

**AGENDA  
REGULAR MEETING  
August 23, 2021  
7:00 p.m.**

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

**1. APPROVAL OF MINUTES** - Regular Meeting: August 9, 2021, Pages 02-06

**2. POLICY HEARING**

- 1. CDBG Grant – Lagoon Cells
  - a. Resolution 2021-18 Legal Authority to apply for 2022 CDBG Grant Page 07
  - b. Resolution 2021-19 CDBG Grant for Improvements to Sanitary Sewer Treatment System Page 08

- c. CDBG Application Public Hearing Documents – Page 36**
- d. Statement of Assurances – Pages 37-40**
- e. Disclosure Report – Page 41**
- f. Anti-Displacement – Page 42**
- g. Determination of Level of Review – Pages 43-44**

Added to bottom of Agenda.
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**3. 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.

**4. BUSINESS AND DISCUSSION ITEMS**

- 1. Planting restrictions by Fire Hydrant – Dennis Kramer Pages 09-12
- 2. Planting restrictions by Fire Hydrant – Debbie Henderson Page 13
- 3. Trail Life & Am Heritage Girls Recruitment Night Aug. 25, 2021-Ben Throm Pages 14-15
- 4. Marshall County Sports & Recreation Contract Pages 16-27

**5. NOTICES AND HEARINGS**

**6. CONSENT AGENDA**

- 1. Lee Dam Art Center – Alcohol Consumption, Baby Shower, Nov. 6, 2021, Sadie Goepfert. Page 28
- 2. Koester Block Gazebo Park – Alcohol Consumption, Chamber Mixer, Sept. 23, 2021, Sara Kessinger. Page 29
- 3. Convention & Tourism Funds Request Page 30

**7. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3754** Pages 31-35

**8. STAFF REPORTS**

- 1. City Administrator

**9. STANDING COMMITTEE REPORTS**

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

**10. APPOINTMENTS & WAGE DETERMINATION**

**11. CITY ATTORNEY/EXECUTIVE SESSION**

**12. ROUNDTABLE DISCUSSION**

**ADJOURNMENT**

Regular Meeting  
City Hall, Marysville, Kansas-August 9, 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, and City Clerk Holle were also present.

After the Pledge of Allegiance, roll call was answered by the following council members: Frye, Schroller, Hughes, Beikman, Price, Behrens and Throm. A quorum was present.

The minutes from the July 26<sup>th</sup> regular meeting were presented for approval. CM Throm moved, CM Beikman seconded to approve the minutes as amended. Motion carried by 7-0 voice vote.

The minutes from the July 29<sup>th</sup> special meeting were presented for approval. CM Throm moved to approve the minutes as presented. CM Behrens seconded. Motion carried unanimously.

**HEARINGS:**

- 1. REVENUE NEUTRAL RATE.** At 7:02 p.m. Mayor Barnes opened the public hearing. The Revenue Neutral Rate set by the Marshall County Clerk was set at 66.370 mills. The proposed budget of the City of Marysville will require the levy of property tax rate exceeding the Revenue Neutral Rate. The proposed property tax levy rate will be 67.640 mills. No public comments were presented. CM Behrens moved to approve Resolution 2021-15 *A RESOLUTION OF THE CITY OF MARYSVILLE, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE*, CM Throm seconded. Motion carried unanimously.
- 2. 2022 BUDGET HEARING.** At 7:03 p.m. Mayor Barnes opened the public hearing. The proposed budget authority for 2022 was set at \$9,865,699 and the requested Ad Valorem Tax is \$2,108,465. No public comments were presented. CM Throm moved to approve the 2022 Budget, CM Beikman seconded. Motion passed unanimously.

**PUBLIC COMMENTS:**

**BUSINESS AND DISCUSSION ITEMS:**

- 1. FIREFIGHTER AUXILIARY FUNDRAISER.** Deb Reith the President of the Firefighter Auxiliary told the Council they would like to have a fundraiser for the Auxiliary to purchase food and water for the firemen when they are on long fire calls. The firemen and the auxiliary members will stand at the 10<sup>th</sup> and Center Street corner on September 16, 17, and 18 during the Highway 36 garage sales. Attorney Jason Brinegar will prepare a form that holds the city harmless if there is an incident during the fundraiser. CM Behrens moved to allow the Firefighters Auxiliary fundraiser September 16, 17, and 18 at the 10<sup>th</sup> and Center Street corner, CM Throm seconded. Motion carried unanimously.
- 2. BLACK SQUIRREL BARK PARK UPDATE.** Maureen Crist a representative from the Black Squirrel Bark Park committee addressed the Council listing these items that have been completed at the Bark Park: Abutments completed by Inline Construction  
Bridge which will be constructed and donated by Landoll (not completed)  
Fencing ordered will be constructed by Roche Fencing

The abutments and the fencing have been paid by donations. The Committee will continue to fundraise to purchase more amenities and signage.

3. **MARSHALL COUNTY SPORTS & REC CONTRACT RENEWAL.** Vince and Jacey Pacha asked the Council to extend their present contract for 5 years at \$68,000 per year. This is the first year this company has run the recreation programs for the City. The Council discussed the positives and negatives of the services provided so far this year. Grass in the infield of the diamond and tall grass by the fence was discussed. Also, the need to remove the ridge between the infield and the outfield of the diamonds at Lakeview Complex this fall so grass can be planted. Marshall County Sports and Rec said they planned to hire summer help next year to help with upkeep of the facilities. CM Hughes moved to have a contract written to extend Marshall County Sports and Recreation's contract for three years at \$68,000 per year, CM Frye seconded. Motion carried 6-1 with CM Price voting no.
4. **RESOLUTION 2021-17 EXEMPT PORTIONS OF CITY STREETS ALCOHOL CONSUMPTION-BOSS NATIONALS.** The Wagon Wheel presented a request to extend their premises to sell alcohol during the Boss Nationals Car Show event at the intersection at 7<sup>th</sup> Street and Broadway. Alcohol consumption will be allowed on the barricaded streets 10<sup>th</sup> Street to 5<sup>th</sup> Street on Broadway. From Center Street to the alley south of Broadway on 9<sup>th</sup> Street, 8<sup>th</sup> Street, and 6<sup>th</sup> Street and the 7<sup>th</sup> Street Corridor from Center to Elm. This exemption will be from 6:00 p.m. Thursday, August 26, 2021, until midnight. CM Beikman moved to approve Resolution 2021-17, CM Schroller seconded. Motion passed unanimously.
5. **BOSS NATIONALS REQUESTS.** Kate Tommer from Marysville Main Street/Chamber and Greg Boss a local representative for the Boss Nationals Organization addressed the Council with requests for the Car Show which will be held August 26, 27 and 28. The local Car Club will put up and take down the requested barricades. Broadway will be closed from 10<sup>th</sup> Street west to 5<sup>th</sup> Street except the 6<sup>th</sup> Street intersection, the 8<sup>th</sup> Street intersection and the 9<sup>th</sup> Street intersections which will be open from 7 a.m. to 6 p.m. on Thursday and Friday so customers can access retail stores and businesses. There will be live bands Thursday, Friday and Saturday evening. Greg Boss asked the City to put up the large tent owned by Main Street for the event on CES's lot next to the corridor. CM Throm moved to approve the requests, CM Behrens seconded. Motion carried unanimously.

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

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

1. Resolution 2021-16. Authorize Evergy to install a streetlight at 1184 Hwy 77 lift station.
2. City Clerk's Report for July showed \$81,440.37 collected in receipts with a like amount being deposited with the City Treasurer.

3. Cash balances in funds as of July 30, 2021, were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through July 2021 showed unadjusted accumulated revenues in the General Fund of \$2,127,144 or 83% of budget; Water Revenue Fund, \$485,135 or 54% of budget, Sewer Revenue Fund, \$459,790 or 60% of budget. Unadjusted statement of expenditures in the General Fund totaled \$1,732,011 or 53% of budget, Water Revenue Fund, \$708,684 or 44% of budget, and Sewer Revenue Fund, \$414,649 or 41% of budget.
4. Municipal Judge's Report for July showed \$1,908.50 being deposited with the City Treasurer and \$184.50 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

### **APPROPRIATIONS ORDINANCE NO. 3753**

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$122,852.30; Water Revenue Fund, \$15,932.34; Sewage Revenue Fund, \$110,802.99; Sewer Replacement, \$2,063.60; Bond & Interest #1, \$16,234.23; Library Revolving Fund, \$6,417.20; Swim Pool Sales Tax \$22,522.26; Koester Block Maintenance, \$984.42; Employee Benefit, \$8,278.15; Transient Guest Tax, \$2,160.25; Sales Tax Improvements, \$1,446.22; Water Utility Reserve, \$248.75; making a total of \$309,942.71.
2. An appropriations ordinance was introduced and considered to honor claims against the funds of the City as audited by the Finance Committee. CM Frye moved, CM Throm seconded to approve the appropriations ordinance totaling \$309,942.71.
3. Motion to approve the appropriations ordinance carried by 7-0 roll call vote. City Clerk Holle assigned Ordinance No. 3753.

### **STAFF REPORTS:**

#### **CITY ADMINISTRATOR:**

1. **KOESTER BLOCK BRICK WALL DONATION.** CA St. John reported Julia Muller and Earl Shreckengast made a \$45,000 donation to the Koester Foundation. They asked the Foundation to use \$30,000 to repair the brick wall that surrounds the Koester Block and has asked the City to match the \$30,000. \$60,000 was the estimate by the mason to finish repairing the wall. CA St. John said he will apply for grants to help attain the City's share of the cost and the wall will be placed on the PonyUp Marysville annual fundraiser. CM Frye requested the City also fix the facade and the windows on the retail buildings in the Koester Block.
2. **POLICE TRUCK.** The new police truck was delivered last week. It is silver which will be the new color for police vehicles instead of white. There will also be new graphics for the vehicles. The truck has a cloth interior, and the console is not correct for a patrol vehicle. The Police Department will use this vehicle as an unmarked administrative vehicle used to transport victims and juveniles. The previously ordered cage and shelves have been canceled and this vehicle will be set up with a topper and unmounted lights. The cost to set-up the pick-up should be about \$6,000, several thousand dollars less than previously approved. CA St. John will check on

adding a 100,000-mile warranty. The Ford Explorer used for this purpose now will be kept for a vehicle the Police Department will use for transportation to trainings and the Crown Victoria will be surplus in the future.

3. **BLACK SQUIRREL STATUE IN CITY PARK.** The Convention and Tourism Committee has assessed the black squirrel statues around the City. Even the City's squirrel in the City Park is in need of repair. The artist who painted the squirrel will be contacted about making the repairs. CM Schroller said she will speak with Willa Griswold the artist who painted the squirrel in the flower garden about repairs that are needed to that squirrel.
4. **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.
5. **INLINE CONSTRUCTION FIRESTATION CONTRACT EXTENSION.** Inline Construction asked the City for a 2-month extension on their contract to build the new fire station. They have had difficulty getting the supplies needed for the building. CM Throm asked the doors to be closed when Inline is not working. CA St. John reported the City has until March 2022 to expend the CDBG grant monies. CM Hughes moved to extend the contract with Inline Construction by 2 months, CM Price seconded. Motion carried unanimously.

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

##### **STREET:**

1. **STREET SEALING.** CM Throm asked when street sealing would start. CA St. John said in approximately 1 week.
2. **VETERANS MEMORIAL DRIVE.** CM Price requested Veterans Memorial Drive be cleaned up before the Wall That Heals comes. There is grass in the cracks and it should be swept. The local volunteers have been working on repairing and painting the fence at Feldhausen Field.
3. **CURBS PAINTED.** The crosswalks and curbs have been painted which has increased visibility.

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

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

##### **CEMETERY & AIRPORT:**

##### **POLICE & FIRE:**

**ADMINISTRATION & FINANCE:**

1. **CITY HEALTH OFFICER.** CM Hughes asked if a Health Officer had been found. Mayor Barnes said he was waiting until Marshall County finds their Health Officer. Several council members said they would like the City and the County to use the same person. Mayor Barnes will talk to the County.

**APPOINTMENTS**

**CITY ATTORNEY:**

**EXECUTIVE SESSION:**

**ROUND TABLE DISCUSSION:**

1. **STREET LIGHT CONDUIT ON 9<sup>TH</sup>/CENTER.** CM Frye reported the box that covers the conduit on the NE corner of 9<sup>th</sup> and Center Street has come off again. This has been covered with a box for several years and it should be fastened down and marked until the corner is developed.
2. **10<sup>TH</sup> STREET STOPLIGHT.** CM Throm reported the stoplight at 10<sup>th</sup> and Center Street is not blinking from 11 p.m. until 7 a.m.

There being no further business, at 8:32 p.m. CM Frye moved to adjourn, CM Throm seconded. Motion carried unanimously.

Cindy Holle  
City Clerk

THE CITY/COUNTY OF MARYSVILLE, KANSAS  
RESOLUTION NO. 2021-18

RESOLUTION CERTIFYING LEGAL AUTHORITY  
TO APPLY FOR THE 2022 KANSAS  
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FROM THE KANSAS DEPARTMENT OF COMMERCE  
AND AUTHORIZING THE MAYOR/COMMISSIONER  
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City/County of Marysville, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City/County of Marysville, Kansas, intends to submit an application for assistance from the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City/County of Marysville, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR/COMMISSIONER of Marysville, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$1,727,000.00 in cash funds toward this project and \$0.00 in force account labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY/COUNTY OF MARYSVILLE, KANSAS,  
this 23<sup>rd</sup> day of August, 2021.

APPROVED \_\_\_\_\_  
MAYOR/COMMISSIONER

ATTEST \_\_\_\_\_

(SEAL)

THE CITY/COUNTY OF MARYSVILLE, KANSAS

CITY/COUNTY OF MARYSVILLE, KANSAS  
RESOLUTION NO. 2021-19

A RESOLUTION ASSURING THE KANSAS DEPARTMENT OF COMMERCE THAT FUNDS WILL BE CONTINUALLY PROVIDED FOR THE OPERATION AND MAINTENANCE OF IMPROVEMENTS TO THE SANITARY SEWER TREATMENT SYSTEM TO BE FINANCED WITH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, The City/County of Marysville is applying for Small Cities Community Development Block Grant funds under the Water/Sewer Category, as administered by the Kansas Department of Commerce; and,

WHEREAS, The City/County of Marysville wishes to utilize this funding for the purpose of constructing improvements to the city's/county's sanitary sewer treatment facilities system, as described in the Community Development Block Grant application submitted to the Kansas Department of Commerce; and,

WHEREAS, The City/County of Marysville has determined that the annual operation and maintenance costs of the sanitary sewer treatment system improvements are anticipated to be approximately \$155,000.00; and,

WHEREAS, The annual Sewage Revenue Fund budget has been determined to be adequate to fund the operation and maintenance of the sanitary sewer treatment facilities system,

NOW, THEREFORE, BE IT RESOLVED THAT: The Governing Body of the City/County of Marysville, Kansas, hereby assures the Kansas Department of Commerce that sufficient funds will be provided for the continued operation and maintenance of the above-described improvement; that these operation and maintenance costs will be reviewed annually; and that the budget will be adjusted, when necessary, to reflect and cover any increase in costs.

ADOPTED BY THE GOVERNING BODY OF THE CITY/COUNTY OF MARYSVILLE, KANSAS THIS 23<sup>rd</sup> DAY OF AUGUST, 2021.

ATTEST:

MAYOR/COMMISSIONER

CITY CLERK/COUNTY CLERK

(SEAL)



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

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

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

Name: Dennis R Kramer

Address: 801 N 9th Marysville KS 66508

Contact Number: 785 562 3143 (H) 785 268 0306 (C)

Date to Appear before Council: \_\_\_\_\_

What Organization are you representing: SELF

What are you requesting: I received a Notice of Violation regarding bushes near a Fire Hydrant located at 9th and May Streets. I have cut and trimmed the bushes by 85%. I desire to keep the remaining plant material. I have been cooperating with William Ralph in requesting his guidance and direction.  
Thank you for your consideration.

When will the event be held if applicable: \_\_\_\_\_

Where will the event be held if applicable: \_\_\_\_\_

Dennis R Kramer  
Signature

8/13/2021  
Date

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



Before

**From:** Dennis Kramer [REDACTED]  
**Subject:**  
**Date:** August 13, 2021 at 10:24 AM  
**To:** Den Kramer [REDACTED]



Sent from my iPhone



The stop sign is in a wrong location. It will be moved to where you see the white <sup>12</sup>flag.

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

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

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

Name: Debra K. Henderson / Dale Henderson

Address: 1508 Park Place

Contact Number: 785-713-0369

Date to Appear before Council: 08-23-2021

What Organization are you representing: NONE

What are you requesting: talk about 10' ~~concrete~~ planting  
restriction by fire hydrant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When will the event be held if applicable: N/A

Where will the event be held if applicable: N/A

Debra K. Henderson  
Signature

08-09-2021  
Date

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

Hello,

Mayor Barnes and Council Members, I am here tonight on behalf of Trail Life and American Heritage Girl troops of Marysville, to request a temporary suspension of the Standard Public Offense Code Sec. 10.6 which states:

The unlawful operation of an air gun, air rifle, bow and arrow, slingshot, BB gun or paint ball gun in the shooting, discharging or operating of any air gun, air rifle, bow and arrow, slingshot, BB gun or paint ball gun, within the city, except within the confines of a building or other structure from which the projectiles cannot escape. Unlawful operation of an air gun, air rifle, bow and arrow, slingshot, BB gun or paint ball gun is a Class C violation.

Trail Life USA Troop KS-0007 and our sister group American Heritage Girls Troop KS-0007 are hosting a recruitment night on Wednesday, August 25<sup>th</sup> from 5:30 p.m. to 8:00 p.m. Last year's recruitment night was successful, and we are wanting to host it again. We would like to be able to do the following events: shooting single pump BB guns, participating in archery with 15lb draw bows, kayaking/ Canoeing and other stations. Safety is our primary focus during this event, and we have taken the following steps to ensure everyone's safety while attending this event. The Shooting Range will have adult leaders who are certified as National Rifle Association Range Safety Officers. The Archery Range will have skilled archery shooters who have years of experience and training.

From the Attached map (not drawn to scale) we will have Police Tape marking the edges of our ranges to keep attendees from walking into the open range. The Ranges are set up with the 12' high sloped embankments to contain any stray BB's or arrows. We have talked to Police Chief Ackerman, he said that he did not have any complaints about our event last year and that he was ok with us hosting the event again this year. We are to notify him about a week prior to the event and he will provide us with Police Tape we can use for our boundaries. We have leadership from both organizations that will be helping guide and supervise attendees so that they stay in the appropriate areas to help ensure safety for all participants.

Thank you for your time and consideration. We appreciate everything the city has done to support our organizations and the activities we host in our community.

Thank you,

Benjamin Throm

American Heritage Girls-Troop Coordinator  
Trail Life USA - Ranger



Key

Yellow=Ranges

Red=Police Tape

Blue= Earthan Backstop

## **AGREEMENT FOR RECREATION MANAGEMENT SERVICES**

THIS AGREEMENT made and entered into on the date last written below, by and between City of Marysville, Kansas (hereinafter "City"), and Vincent Pacha and Jacey Pacha, jointly and severally, D/B/A Marshall County Sports and Recreation a recreation management company (hereinafter "Company");

WHEREAS, City desires to retain the services of Company, and Company desires to render recreation management services to City, upon the terms and conditions hereinafter stated:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do hereby promise and agree as follows:

### **SECTION 1 – SCOPE OF DUTIES TO BE PROVIDED**

**1.1 Term.** The City agrees to retain Company for a period of thirty-six months (36) months commencing on January 1, 2022 and ending December 31, 2024, unless terminated in accordance with Section 5 of this agreement. This Agreement will not be subject to any implied or automatic renewals, and any relationship between the parties after the term hereof will be subject to a new agreement. The parties may extend the term or any subsequent term of this Agreement by executing a separate written agreement of extension. From a time period beginning August 1, 2024, and ending September 20, 2024, the City will negotiate in good faith exclusively with Company about a possible renewal of this Agreement.

If the parties are unable to negotiate terms and conditions for renewal, the Agreement will terminate on December 31, 2024 without further notice.

**1.2 Programs and Services.** The Company agrees to manage the recreational programs and services for the City on the terms and conditions set forth in this agreement. The Company agrees to devote all necessary time and attention to the performance of the duties specified in this agreement. The Company shall have charge of administering, operating, advertising, promoting, conducting and preparing for all recreational programs and services customarily undertaken and as designated by the governing body for the term of this agreement. The Company will provide an annual report listing services, programs and the number of participants.

**1.3 Field Preparation.** The Company shall be responsible for preparing the playing fields at



Lakeview, Feldhausen Field for baseball and softball and other playing fields that the City may obtain or acquire for soccer and football. The Company shall also take reasonable and prudent steps to secure the playing fields and related facilities against vandalism and theft.

A. Field preparation and associated costs shall be the responsibility of the Company and shall include by way of illustration and not limitation:

1. Setting bases, marking base lines and foul lines, replacing worn equipment for activities and programs, setting up and tearing down batting cage nets and machines and other duties commonly associated with baseball and softball play.
2. Watering of fields. The Company shall be responsible for irrigating the playing fields. The Company shall operate the irrigation system in a reasonable and prudent manner to avoid waste of water.
3. Policing fields for trash both inside the playing field and outside the playing field. The Company shall be responsible for the cost of trash removal.
4. Ball field Maintenance. The Company shall be responsible for field preparation and maintenance so as to reduce the likelihood of physical injury to players. With respect to High School and Legion baseball games at Feldhausen Field and Lakeview Complex, the Company shall prepare the playing field for such games and provide the infield material to maintain playing condition.
5. Mowing, fertilizing, spraying and seeding fields of play at Feldhausen and Lakeview.

At Lakeview and Feldhausen, the Company shall mow, seed, spray and fertilize inside the fenced areas, including the areas between the ball diamonds at Lakeview. The City shall mow and maintain the grassy areas outside of the confines of Lakeview, namely that area west, south and east of the confines of the baseball diamonds including the hill west and north of the fields, and outside the confines of playing field at Feldhausen Field.

6. Tennis Courts. The City will make available the tennis courts at City Park

for tennis league and any related recreational programs. The Company shall not be responsible for maintaining the tennis courts or payment of any of the lighting costs.

- B. In addition, the Company shall be responsible for all work, including labor and costs, associated with the application of granular clay at Feldhausen Field and Ag Lime at Lakeview Field.
- C. The Company shall not be responsible for the repair and improvement of the parking lot surfaces.

**1.4 Activity dissemination.** The Company shall be responsible for promoting recreation activities and programs through all available media sources. Said promotion activity shall include, but not be limited to the following: flyers distributed through the school system; public service announcements; web site links (if available); newspaper advertisements; and other appropriate media.

**1.5 Games.** The Company must provide an employee, agent or designee to attend all league or tournament games to provide supervision and direction to teams, coaches, umpires and referees. The Company shall assign participants to teams fairly and impartially and shall make such assignments to ensure that the teams are balanced and competitive with each other and that the greatest participation is encouraged in the games provided for under this agreement. The Company shall provide for umpires, instructional clinics, instructors, officials and supplies for the games.

**1.6 Oversight and Scheduling.** The Company shall have the exclusive use of the City's playing fields and recreational facilities subject to the limitations set forth in Section 2 of this agreement. The Company shall be responsible for oversight and field scheduling, reservations, tournaments and tournament schedules and any and all activities sponsored by the Company. Any activity held at the City's playing fields or facilities not related to sport and recreation will require prior approval by the joint confirmation of the Company and the City.

**1.7**     **Maintenance.** The Company shall take good care of the premises and the equipment and fixtures in or on the premises and shall keep the same in good working order and condition. All building repairs, alterations, additions, improvements, installation, equipment, fixtures by whomsoever installed or erected (except such business trade fixtures belonging to the Company as can be removed without damage to or leaving incomplete the premises or building) shall belong to the City and remain on and be surrendered with the premises as a part of the subject premises at the expiration of the agreement or any extension of it. The Company will inform the City immediately of any problems with the equipment or fixtures.

Further the Company shall not be required to maintain or replace the batting machines, stadium lights, concession equipment, scoreboards (except the Company agrees to replace the light bulbs in the scoreboard), underground water and piping (except the Company agrees to repair or replace the sprinkler heads if damaged by the Company), batting cage netting (except the Company agrees to be responsible for storing the batting netting) and any damage to the facility or equipment due to vandalism or acts of God or which is not otherwise due to the negligence of the Company. The Company shall not be required to remodel, upgrade or replace the facilities. The City shall be responsible for repairs and for any capital improvements and other similar capital expenditures.

**1.8**     **Equipment.** The City shall lease equipment, to wit: John Deere gator; field marking equipment, and drag, to the Company for \$500 payable annually. The Company shall be responsible for routine maintenance of the equipment.

**SECTION 2 – APPLICABLE POLICIES AND REGULATIONS AND PRE-EXISTING AGREEMENTS.**

**2.1**     **Public Requirements.** The Company agrees that in all such aspects of such work, the Company shall comply with all laws, ordinances and public policies, standards, and regulations of the City from time to time established, and shall perform the duties

assigned faithfully, intelligently, to the best of the Company's ability, and in the best interest of the City and its recreational program. No discrimination because of race, color, national origin, ancestry, or religion shall be made in the administration of the city's recreational program and services or in the employment of persons that perform duties and work required under this agreement.

**2.2 ADA Compliance.** The Company shall be responsible for implementing provisions of the Americans with Disabilities Act (ADA) and agrees to abide by the regulations of the ADA in regard to access to all programs and services. The Company shall immediately notify City of any problems associated with implementation of provisions of the ADA. Facility compliance shall be the City's responsibility.

**2.3 American Legion Maintenance Fee.** The parties recognize that the Marysville Post 163 American Legion hosts junior and senior youth baseball programs. The financial remuneration payable by the Legion for maintenance shall be payable directly to the Company. The City waives any rights that it may have in such financial remuneration. The Company shall have the full authority to negotiate and collect such financial remuneration from the American Legion Post 163.

**2.4 Unified School District (U.S.D. 364) Maintenance Fee.** The Company acknowledges the City has a mutual aid agreement with U.S.D. 364 wherein the City and U.S.D. 364 provide for the mutual use of existing facilities of either party, subject to certain terms and conditions. The Company, in administering the City's recreational programs, must comply with rules and restrictions required by U.S.D. 364 for use of the school district's facilities. The Company shall coordinate the City's recreational program with the school district's use of the City's playing fields and facilities. The financial remuneration to be paid by the school district for maintenance shall be payable to the Company. The City waives any rights that it may have in such financial remuneration. The Company shall have the full authority to negotiate and determine the appropriate maintenance fee. In addition, the Company shall have the authority to collect such compensation from the school district. Any monies collected applicable to the tennis courts from U.S.D. 364 shall be paid directly to the City.

- 2.5 July 4th Celebration.** The City shall be permitted to use the Lakeview facilities for the annual July 4th Celebration and any other special events so long such events do not interfere with existing programs. Any special event will be approved after discussion with the Company. The City shall police the area for trash after the conclusion of the celebration or other special events.
- 2.6 Coordination of Efforts.** It is the intent of the parties that the Company coordinates the activities at the playing fields with the City through the appropriate City staff member.
- A. The City Parks and Recreation Committee will serve as an advisory board to the Company to address the community needs.
  - B. The Company shall monitor and track all complaints about the recreational programs and services under its administration, regardless of whether the complaints are received by telephone, social media, in person, or in writing. Such information, including how such complaints were addressed or resolved, shall be made available to the advisory board and its ex officio city members.

### **SECTION 3 - COMPENSATION**

- 3.1 Compensation.** In consideration of all services to be rendered by Company to City, the City shall pay annually to said Marshall Sports and Recreation, the sum of \$68,000 in four equal installments for services in 2022, 2023 and 2024. The first installment shall be made by no later than the first pay ordinance in January, 2022. The second installment shall be paid by not later than the first pay ordinance in April of that year, the third installment shall be paid by not later than the first pay ordinance in July and the fourth installment shall be paid by no later than the first ordinance in October of that year. The continued funding of this agreement shall be subject to the availability of funds and the budgetary laws of the State of Kansas. Payment in subsequent renewal periods shall be subject to good faith negotiation.
- 3.2 Concessions.** As part of the compensation, the Company shall have the right to operate all concession stands at the playing fields and shall be entitled to keep all gross receipts from such sales at the playing fields described herein. Gross receipts shall mean the total sum of the sales made at or from the designated premises, whether for cash or on credit, less the amount of any sales tax or other direct consumer tax which may specifically be paid by the purchaser or customer at the time of the purchase or payment.

- 3.3 Signage.** The Company, at its sole expense, shall be permitted to erect and maintain signage to promote the playing fields and facilities. The Company, at its sole expense, shall also be permitted to place advertising signage at the Lakeview complex. Such signage shall be consistent and compatible with the aesthetics and shall not distract from the use of the facilities. The Company shall be entitled to keep the fees charged for such advertising signage.
- 3.4 Tournaments.** The Company shall be entitled to host, schedule and promote tournaments at the playing fields described herein and retain the fees charged for such tournaments. The Company shall be responsible for any costs incurred to host, schedule and promote such tournaments.
- 3.5 Withholding; Other Benefits.** Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Company shall be solely responsible for reporting and paying any such taxes. The City shall not provide Company with any coverage or participation in the City's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.
- 3.6 Annual Adjustment.** Payment in subsequent renewal periods shall be subject to good faith negotiation.
- 3.7 Fees for Recreational Programs and Services.** The Company shall be entitled to charge and collect a fee for the recreation programs and services described in Section 1.2. Such fees should cover the direct costs incurred to provide the recreation programs or services. It is the intent of the City to promote participation notwithstanding the ability to pay a registration fee. The Company agrees to implement a policy to waive such fees for youth participants who lack the ability or resources to pay such fees.

#### **SECTION 4 - UTILITIES AND EXPENSES**

- 4.1 Accounting Requirement.** The Company shall keep, under its usual business policies and accounting practices, a separate account for the City, in which shall be recorded all direct costs incurred by the Company under this agreement. Direct costs shall consist of costs incurred for materials, supplies, equipment, repairs, and improvements to the City's facilities.
- 4.2 Water Utility Service.** The City shall furnish the water utility service to the playing

fields and facilities at no expense to the Company. The Company will take good care to monitor the irrigation system to minimize waste. The Company will act prudently to conserve water and minimize waste.

**4.3 Electric and Gas Utility Service.** The City shall be responsible for the entire electric and gas utility bills for the playing fields and related recreational facilities. The Company will act prudently to conserve utilities and minimize waste. No telephone service shall be provided to the Company. The Company shall not be responsible for providing telephone service for visitors and participants.

**4.4 Capital Improvements.** The Company shall compile a list of capital improvements which would enhance the playing fields and related facilities. The City may consider the information provided by the Company; provided however, funding any capital improvements shall lie entirely within the sound discretion of the City Council.

#### **SECTION 5 - TERMINATION**

**5.1 Termination for Cause.** This Agreement may be terminated by City immediately, at its option, if any one or more the following events shall occur:

- A. The Company shall become insolvent or file a voluntary petition in bankruptcy.
- B. The transfer or assignment or subletting of any of the Company's rights or interests under this agreement or any voluntary change in the majority ownership of the Company, without the prior written consent of the City.
- C. Any lien is filed against the subject premises because of any act or omission of the Company and such lien is not removed within a reasonable period.
- D. The Company shall voluntarily abandon, desert, vacate or discontinue its operation of the City's playing fields.
- E. The Company shall fail to comply with the duties and obligations required under this agreement.

**5.2** This agreement may be terminated at any time upon the mutual written agreement of the City and Company for any reason. The compensation shall be prorated as of the anticipated term of the contract whether the contract is terminated with cause or without cause.

**5.3** Before the City is authorized to terminate this agreement for cause, the City shall give the Company written notice of default, by certified mail, and shall give the Company a

reasonable time (date certain determined upon circumstances) in which to cure such default.

#### **SECTION 6 - INDEPENDENT CONTRACTOR STATUS**

- 6.1 Work Status.** The Company acknowledges that it is an independent contractor and is not an agent, partner, joint venturer nor employee of City. The Company shall have no authority to bind or otherwise obligate City in any manner nor shall the Company represent to anyone that it has a right to do so. The Company further agrees that in the event that the City suffers any loss or damage attributable to the provision of services under this Agreement, the Company shall indemnify, defend and hold harmless the City from any such loss or damage, including reasonable attorney fees.
- 6.2 Assignment.** The Company shall not assign any of its rights under this agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the City.

#### **SECTION 7 - REPRESENTATIONS AND WARRANTIES OF COMPANY**

- 7.1** The Company represents and warrants to the City that there is no employment contract or other contractual obligation to which Company is subject, which prevents Company from entering into this Agreement or from performing fully Company's duties under this Agreement.

#### **SECTION 8- INSURANCE**

- 8.1** The Company shall obtain and maintain in force, at its own expense, throughout the performance of the obligations under this Agreement, insurance coverage against claims, regardless of when asserted, that may arise out of, or result from, Company's operations in connection with the services or duties described above. This insurance shall include the following:

**Workers Compensation.** Company agrees to provide worker's compensation insurance for Company's employees and agrees to hold harmless and indemnify the City for any and all claims arising out of any injury, disability, or death of any of Company's employees. If Company enters into any contract with an outside vendor to perform work on or at the City's facilities, the Company should require that the vendor have Workers



Compensation coverage for said vendor and its employees.

**Liability Insurance:** The Company agrees to secure comprehensive public liability insurance, at its own expense, in limits of not less than \$500,000 per person and \$1,000,000 per incident, covering the recreational services and programs administered by the Company. The Company shall exhibit the policy or a counterpart, to the City Clerk.

## **SECTION 9 - PERFORMANCE MEASURES**

9.1 In order to evaluate the effectiveness of the management contract provided herein, the City and Company agree to the following performance measures:

- A. **Number of Participants:** The Company should develop and implement strategies to encourage youth and adult participants in the recreational programs and services offered through the Company.
- B. **Number of Programs:** The Company should evaluate, develop and implement such programs that are sustainable to serve a greater population of the City.
- C. **Web Site:** The Company should explore and develop a web site featuring the recreational programs and services of the City. The web site should provide access to sign up forms, rules, schedules, teams, coaches, contact person(s) and field conditions.

## **SECTION 10 - MISCELLANEOUS PROVISIONS**

**10.1** The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Company or City an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Company or City.

**10.2 Security and Assurances.** Unless otherwise prohibited by law, the City may require the Company to furnish, without additional cost to the City, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The City shall determine the type and amount of security. The Company may promptly remedy the default, or shall promptly: (1) Complete the Contract in accordance with its terms and conditions, and (2) Shall save the City harmless from any claims, judgements, or liens arising from the Company's failure to either remedy the default, pay

vendors/subcontractor/employees, or to complete the Contract in accordance with its terms and conditions in a timely manner. No right of action shall accrue on this term to or for the use of any person or corporation other than the City named herein.

- 10.3 Force Majeure Clause.** Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. In the Unforeseeable event of a future “act of God”, both parties will come together in a mutual agreement if either party is unable to perform obligations under this agreement which would become practicably impossible. Such circumstances include without limitations natural disasters or act of God, acts of terrorism, war, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, epidemics, quarantines, or nation or regional emergencies. Written notice of a party’s failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. The parties hereby agree, when feasible, not to cancel but reschedule obligations outlined in the contract as soon as practicable after the force majeure condition ceases to exist.
- 10.4** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 10.5** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Kansas.
- 10.6** This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and

understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

**10.7 Severability.** If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

WITNESS OUR SIGNATURES, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF MARYSVILLE**

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**VINCENT PACHA AND JACEY PACHA  
D/B/A MARSHALL COUNTY SPORTS  
& RECREATION**

\_\_\_\_\_

\_\_\_\_\_

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

Full Name (Responsible Party)

Goepfert Last                      Sadie First                      Lynn Middle

Address: 1223 Heights Ave  
Marysville, KS 66508

Home Phone #: \* (785) 341-9214 Work/Cell Phone #: (785) 268-1845

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

DATE OF EVENT: 11-6-2021 LOCATION: Arts Center

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

Baby Shower

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

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

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

Sadie Goepfert Signature of Responsible Party                      8-5-2021 Date

APPROVED BY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**NOTE: FORMS MAY BE REJECTED IF OT FILLED OUT COMPLETELY!!**

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

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

Full Name (Responsible Party)

Kessinger Last                      Sarah First                      R. Middle

Address: 1104 N. 8<sup>th</sup>  
Marysville, KS 66508

Home Phone #: 785-713-2819 Work/Cell Phone #: 785-562-2317

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

Marysville Advocate

DATE OF EVENT:

Thurs., Sept. 23

LOCATION:

Koester Black gazebo park

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

Chamber + Main Street mixer

I Sarah Kessinger, do hereby authorize a review and full disclosure of all records myself to any duty authorized agent of the City of Marysville, whether the said records are public, private, or confidential nature. The intent of this authorization is to give my full and complete disclosure of the records of educational institutions, employment, and pre-employment records including background reports, efficient ratings, complaints, or grievances filed by or against me and the records and recollections of attorneys, or of other council whether representing me or another person in any case, either criminal or civil in which I presently have, or had an interest. I understand that any information obtained by a personal history background investigation which is developed directly or indirectly, in whole or I part, upon this released authorization will be consideration for determining suitability of this application by the City of Marysville. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from all liability which may be incurred as a result of furnishing such information. A photocopy of this release will be valid as an original thereof, even though the said photocopy does not contain an original writing of my signature.

Sarah Kessinger  
Signature of Responsible Party

8-4-21  
Date

APPROVED BY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTE: FORMS MAY BE REJECTED IF OT FILLED OUT COMPLETELY!!

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

## CONVENTION AND TOURISM

DATE	EVENT	FUND USE	AMT	PREV. AMT	COMMENTS
8/11/2021	Boss Nationals	Sponsor for the Event	\$250.00	\$ 250.00	Event is August 26, 27 and 28
8/11/2021	Gravel Dash MainStreet/Chamber Event	Sponsor for the Event	\$250.00	\$ 250.00	Event is September 10 and 11
8/6/2021	Speakers Bureau Event	Pay the Speaker Leo Oliva-	\$300.00	\$ -	Toby Carrig has received a grant from Humanities
		Railroaded: The Industry That Shaped Kansas			Kansas to reimburse the City for the speaker's fees so the speaker will be free.
8/6/2021	Speakers Bureau Event	Pay the Speaker Ron Wilson	\$300.00	\$ -	Toby Carrig has received a grant from Humanities
		Ruralpreneurs: Tumbleweeds and Talents in Kansas Communities			Kansas to reimburse the City for the speaker's fees so the speaker will be free.

\$1,100.00

**AUGUST 23, 2021 -----ORDINANCE NO. 3754**

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:		
FUND		
100	GENERAL	\$ 83,049.31
200	WATER REVENUE	106,529.58
300	SEWAGE REVENUE	42,847.13
410	BOND & INTEREST #1A	24,689.78
411	SPECIAL IMPROVEMENT	5,800.00
504	ECONOMIC DEVELOPMENT	2,414.75
512	LIBRARY REVOLVING	9,231.98
600	SWIMMING POOL SALES TAX	229,758.60
707	KOESTER BLOCK MAINTENANCE	774.22
711	EMPLOYEE BENEFIT	31,251.45
715	TRANSIENT GUEST TAX	644.35
800	SALES TAX IMPROVEMENTS	32,728.22
875	WATER UTILITY RESERVE	<u>95,492.50</u>
	TOTAL ORDINANCE	\$ 665,211.87

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
ACKERMAN LOCK & KEY	523	CLEAN/REPAIR/REPIN LOCKS-LV & NEW DEADBOLT/REKEY-DARGATZ	0	00/00/0000	323.26
				Vendor Total:	323.26
ACME PLUMBING	2268	CLEARED FLOOR DRAINS IN CITY HALL BATHROOMS	0	00/00/0000	120.00
				Vendor Total:	120.00
ADVANCE INSURANCE COMPANY	997	LIFE INSURANCE PREMIUM-SEPT.	0	00/00/0000	303.44
				Vendor Total:	303.44
AFLAC-REMITTANCE PROCESS SE	528	INSURANCE PREMIUM-AUGUST	0	00/00/0000	1,219.71
				Vendor Total:	1,219.71
AGLAND ELECTRIC MOTOR SERVI	858	REPAHSED&RPR IMPELLER-PS#4 & ABS RPR KIT/RPR IMPELLER-PS#1	0	00/00/0000	9,367.97
				Vendor Total:	9,367.97
AT & T INTERNET	2452	INTERNET SERVICE AT POOL	47084	08/11/2021	64.20 H
				Vendor Total:	64.20
B & W ELECTRIC INC	481	GRAVE OPENINGS JULY-J. MULLEN- BRUCH & L. ALLERHEILIGEN	0	00/00/0000	550.00
				Vendor Total:	550.00
BARCO MUNICIPAL PRODUCTS	0432	BLACK EAGLE DIAMOND BLADE 14" FOR HOT SAW (2)	0	00/00/0000	344.12
				Vendor Total:	344.12
BG CONSULTANTS, INC.	0823	FIRE STATION CONST ADMIN PJT 201172M PAYMENT #16	0	00/00/0000	5,800.00
				Vendor Total:	5,800.00
BLITT & GAINES, PC	2787	WITHOLDING ORDER 2019LM000176 KENT BARGMAN	0	00/00/0000	576.74
				Vendor Total:	576.74
BLUE CROSS BLUE SHIELD INSUR	0091	HEALTH INSURANCE PREMIUM-SEPT + Dental	0	00/00/0000	34,153.12
				Vendor Total:	34,153.12
BOND & INTEREST ACCOUNT #1	0066	TRANSFER WATER TOWER PJT	0	00/00/0000	13,250.00
				Vendor Total:	13,250.00
BOND & INTEREST ACCOUNT #1A	332	TRANSFER LAGOONS	0	00/00/0000	4,115.00
				Vendor Total:	4,115.00
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	1,000.00
				Vendor Total:	1,000.00
CARROLL CONSTRUCTION SUPPL	2798	POLY FORMS,SLIDE STAKES,&TWIST STAKE POCKETS-CONCRETE FORMS	47092	08/18/2021	1,765.00 H
				Vendor Total:	1,765.00
CES GROUP P.A.	0172	ENGINEER REVISED PJT PHASING JENKINS ST WATER LINE 17TH-20T + Bidding services 11th Rd	0	00/00/0000	3,872.50
				Vendor Total:	3,872.50
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #626	47085	08/11/2021	57,754.28 H
				Vendor Total:	57,754.28
COMMERCE BANK-COMMERCIAL (	2055	CAMERAS,MONITORS,DR SHAFT/FILTERS/SPRINGS,TRAINING,ETC	47089	08/12/2021	3,926.38 H
				Vendor Total:	3,926.38
CONVENTION & TOURISM	0680	GRANT FROM HUMANITIES KS FOR SPEAKER LIZ KOWALCHUK 8/8/21	47088	08/12/2021	300.00 H
				Vendor Total:	300.00
CRAFCO, INC	2686	STREET MARKING PAINT & BEADS	0	00/00/0000	3,702.62
				Vendor Total:	3,702.62



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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
CROME LUMBER INC.	2235	WINDOW,BROOM,BIT DRIVER,BIT, LUMBER,SCREWS,&SILICONE	0	00/00/0000	<b>359.19</b>
				Vendor Total:	<u>359.19</u>
DARRIN'S AUTO REPAIR	2439	REPLACE POWER STEERING PIPE & FLUID #2568	0	00/00/0000	<b>133.33</b>
				Vendor Total:	<u>133.33</u>
DAVE'S BODY SHOP	4012	4 NEW TIRES #1001,NEW BATTERY/ FILTERS/OIL CHANGE #1003, ETC	0	00/00/0000	<b>2,172.88</b>
				Vendor Total:	<u>2,172.88</u>
DEATH INVESTIGATION TRAINING	2799	TRAINING-DEATH SCENE&INFANT/ CHILD DEATH-ESCALANTE	0	00/00/0000	<b>292.00</b>
				Vendor Total:	<u>292.00</u>
DEEP CREEK CONSTRUCTION, LL	2598	WATER LINE PJT-JENKINS/LARAMIE PAYMENT #3	0	00/00/0000	<b>159,575.00</b>
				Vendor Total:	<u>159,575.00</u>
ECHO GROUP, INC	1629	SOLDERING IRON KIT	0	00/00/0000	<b>144.12</b>
				Vendor Total:	<u>144.12</u>
ECONOMIC DEVELOPMENT REIME	2713	REIMBURSE DEMOLITION 210 JENKINS-JOSH BLUMER GARAGE	0	00/00/0000	<b>2,414.75</b>
				Vendor Total:	<u>2,414.75</u>
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	<b>17,638.09</b>
				Vendor Total:	<u>17,638.09</u>
EHNEN'S AUTOMOTIVE	2082	DOOR HANDLE,TRL LIGHT,THREAD LOCK,ANTIFREEZE,FILTERS,ETC	0	00/00/0000	<b>111.38</b>
				Vendor Total:	<u>111.38</u>
EVANGELICAL U.C.C.	1619	RECYCLING OPERATIONS AUGUST	0	00/00/0000	<b>150.00</b>
				Vendor Total:	<u>150.00</u>
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	<b>3,000.00</b>
				Vendor Total:	<u>3,000.00</u>
FOLEY EQUIPMENT	2171	RPR BLOCK HEATER-GENERATOR AT MAIN LIFT STATION	0	00/00/0000	<b>545.47</b>
				Vendor Total:	<u>545.47</u>
GALLS, AN ARAMARK COMPANY	0266	SEARGANT CHEVRONS 4 PAIR	0	00/00/0000	<b>25.95</b>
				Vendor Total:	<u>25.95</u>
GENERAL FUND	1986	TRANSFERS PER BUDGET	0	00/00/0000	<b>37,496.00</b>
				Vendor Total:	<u>37,496.00</u>
HARD ROCK QUARRIES, LLC	2680	26.18 TON 3/4" CRUSHED ROCK	0	00/00/0000	<b>451.61</b>
				Vendor Total:	<u>451.61</u>
HAWKINS, INC	1493	DPD 1B FREE CHLORINE-POOL	0	00/00/0000	<b>35.10</b>
				Vendor Total:	<u>35.10</u>
HONEYMAN AUTO SALES & SERVI	2694	RPR AIR CONDITIONER #1004	0	00/00/0000	<b>164.80</b>
				Vendor Total:	<u>164.80</u>
JULIE HORMANN	0440	SEW PATCHES ON SHIRTS & HEM PANTS-TODD, BRYANT, & JIM	0	00/00/0000	<b>100.00</b>
				Vendor Total:	<u>100.00</u>
INSITUFORM TECHNOLOGIES US/	2458	2021 CIPP PROJECT-FINAL PYMNT	0	00/00/0000	<b>8,704.26</b>
				Vendor Total:	<u>8,704.26</u>
JEREMY HENDERSON	2749	JANITORIAL SERVICE CITY HALL JULY X5	0	00/00/0000	<b>375.00</b>
				Vendor Total:	<u>375.00</u>
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS + <i>Optional Group</i> <i>Life Insurance</i>	0	00/00/0000	<b>9,504.66</b>
				Vendor Total:	<u>9,504.66</u>

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
KA-COM, INC.	2030	RPL CONNECTORS,WATCHGUARD UPDATED & ADPT DESK CHARGER	0	00/00/0000	346.00
				Vendor Total:	346.00
KANSAS DEPT OF HEALTH & ENVI	689	BREEDING HEIGHTS LOAN PAYMENT PJT C20 1632-01	0	00/00/0000	24,689.78
KANSAS DEPT OF HEALTH & ENVI	689	WATER OPERATOR LICENSE RENEWAL KENT BARGMAN CERT #11631	47087	08/12/2021	20.00 H
				Vendor Total:	24,709.78
KANSAS ONE-CALL SYSTEM, INC	838	LOCATES JULY (91)	0	00/00/0000	109.20
				Vendor Total:	109.20
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER MS20DM000070	0	00/00/0000	761.54
				Vendor Total:	761.54
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE JULY + Pool	0	00/00/0000	1,668.39
				Vendor Total:	1,668.39
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	3,070.75
				Vendor Total:	3,070.75
KRAMER OIL CO., INC	0035	GASOLINE, DIESEL, & PROPANE	47090	08/12/2021	6,930.29 H
				Vendor Total:	6,930.29
LANDOLL COMPANY LLC	0093	METAL FOR DARGATZ PARK-DRAG FOR BALL FIELD	0	00/00/0000	5.28
				Vendor Total:	5.28
MAR KAN SALES CO.	0121	POOL CONCESSIONS-CHIPS,POPCORN PRETZELS,CANDY,PPR GOODS,ETC	0	00/00/0000	1,697.29
				Vendor Total:	1,697.29
MARSHALL COUNTY DEVELOPMEI	0958	REIMBURSE TRAVEL GUIDE ADS(3) BLK SQRL,BRRT,&CAMPING IN PARK	0	00/00/0000	240.00
				Vendor Total:	240.00
MARYSVILLE ADVOCATE	0017	ORD 199&1902,BUDGET HRNG,QTRLY REP,ADS-MUSEUM,DUMP,FIREWORKS, etc	0	00/00/0000	506.01
				Vendor Total:	506.01
MARYSVILLE HEALTH & FITNESS	1738	EMPLOYEE MEMBERSHIPS	0	00/00/0000	175.00
				Vendor Total:	175.00
MARYSVILLE POSTMASTER	0340	BULK POSTAGE-1445 NEWSLETTERS	47086	08/11/2021	664.70 H
				Vendor Total:	664.70
MIKE'S O.K. TIRES	2079	TIRE REPAIR #4004 ST SWEEPER	0	00/00/0000	65.00
				Vendor Total:	65.00
MUNICIPAL SUPPLY, INC	579	HYDRANT EXT,PIT,LID,CLAMPS,& PIPE	0	00/00/0000	2,906.28
				Vendor Total:	2,906.28
NEBRASKA CHILD SUPPORT PAYM	1399	WITHOLDING ORDER AR2EQ4LJX2CMK	0	00/00/0000	227.08
				Vendor Total:	227.08
NEMAHA MARSHALL R E C	1044	ELECTRICITY-ST LIGHTS,WELLS,& LIFT STATIONS + Billboard	47093	08/18/2021	2,200.09 H
				Vendor Total:	2,200.09
NETWORK COMPUTER SOLUTION	2223	ANTI-VIRUS 26 COMPUTERS,CLOUD BACK UP MONTHLY FEE	0	00/00/0000	169.08
				Vendor Total:	169.08
NETWORKS PLUS	2736	MONTHLY REMOTE MONITORING & MANAGEMENT&MANAGE FIREWALL	0	00/00/0000	495.50
				Vendor Total:	495.50

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

ORD #3754 8/23/21

Date: 08/19/2021

Time: 10:57 am

Page: 4

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
NORDHUS MOTOR CO., INC	0120	CHECK AIR CONDITIONER #5561	0	00/00/0000	87.00
				Vendor Total:	<u>87.00</u>
OEHM PLUMBING & HEATING	1616	RPR TOILET-POLICE DEPT-FILL VALVE,VALVE KIT,&FLAPPER	0	00/00/0000	140.73
				Vendor Total:	<u>140.73</u>
OPTIV SECURITY INC	2531	(1) 3 YEAR KEY FOB FOR KBI SYSTEM-ESCALANTE	0	00/00/0000	50.84
				Vendor Total:	<u>50.84</u>
OR-AL QUARRIES, INC.	1678	1.5" MIX ROCK 14.18 TONS-STOCK	0	00/00/0000	115.57
				Vendor Total:	<u>115.57</u>
PEPSI-COLA BOTTLING CO.	0478	POOL CONCESSIONS-WATER,POP, TEA,ETC	0	00/00/0000	2,102.50
				Vendor Total:	<u>2,102.50</u>
PONY EXPRESS VETERINARY CLII	452	EUTHANIZE/BOARD CATS/DOGS	0	00/00/0000	171.00
				Vendor Total:	<u>171.00</u>
SALES TAX FUND	2775	SWIM POOL LOAN-REPAY CITY FUNDS	0	00/00/0000	210,000.00
				Vendor Total:	<u>210,000.00</u>
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	8,333.00
				Vendor Total:	<u>8,333.00</u>
SIMPLOT GROWER SOLUTIONS	2770	CHEMICALS-PLOTTER,NAVIGATOR HC &ENVY SIX MAX-LAGOONS & PARKS	0	00/00/0000	199.85
				Vendor Total:	<u>199.85</u>
STALLBAUMER LUMBER & HARDW	2800	96 USED RAILROAD TIES FOR FIRING RANGE-DELIVERED	0	00/00/0000	1,757.44
				Vendor Total:	<u>1,757.44</u>
SWIMMING POOL REIMBURSEMENT	2494	REIMBURSE-LIFEGUARD CERT CLASS NOAH ACKERMAN	0	00/00/0000	150.00
				Vendor Total:	<u>150.00</u>
TEMPS DISPOSAL SERVICE INC	0012	TRASH SERVICE-JULY	0	00/00/0000	492.50
				Vendor Total:	<u>492.50</u>
TMHC SERVICES, INC.	1907	ALCOHOL/DRUG TESTING,ADMIN FEE	0	00/00/0000	241.25
				Vendor Total:	<u>241.25</u>
TRUCK ACCESSORIES-N-COVERS	2797	ROLL-N-LOCK TONNEAU COVER #1005	47091	08/12/2021	1,350.00 H
				Vendor Total:	<u>1,350.00</u>
UNIVERSITY OF KANSAS	0140	RIFLE ARMORER COURSE-AR15/M4/ M16-AUSTIN WATTS 10/4/21	0	00/00/0000	90.00
				Vendor Total:	<u>90.00</u>
VANTAGEPOINT TRANSFER AGEN	921	ICMA RETIREMENT CONTRIBUTION	0	00/00/0000	200.00
				Vendor Total:	<u>200.00</u>
MEGHAN K VORACEK	2720	COURT-LEGAL SERVICES 6/26-8/4	0	00/00/0000	1,881.00
				Vendor Total:	<u>1,881.00</u>
WATER UTILITY RESERVE FUND	1989	TRANSFER PER BUDGET	0	00/00/0000	5,000.00
				Vendor Total:	<u>5,000.00</u>
				Grand Total:	<u>665,211.87</u>
				Less Credit Memos:	<u>0.00</u>
				Net Total:	<u>665,211.87</u>
				Less Hand Check Total:	<u>74,974.94</u>
				Outstanding Invoice Total :	<u>590,236.93</u>
	Total Invoices:	88			

## CDBG Application Public Hearing Documents

Marysville: Public Hearing: Aug. 23<sup>rd</sup>, 2021 (7pm) : Published Aug 12, 2021 : Marysville Advocate

Signed and dated by Mayor and Clerk or City Administrator

1. **Statement of Assurances and Certifications:** Signed and dated by Mayor; This document states that the City follows all the usual state regulations tied to the grant (Civil Rights Acts; labor standards; fair housing; conflict of interest). Note: this also prohibits the use of any facility built or rehabilitated with CDBG funds to be used for the conduct of OFFICIAL City business. Mayor signs, Clerk/Administrator attests acknowledging that City Council is aware of the grant application and all the details involved in the application.
2. **Disclosure Report:** Signed and dated by the Mayor; Overview of details on the project, contracts and cost breakdown of those contracts; This is updated with more details if you are awarded the grant.
3. **Residential Anti-displacement and Relocation Assistance Plan:** This is irrelevant to your project because we are not demolishing any houses. Still needs to be signed and date by the Mayor.

Needs a motion and council approval:

4. **Resolution 2021-18 (Legal Authority to Apply):** Needs a motion and Council Approval; Certifies that the City is legally able and willing to apply for the CDBG grant and is dedicating the \$1,727,000 in local loan or cash towards the project IF grant is awarded; Signed and dated by Mayor, attested by Clerk/Administrator and Sealed.
5. **Resolution 2021-19 (O&M Budget):** Needs a motion and Council Approval; Assures the City has the budget out of the water/sewer and general fund for annual operations and maintenance of the proposed project totaling \$155,000 (this number is based on last year's O & M costs/ the Engineers advice); Signed and dated by Mayor, attested by Clerk/Administrator and Sealed.
6. **Determination of Level of Review:** Explains the early determination of the environmental review which for this project will require an Environmental Assessment. We will send out an environmental review for new construction – responses will be received and any comments or concerns addressed will be addressed at that time. Mayor prints and signs his name and dates.
7. **NCRPC Application and Administration Contract** contingent on receiving grant funds: Needs a motion and Council Approval; We follow the CDBG guidelines for administration. \$20,000 will be covered by the grant funds. \$3,000 for the required environmental and early administration will be paid by bond, loan, or city cash. Signed by Mayor, attested by Clerk/Administrator.
8. **KDHE Application and Environmental Contract:** Needs a motion and Council Approval \$1,000 to cover expenses associated with the KDHE loan application and KDHE Environmental (please note that if CDBG is awarded and a CDBG Environmental is performed, only the \$500 application fee is needed). An additional \$50 per hour (up to \$500 max) is to be charged if help is requested/needed with an archeological cultural survey. Signed by Mayor, attested by Clerk/Administrator.
9. **KDHE Administration Contract:** Needs a motion and Council Approval \$4,500 to cover loan administration and associated meetings. Signed by Mayor, attested by Clerk/Administrator.

## **STATEMENT OF ASSURANCES AND CERTIFICATIONS**

The applicant hereby assures and certifies with respect to the grant that:

- (1) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
- (4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
- (5) Its chief executive officer or other officer of the grantee approved by Commerce:
  - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
  - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
- (6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1;
- (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
- (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;
- (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
- (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
- (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
- (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;
- (j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
- (k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.
- (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

- (n) The regulations, policies, guidelines and requirements of OMB Circular Nos. A-87, A-110 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
  - (o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
- (7) The conflict-of-interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
  - (8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;
  - (9) It will comply with the provisions of 24-CFR-200.
  - (10) It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;
  - (11) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
  - (12) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
  - (13) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.





# Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

**Instructions.** (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

## Applicant/Recipient Information

Indicate whether this is an Initial Report  or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code): City of Marysville 209 N 8th St, Marysville, KS 66508-1637 785-562-5331	2. Social Security Number or Employer ID Number: 48-6022693
3. HUD Program Name Small Cities Community Development Block Grant, Community Facilities	4. Amount of HUD Assistance Requested/Received \$600,000.00
5. State the name and location (street address, City and State) of the project or activity: The project is located in the City of Marysville, within Marshall County. (see below for details)	

## Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No.
--	---

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

## Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
City of Marysville, 209 N 8th St, KS 66508	KDHE Loan/Temp.F	\$2,327,000	see below

(Note: Use Additional pages if necessary.)

## Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
BG Consultants	48-0835341	Design and Engineering	\$188,000 --- 8.1%
BG Consultants	48-0835341	Constr. Admin/Inspect.	\$66,850 --- 5.6%
North Central Regional Planning Commission	48-0808208	Proj. Adm/Env. Assess.	\$23,000 --- 0.9%

(Note: Use Additional pages if necessary.)

## Certification

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:  X	Date: (mm/dd/yyyy)  08/23/2021
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5. continued: The new primary lagoon cell will be constructed adjacent to the current lagoon cells at 1243 8th Rd; new wetland development between the Big Blue River & existing railroad in the southwest portion of the City along W. River Rd.

Expected Use of Funds continued: KDHE Loan/Temporary Financing: Additional construction costs, engineering design and construction administration/inspection, geotechnical, legal/financing, and the environmental assessment.

**(Minimum required by all applicants for funding – must be submitted with application)**

**Residential Anti-displacement and Relocation Assistance Plan  
under Section 104(d) of the  
Housing and Community Development Act of 1974, as Amended**

The jurisdiction will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The jurisdiction will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds (should contain proposed demolitions):

*No housing demolition is planned for this particular project.*

As chief official of the jurisdiction, I hereby certify that the above plan was officially adopted by the jurisdiction of the City of Marysville on the 23<sup>rd</sup> day of August, 2021.

Date: 08/23/2021

Signature – Chief Elected Official: \_\_\_\_\_

**DETERMINATION OF LEVEL OF REVIEW**

ENVIRONMENTAL REVIEW RECORD (ERR)

Grantee Name & Project Number: City of Marysville - Project Number Unknown

Project Location: The project is located in the City of Marysville, within Marshall County. The screening improvements will occur at the main lift station at 301 Walnut St. The additional primary lagoon cell will be constructed adjacent to the current lagoon cells at 1243 8th Rd. The new wetland development is proposed between the Big Blue River and the existing railroad in the southwest portion of the City along West River Rd. A new wetland list station is proposed next to West River Rd. in line with the new lagoon cell and the new wetland

Project Description: The City of Marysville proposes to build a new primary lagoon cell with additional wetland development. The primary lagoon proposes approx. 12 acres of lagoon cell construction, piping, 6,000 SY side slope concreting, and lagoon liner testing. Wetland development proposes approx. 49,000 CY of berm fill, 81,000 CY of sand fill, 25,600 CY of liner fill and 14 acres of wetland development. Mobilization, clearing and grubbing, seeding, restoration, and erosion control are proposed for each improvement. Additional activities include design & engineering, construction administration/inspection, grant administration, environmental review and other professional services or surveys as required, for the successful completion of the project. The estimated total project cost is \$2,327,000.00 with a CDBG grant request for \$600,000.00 of the project cost. Additional funds needed will come from local cash and/or KDHE loan.

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

- Exempt from NEPA review requirements per 24 CFR 58.34(a)(\_\_\_\_)
- Categorical Exclusion NOT Subject to §58.5 authorities per 24 CFR 58.35(b)(\_\_\_\_)
- Categorical Exclusion SUBJECT to §58.5 authorities per 24 CFR 58.35(a)(\_\_\_\_)
- An Environmental Assessment (EA) is required to be performed.
- An Environmental Impact Statement (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

Jason Barnes, City of Marysville Mayor  
Chief Elected Official (print name/title)

\_\_\_\_\_  
Chief Elected Official's Signature

08/23/2021  
Date

