONS-MAY	0	00/00/0000	<b>240.00</b>
				Vendor Total:	<b>240.00</b>
MARYSVILLE READY MIX, INC	0089	21YD CONCRETE-WATER/SEWER REPAIRS	0	00/00/0000	<b>2,801.32</b>
				Vendor Total:	<b>2,801.32</b>
MICROSOFT	2486	ADDITIONAL SOFTWARE LICENSES- 1 WATER PLANT/1 WATER SHOP	0	00/00/0000	<b>114.66</b>
				Vendor Total:	<b>114.66</b>
MIDWEST RADAR	0464	4 RADAR APPLIED CONCEPTS STALKER CERTIFIED-ANNUAL	0	00/00/0000	<b>160.00</b>
				Vendor Total:	<b>160.00</b>
MIKE'S O.K. TIRES	2079	2 NEW TIRES FIRE TRUCK #6605 FIRE DAMAGE INSURANCE CLAIM	0	00/00/0000	<b>878.20</b>
				Vendor Total:	<b>878.20</b>
NEBRASKA CHILD SUPPORT PAYM	1399	WITHOLDING ORDER AR2EQ4LJX2CMK	0	00/00/0000	<b>242.77</b>
				Vendor Total:	<b>242.77</b>
NEMAHA MARSHALL R E C	1044	ELECTRICITY AT BILLBOARD-SAM CASSIDY <i>lift stations, wells, + street lights</i>	46658	05/17/2021	<b>1,522.73</b> H
				Vendor Total:	<b>1,522.73</b>
NETWORK COMPUTER SOLUTION	2223	ANTI-VIRUS 26 COMPUTERS,CLOUD BACK UP MONTHLY FEES + <i>fix monitor issue</i>	0	00/00/0000	<b>231.58</b>
				Vendor Total:	<b>231.58</b>
NETWORKS PLUS	2736	INSTALL NEW FIREWALL & MANAGED ONBOARDING-CITY HALL SERVER	0	00/00/0000	<b>580.00</b>
				Vendor Total:	<b>580.00</b>
OEHM PLUMBING & HEATING	1616	RPR WATER LINES-KOESTER MUSEUM INSURANCE CLAIM (4/16&4/23)	0	00/00/0000	<b>427.89</b>
				Vendor Total:	<b>427.89</b>

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

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
O'REILLY AUTOMOTIVE, INC	2668	WIRE TIES & HEAT SHRINK	46657	05/12/2021	<b>22.57</b> H
				Vendor Total:	<b>22.57</b>
PONY EXPRESS VETERINARY CLII	452	EUTHANIZE/BOARD CATS/DOGS	0	00/00/0000	<b>30.00</b>
				Vendor Total:	<b>30.00</b>
PRAIRIE FIRE COFFEE SYSTEMS	0229	COFFEE-STREET DEPARTMENT	0	00/00/0000	<b>179.60</b>
				Vendor Total:	<b>179.60</b>
SCHEELE'S MEAT MARKET	2349	BRATS,HOTDOGS,HAMBURGER,&BUNS MOTHER'S DAY MARKET BBQ	0	00/00/0000	<b>219.63</b>
				Vendor Total:	<b>219.63</b>
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	<b>8,333.00</b>
				Vendor Total:	<b>8,333.00</b>
SUPER WASH	1375	CAR WASH TOKENS (30)	0	00/00/0000	<b>150.00</b>
				Vendor Total:	<b>150.00</b>
SWIMMING POOL REIMBURSEMEN	2494	START UP CASH 2021-ADMISSIONS & CONCESSIONS	0	00/00/0000	<b>250.00</b>
				Vendor Total:	<b>250.00</b>
TMHC SERVICES, INC.	1907	ALCOHOL/DRUG TESTING,ADMIN FEE & PRE-EMPLOYMENT TESTS (4)	0	00/00/0000	<b>377.50</b>
				Vendor Total:	<b>377.50</b>
TRAVEL KANSAS-MATRIX MEDIA II	2629	FULL PAGE AD-2021 TRAVEL KS MAGAZINE-PART REIMBURSED	0	00/00/0000	<b>1,820.00</b>
				Vendor Total:	<b>1,820.00</b>
UNITED PEST CONTROL, INC	712	ANNUAL TERMITE INSPECTION CITY HALL <i>+ bi monthly pest control - PD</i>	0	00/00/0000	<b>355.00</b>
				Vendor Total:	<b>355.00</b>
UNIVERSITY OF KANSAS	0140	KACP LEADERSHIP CONFERENCE ACKERMAN	0	00/00/0000	<b>350.00</b>
				Vendor Total:	<b>350.00</b>
USA BLUEBOOK	1681	HONDA TRASH PUMP, WHEEL KIT, HOSE, & GASKET	0	00/00/0000	<b>1,714.87</b>
				Vendor Total:	<b>1,714.87</b>
LLOYD VANLANINGHAM	3099	MOTHER'S DAY MARKET BBQ-BUNS & HOTDOGS,COOKING,&MILEAGE	0	00/00/0000	<b>1,667.80</b>
				Vendor Total:	<b>1,667.80</b>
VANTAGEPOINT TRANSFER AGEN	921	ICMA RETIREMENT CONTRIBUTION	0	00/00/0000	<b>100.00</b>
				Vendor Total:	<b>100.00</b>
MEGHAN K VORACEK	2720	COURT-LEAGL SERVICES 3/13-5/7	0	00/00/0000	<b>1,584.00</b>
				Vendor Total:	<b>1,584.00</b>
WAGON WHEEL	1192	FLEA MARKET BBQ-ROLLS,SOUR CREAM,POTATOES,SILVERWARE,ETC	0	00/00/0000	<b>408.62</b>
				Vendor Total:	<b>408.62</b>
WATER UTILITY RESERVE FUND	1989	TRANSFER PER BUDGET	0	00/00/0000	<b>5,000.00</b>
				Vendor Total:	<b>5,000.00</b>
				Grand Total:	<b>260,371.14</b>
				Less Credit Memos:	<b>0.00</b>
				Net Total:	<b>260,371.14</b>
				Less Hand Check Total:	<b>63,687.27</b>
				Outstanding Invoice Total :	<b>196,683.87</b>
	<b>Total Invoices:</b>	<b>87</b>			

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
INLINE CONSTRUCTION	2321	FIRE STATION CONSTRUCTION 3/1/21-4/1/21 PAYMENT #3	0	00/00/0000	<b>99,900.00</b>
				Vendor Total:	<b>99,900.00</b>
NORTH CENTRAL REGIONAL PLAN	1863	FIRE STATION ADMIN DRAW #3 PJT #20-PF-008	0	00/00/0000	<b>5,000.00</b>
				Vendor Total:	<b>5,000.00</b>
				Grand Total:	<b>104,900.00</b>
				Less Credit Memos:	<b>0.00</b>
				Net Total:	<b>104,900.00</b>
				Less Hand Check Total:	<b>0.00</b>
				Outstanding Invoice Total :	<b>104,900.00</b>
	Total Invoices:	2			

# City Administrator's Report

5/20/2021

**5/24/2021 Council Meeting**

## **1. Demolition RFP's**

Included are the Request For Proposals for the two properties that have been condemned; 1205 Carolina Street and 205 N 10<sup>th</sup> Street, as well as the properties recently acquired by the city. These properties include 307 Broadway, 101 S 4<sup>th</sup> Street, and XXX-618 Broadway. These can be bid all at once, or we can separate some out, if the council so wishes. We are just trying to get these on a contractor's schedule to be completed.

**Pages: 39-53**

**Request for Proposals**

**RESIDENTIAL BUILDING  
DEMOLITION SERVICES**



**City of Marysville  
209 N 8<sup>th</sup> Street  
Marysville, KS 66508**

**Date Issued: May 25, 2021**

**Date Due: June 23, 2021 at 2:00 pm**

## **INSTRUCTIONS TO PROPOSERS**

### **1. SCOPE OF WORK**

Project Description:

City of Marysville is issuing this Request for Proposals (RFP) soliciting proposals from qualified firms to complete demolition of three buildings.

Building Locations:

- 307 Broadway (House)
- 101 S 4<sup>th</sup> Street (House)
- 1205 Carolina Street (House)

### **2. PROVISIONS**

- A. The contractor shall provide all materials, tools, machinery, labor and supervision necessary for the demolition work on the above properties. Demolition work shall include excavation of any footing and foundations, including sidewalks not adjacent to the streets/parking, and removal of all debris from the demolition site.
- B. The City of Marysville will make arrangements for utility to be disconnected, but it will be the responsibility of the contractor to contact all utility providers (water, sewer, electric, gas and cable) prior to commencement of demolition activities to ensure that disconnection has been made.
- C. No materials shall be salvaged, stored or accumulated in any area.
- D. The contractor shall be responsible for the removal and proper disposal of all materials and shall provide the City of Marysville with landfill receipts prior to release of payment. Debris to be delivered to a landfill(s) licensed for this type of debris in accordance with all federal, state and local laws. All loads shall be covered and secured prior to and during transport. The contractor relieves the City of Marysville of all liability in the disposal of debris. The contractor is responsible for all other applicable fees, permits and required notices not identified in Section 2.A above.
- E. The contractor will provide a safe working environment.
- F. The contractor shall remove and cap the sanitary sewer connection back to the property line. The sewer cap shall be inspected by the Water/Sewer Supervisor or designee before being covered up.
- G. Contractor must backfill excavation site with clean fill material including quality topsoil material. Contractor must proof roll the fill material to assure compaction and a level site to existing elevations and seed site with a fescue blend grass seed.
- H. Any damage of items not covered in the demolition shall be the responsibility of the contractor to repair.



### 3. SCHEDULE

- Issue Request for Proposals (RFP) 5/25/21
- Deadline for receipt of written questions and requests for addenda 6/16/21
- Proposals Due – 2:00 pm 6/23/21
- Review and Acceptance of Winning Bidder 6/28/21

### 4. GENERAL PROPOSAL CONDITIONS

- A. Contractors must meet all licensing requirements of the City of Marysville.
- B. Responses to the RFP shall be made according to the instructions contained herein. Failure to adhere to instructions may be cause for rejection of any proposal.
- C. Proposers understand and agree that submission of a proposal will constitute acknowledgment and acceptance of, and willingness to comply with, all the terms, conditions, and criteria contained in this RFP, except as otherwise specified in the proposal. Any and all parts of the submitted proposal may become part of any subsequent contract between the selected proposer and the City of Marysville.
- D. False, misleading, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for rejection of the proposal. The evaluation and determination of the fulfillment of the above requirement will be the City of Marysville’s responsibility, and its judgment shall be final.
- E. Proposals shall provide a straightforward, concise delineation of the proposer’s capability to satisfy the requirements of the RFP. Each proposal shall be submitted in the requested format and provide all pertinent information, including but not limited to information relating to capability, experience, financial resources, and other information as specified in Section 6 and otherwise required in this RFP. Each proposal shall be signed in ink by a duly authorized officer of the company.

### 5. SUBMISSION OF PROPOSALS

- A. Proposals in response to this RFP shall be considered received at the time actually received by the addressee. All proposals and other communications should be addressed to the City of Marysville as follows:

Residential Building Demolition Proposal  
Attn: Austin St. John  
City of Marysville  
209 N 8<sup>th</sup> Street  
Marysville, KS 66508  
Phone: 785-562-5331  
Email: [cityadm@bluevalley.net](mailto:cityadm@bluevalley.net)

- B. Written proposals must be received by the City of Marysville at its office address listed in paragraph A of this section by 2:00 pm, June 23, 2021.

- C. Proposals received after this specified date and time shall be considered late and shall not be considered for evaluation.
- D. Each proposal shall be in the form specified in this RFP, and in a sealed envelope with outside markings stating: Residential Building Demolition Proposal.

## 6. REQUIRED ELEMENTS OF PROPOSALS

- A. Cover Letter. Each proposer shall submit a short cover letter including the name and address of the organization submitting the proposal; and the name, address and telephone number of the contact person who will be authorized to make representations for the organization.
- B. Experience.
  - ✓ Qualifying Experience. Brief history of the firm including any fields of expertise, previous experience with jobs of similar scope. List a minimum of three (3) recent projects similar in scope (if possible).
  - ✓ Litigation. Provide a list of any litigation in which the Firm and/or Managing Principal is named a party.
- C. Proposed Work Plan/Schedule.
- D. Certificate of Liability Insurance. Proposer must submit proof of liability insurance in an amount of at least \$1M.
- E. Bid Submittal Form. (Included in this RFP)

## 7. CLARIFICATION AND ADDENDA PROCESS

- A. A proposer may submit to the City of Marysville a written request for an interpretation or clarification of, or an addenda to this RFP. Any such request must be received by the City of Marysville no later than 5:00 pm, June 16, 2021. The request must be emailed to [cityadm@bluevalley.net](mailto:cityadm@bluevalley.net). The subject line of all emails should be "City of Marysville – Residential Demolition RFP."
- B. The City of Marysville will review and prepare a written response to each request made by a proposer pursuant to this section.
- C. The City of Marysville reserves the right to make modifications or addenda to this RFP. If the City of Marysville determines it is appropriate to revise any portion of this RFP, either at the request of a proposer or upon the city's own initiative, the City of Marysville will issue to all prospective proposers.
- D. The City of Marysville is not bound by any oral interpretations, clarifications, or changes made to this RFP by any City of Marysville employee or consultant. Any clarification or change to the RFP must be provided in writing pursuant to this section.

## **8. COST OF PROPOSAL**

Any costs incurred by proposers in responding to this RFP shall be the proposer's sole expense and will not be reimbursed by the City of Marysville.

## **9. CANCELLATION OF REQUEST FOR PROPOSALS**

The City of Marysville reserves the right in its discretion to cancel this RFP in whole or in part.

## **10. PROPOSAL REJECTION**

The City of Marysville reserves the right to accept or reject any and all proposals submitted in response to the RFP or refuse to enter into any contract resulting from any proposal submitted, without expense to the City of Marysville.

## **11. AWARD**

Award of bid shall be made to the lowest responsible bidder meeting the specifications set forth herein. In addition to the quoted price, the following criteria may be used in the award: past experience, and service provided by the proposer, quality of work, completion date, and other factors deemed relevant by the City of Marysville.

**CITY OF MARYSVILLE, KANSAS**

**BID SPECIFICATIONS / BID SUBMITTAL FORM**

**Project Location:**      **1205 Carolina Street**

The undersigned DEMOLITION CONTRACTOR, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents for the stated prices as payment in full.

Bid \$ \_\_\_\_\_

Available Start Date: \_\_\_\_\_

Length of time for Completion: \_\_\_\_\_

Submitting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Authorized Representative (print/type) : \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**FIRM PRICING**

Prices submitted in this bid form are firm through (minimum 30 days): \_\_\_\_\_

**CITY OF MARYSVILLE, KANSAS**

**BID SPECIFICATIONS / BID SUBMITTAL FORM**

**Project Location:** 307 Broadway

The undersigned DEMOLITION CONTRACTOR, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents for the stated prices as payment in full.

Bid \$ \_\_\_\_\_

Available Start Date: \_\_\_\_\_

Length of time for Completion: \_\_\_\_\_

Submitting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Authorized Representative (print/type) : \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**FIRM PRICING**

Prices submitted in this bid form are firm through (minimum 30 days): \_\_\_\_\_

**CITY OF MARYSVILLE, KANSAS**

**BID SPECIFICATIONS / BID SUBMITTAL FORM**

**Project Location:** 101 S 4<sup>th</sup> Street

The undersigned DEMOLITION CONTRACTOR, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents for the stated prices as payment in full.

Bid \$ \_\_\_\_\_

Available Start Date: \_\_\_\_\_

Length of time for Completion: \_\_\_\_\_

Submitting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Authorized Representative (print/type) : \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**FIRM PRICING**

Prices submitted in this bid form are firm through (minimum 30 days): \_\_\_\_\_

**Request for Proposals**

**COMMERCIAL BUILDING  
DEMOLITION SERVICES**



**City of Marysville  
209 N 8<sup>th</sup> Street  
Marysville, KS 66508**

**Date Issued: May 25, 2021**

**Date Due: June 23, 2021 at 2:00 pm**

## **INSTRUCTIONS TO PROPOSERS**

### **1. SCOPE OF WORK**

Project Description:

City of Marysville is issuing this Request for Proposals (RFP) soliciting proposals from qualified firms to complete demolition of five buildings.

Building Locations:

- 205 N 10<sup>th</sup> Street (Apartments) – Not to be started before July 12<sup>th</sup>, 2021
- XXX-618 Broadway (XXXX Buildings)

### **2. PROVISIONS**

- A. The contractor shall provide all materials, tools, machinery, labor and supervision necessary for the demolition work on the above properties. Demolition work shall include excavation of any footing and foundations, including sidewalks not adjacent to the streets/parking, and removal of all debris from the demolition site.
- B. The City of Marysville will make arrangements for utility to be disconnected, but it will be the responsibility of the contractor to contact all utility providers (water, sewer, electric, gas and cable) prior to commencement of demolition activities to ensure that disconnection has been made.
- C. No materials shall be salvaged, stored or accumulated in any area.
- D. The contractor shall be responsible for the removal and proper disposal of all materials and shall provide the City of Marysville with landfill receipts prior to release of payment. Debris to be delivered to a landfill(s) licensed for this type of debris in accordance with all federal, state and local laws. All loads shall be covered and secured prior to and during transport. The contractor relieves the City of Marysville of all liability in the disposal of debris. The contractor is responsible for all other applicable fees, permits and required notices not identified in Section 2.A above.
- E. The contractor will provide a safe working environment.
- F. The contractor shall remove and cap the sanitary sewer connection back to the property line. The sewer cap shall be inspected by the Water/Sewer Supervisor or designee before being covered up.
- G. Contractor must backfill excavation site with clean fill material including quality topsoil material. Contractor must proof roll the fill material to assure compaction and a level site to existing elevations and seed site with a fescue blend grass seed.
- H. Any damage of items not covered in the demolition shall be the responsibility of the contractor to repair.



### 3. SCHEDULE

- Issue Request for Proposals (RFP) 5/25/21
- Deadline for receipt of written questions and requests for addenda 6/16/21
- Proposals Due – 2:00 pm 6/23/21
- Review and Acceptance of Winning Bidder 6/28/21

### 4. GENERAL PROPOSAL CONDITIONS

- A. Contractors must meet all licensing requirements of the City of Marysville.
- B. Responses to the RFP shall be made according to the instructions contained herein. Failure to adhere to instructions may be cause for rejection of any proposal.
- C. Proposers understand and agree that submission of a proposal will constitute acknowledgment and acceptance of, and willingness to comply with, all the terms, conditions, and criteria contained in this RFP, except as otherwise specified in the proposal. Any and all parts of the submitted proposal may become part of any subsequent contract between the selected proposer and the City of Marysville.
- D. False, misleading, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for rejection of the proposal. The evaluation and determination of the fulfillment of the above requirement will be the City of Marysville’s responsibility, and its judgment shall be final.
- E. Proposals shall provide a straightforward, concise delineation of the proposer’s capability to satisfy the requirements of the RFP. Each proposal shall be submitted in the requested format and provide all pertinent information, including but not limited to information relating to capability, experience, financial resources, and other information as specified in Section 6 and otherwise required in this RFP. Each proposal shall be signed in ink by a duly authorized officer of the company.

### 5. SUBMISSION OF PROPOSALS

- A. Proposals in response to this RFP shall be considered received at the time actually received by the addressee. All proposals and other communications should be addressed to the City of Marysville as follows:

Commercial Building Demolition Proposal  
Attn: Austin St. John  
City of Marysville  
209 N 8<sup>th</sup> Street  
Marysville, KS 66508  
Phone: 785-562-5331  
Email: [cityadm@bluevalley.net](mailto:cityadm@bluevalley.net)

- B. Written proposals must be received by the City of Marysville at its office address listed in paragraph A of this section by 2:00 pm, June 23, 2021.

- C. Proposals received after this specified date and time shall be considered late and shall not be considered for evaluation.
- D. Each proposal shall be in the form specified in this RFP, and in a sealed envelope with outside markings stating: Building Demolition Proposal.

## 6. REQUIRED ELEMENTS OF PROPOSALS

- A. Cover Letter. Each proposer shall submit a short cover letter including the name and address of the organization submitting the proposal; and the name, address and telephone number of the contact person who will be authorized to make representations for the organization.
- B. Experience.
  - ✓ Qualifying Experience. Brief history of the firm including any fields of expertise, previous experience with jobs of similar scope. List a minimum of three (3) recent projects similar in scope (if possible).
  - ✓ Litigation. Provide a list of any litigation in which the Firm and/or Managing Principal is named a party.
- C. Proposed Work Plan/Schedule.
- D. Certificate of Liability Insurance. Proposer must submit proof of liability insurance in an amount of at least \$1M.
- E. Bid Submittal Forms. (Included in this RFP)

## 7. CLARIFICATION AND ADDENDA PROCESS

- A. A proposer may submit to the City of Marysville a written request for an interpretation or clarification of, or an addenda to this RFP. Any such request must be received by the City of Marysville no later than 5:00 pm, June 16, 2021. The request must be emailed to [cityadm@bluevalley.net](mailto:cityadm@bluevalley.net). The subject line of all emails should be "City of Marysville – Commercial Demolition RFP."
- B. The City of Marysville will review and prepare a written response to each request made by a proposer pursuant to this section.
- C. The City of Marysville reserves the right to make modifications or addenda to this RFP. If the City of Marysville determines it is appropriate to revise any portion of this RFP, either at the request of a proposer or upon the city's own initiative, the City of Marysville will issue to all prospective proposers.
- D. The City of Marysville is not bound by any oral interpretations, clarifications, or changes made to this RFP by any City of Marysville employee or consultant. Any clarification or change to the RFP must be provided in writing pursuant to this section.

## **8. COST OF PROPOSAL**

Any costs incurred by proposers in responding to this RFP shall be the proposer's sole expense and will not be reimbursed by the City of Marysville.

## **9. CANCELLATION OF REQUEST FOR PROPOSALS**

The City of Marysville reserves the right in its discretion to cancel this RFP in whole or in part.

## **10. PROPOSAL REJECTION**

The City of Marysville reserves the right to accept or reject any and all proposals submitted in response to the RFP or refuse to enter into any contract resulting from any proposal submitted, without expense to the City of Marysville.

## **11. AWARD**

Award of bid shall be made to the lowest responsible bidder meeting the specifications set forth herein. In addition to the quoted price, the following criteria may be used in the award: past experience, and service provided by the proposer, quality of work, completion date, and other factors deemed relevant by the City of Marysville.

**CITY OF MARYSVILLE, KANSAS**

**BID SPECIFICATIONS / BID SUBMITTAL FORM**

**Project Location:** 205 N 10<sup>th</sup> Street – Not to be started before July 12<sup>th</sup>, 2021.

The undersigned DEMOLITION CONTRACTOR, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents for the stated prices as payment in full.

Bid \$ \_\_\_\_\_

Available Start Date: \_\_\_\_\_

Length of time for Completion: \_\_\_\_\_

Submitting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Authorized Representative (print/type) : \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**FIRM PRICING**

Prices submitted in this bid form are firm through (minimum 30 days): \_\_\_\_\_

**CITY OF MARYSVILLE, KANSAS**

**BID SPECIFICATIONS / BID SUBMITTAL FORM**

**Project Location:**      **XXX-618 Broadway**

The undersigned DEMOLITION CONTRACTOR, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents for the stated prices as payment in full.

Bid \$ \_\_\_\_\_

Available Start Date: \_\_\_\_\_

Length of time for Completion: \_\_\_\_\_

Submitting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Authorized Representative (print/type) : \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**FIRM PRICING**

Prices submitted in this bid form are firm through (minimum 30 days): \_\_\_\_\_

...  
REAL ESTATE SALES CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of May 2021, by and between Joseph A. Cohorst, a single person, referred to as "Seller," and the City of Marysville, Kansas, a Kansas municipality, hereinafter referred to as "Buyer."

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

The East Twenty-Three Feet Three and One-Half Inches (E 23' 3 1/2") of Lot 3 in Block Ten (10) in Marysville Proper now incorporated and part of the City of Marysville, Marshall County, Kansas; and

The West Twenty Feet Eight and One-Half Inches (W 20' 8 1/2") of Lot 3 and the East Three and One-Half Inches of Lot 4, all in Block Ten (10) in Marysville Proper now incorporated and part of the City of Marysville, Marshall County, Kansas

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

(Street address: 612 Broadway Street, Marysville, KS 66508)

1. PRICE: Buyer agrees to pay Seller and Seller agrees to accept as total consideration for the purchase and sale of said Property the total sum of Thirty-Five Thousand Seven Hundred Eighty Dollars (\$35,780.00), hereinafter referred to as the "Purchase Price". The Purchase Price shall be paid as follows:

- (a) No down payment or earnest money shall be required.
- (b) The payment of Thirty-Five Thousand Seven Hundred Eighty Dollars (\$35,780.00), plus and minus the adjustments required under this contract, shall be paid at closing.

2. MARKETABLE TITLE: Seller shall convey title to said real estate by a general warranty deed free of all encumbrances, except easements and restrictions of record and subject to applicable zoning ordinances.

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

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

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

3. TAXES: Taxes for 2020 and all prior years shall be paid by Seller. Property taxes for the year 2021 shall be pro-rated between the parties as of the date of closing based upon the prior year's taxes. The taxes for all subsequent years shall be the responsibility of the Buyer.

The Seller acknowledges that as of the date of this contract, Seller has not paid all of the 2020 taxes. Escrow is directed to pay 2020 taxes and interest on behalf of Seller remaining unpaid at closing.

4. CLOSING AND POSSESSION: Closing on the above-described real estate shall not be later than **July 6, 2021**, unless extended by mutual agreement of the parties. Closing of the real estate transaction shall be held at the Law Offices of Bolton and McNish, LLC, 916 Broadway, Marysville, Kansas 66508, ph. #785-562-5388, fax 785-562-2124, email [jmcnish@bluevalley.net](mailto:jmcnish@bluevalley.net).

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

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

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

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

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

The Escrow Agent is directed to pay all expenses incurred in connection with the sale of the above-described real estate.

The Seller and the Buyer shall be responsible for the document and deed preparation and for escrow/settlement services. Buyer shall be responsible for the fees to record the deed in the Register of Deeds Office.

Any legal fees incurred by Seller shall be at the Seller expense and shall be paid outside of this contract by the Seller.

The parties will be required to furnish the escrow agent their social security numbers or tax identification numbers in compliance with the IRS tax code. The escrow agent will be responsible for completion and filing of Internal Revenue Service Form 1099-S required to report the sale or exchange of real estate.

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

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

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

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



11. TIME IS OF THE ESSENCE: The parties agree that this agreement constitutes the entire agreement and that there are no unwritten, oral or implied promises, covenants or warranties. Time is of the essence of this agreement and all payments shall be made promptly and in accordance with the terms hereof and all the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors in interest, and assigns of the respective parties.

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

13. KANSAS DISCLOSURES: The subject property is presently classified as a commercial property. Notwithstanding the present use, the following disclosures are provided:

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

RADON GAS WARNING: Every buyer of real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The Kansas department of health and environment recommends that all home-buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by radon mitigation technician. For additional information, go to [www.kansasradonprogram.org](http://www.kansasradonprogram.org).

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

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

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

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

SELLER:

BUYER:

City of Marysville, Kansas

\_\_\_\_\_  
Joseph A. Cohorst                      \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Jason Barnes, Mayor                      \_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Cindy Holle, Clerk

ACCEPTANCE BY ESCROW AGENT

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

- \_\_\_\_\_ 1. Original contract executed by the parties;
- \_\_\_\_\_ 2. Original Warranty Deed;
- \_\_\_\_\_ 3. Preliminary Insurance Commitment.

Dated: \_\_\_\_\_.

\_\_\_\_\_  
Escrow Agent

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



Seller's Name: Joesph A. Cohorst

Seller's address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

SSN: \_\_\_\_\_

Lender or Lienholder: \_\_\_\_\_

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

Buyer's Name: City of Marysville, Kansas

Buyers' Address after sale 209 N. 8<sup>th</sup> Street  
Marysville, KS 66508

FEIN: \_\_\_\_\_

Buyers' telephone #: 785-562-5331

Property under contract:

The East Twenty-Three Feet Three and One-Half Inches (E 23' 3 ½") of Lot 3 in Block Ten (10) in Marysville Proper now incorporated and part of the City of Marysville, Marshall County, Kansas; and

The West Twenty Feet Eight and One-Half Inches (W 20' 8 ½") of Lot 3 and the East Three and One-Half Inches of Lot 4, all in Block Ten (10) in Marysville Proper now incorporated and part of the City of Marysville, Marshall County, Kansas

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

(Street address: 612 Broadway Street, Marysville, KS 66508)