

**AGENDA  
REGULAR MEETING  
October 28, 2019  
7:00 p.m.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**1. APPROVAL OF MINUTES**-Regular Meeting: October 14, 2019 Pages 02-09

**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 Thursday preceding a scheduled council meeting (council meetings are scheduled for the second and fourth Monday of every month). Prior to making comments, please state the following: First & Last Name, Your Address and Ward.

**3. BUSINESS AND DISCUSSION ITEMS**

- 1. Chief Ackerman-Keating Drive Pages 10-18
- 2. App. Economic Devel. 404 S 7<sup>th</sup> -- Spurgeon – Dave Richardson Pages 19-22
- 3. BVPS Complete Solutions – Software Storm Sirens Pages 23-25
- 4. Ord. No. 1885 Tree Height Pages 26
- 5. Ord. No. 1886 Trees and Shrubs Pages 27-30
- 6. 1139 Sewer Service -- CA Olsen Memo

**4. NOTICES AND HEARINGS**

**5. CONSENT AGENDA**

- 1. James & Gordon & Assoc CPA, PA Pages 31-39
- 2. Convention & Tourism Pages 40

**6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3709** Pages 41-44

**7. STAFF REPORTS**

- 1. City Administrator

**8. STANDING COMMITTEE REPORTS**

- a. Street
  - 1) Sam Kracht -- Retired
- b. Water & Wastewater Treatment
- c. Parks & Recreation
- d. Cemetery & Airport
- e. Police & Fire
  - 1) David Ohlde - - Resignation Pages 45-46
- f. Administration & Finance

**9. APPOINTMENTS**

**10. CITY ATTORNEY/EXECUTIVE SESSION**

**11. ROUNDTABLE DISCUSSION**

**ADJOURNMENT**

Regular Meeting  
City Hall, Marysville, Kansas-October 14, 2019

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 Grund in the chair. City Attorney Olsen, 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: Boss, Graham, Hughes, Frye, Schroller, Throm and Barnes. A quorum was present.

The minutes from the September 23rd regular meeting were presented for approval. CM Throm moved, CM Barnes seconded to approve the minutes as amended. Motion carried by 7-0 voice vote.

CM Pippia entered the council chamber at 7:05 p.m.

**PUBLIC COMMENTS:**

- 1. KAREN HUGHES TREE ORDINANCES.** Karen Hughes, 969 Jayhawk Road, Ward 2 expressed concerns with the tree height Ordinances 1885 and 1886 in the agenda packet. Karen said Ordinance 1885 which would change code 12-709 (c) would effect hundreds of trees or bushes in the city if it was enforced. The code reads “Any tree or bush located within 35 feet of any intersection or street in the city is declared to be hazardous unless the lowest branch of a tree is trimmed at least 16 feet and the maximum height of a bush does not exceed 30 inches above the top of the curb nearest the tree or bush, unless a member of the board of health determines a lower height is necessary to preclude a traffic or safety hazard.” Karen asked the council to reword or rethink this ordinance before passing it. CA St. John said the changes to the ordinances only effected the height of the tree limbs which would be changed from 12 feet to 16 feet, the remainder of the ordinances have not been changed. CM Frye asked about code 13-406 which reads “The city shall have the right to prune any tree or shrub when it interferes with the proper spread of light along the street from a street light, or interferes with visibility of any traffic control device or sign.” CM Frye commented he thought the ordinance was vague.

**BUSINESS AND DISCUSSION ITEMS:**

- 1. ADVISORY AGREEMENT WITH RICK ENSZ.** Rick Ensz addressed the governing body requesting the city sign a Municipal Advisory Agreement with Cooper Malone McClain, Inc., his employer. The agreement is identical to the previous agreement the city had with Cooper Malone McClain, Inc. which expired in June. The new agreement would expire October 14, 2022. Mayor Grund said she and CM Boss spoke with Raymond James’ representative, who is also a financial advisor and he told them his company does not require a long-term agreement. Rick said by state statue companies are required to have a signed Municipal Advisor Engagement Letter to issue the bonds and his company has their clients sign an advisory agreement also. Rick felt a company would give better advise if they have a long-term advisory agreement. Mayor Grund said she was quoted a 1.5% interest rate by Raymond James and Cooper Malone McClain’s interest rate is shown at 3.5%. Rick said if the underwriting method was used at the present time, that could be true. His company was “guessing” the future until the exact time of the issuance, and they wanted to make sure it was high enough. Rick said his company had used the competitive bid method. Mayor Grund asked which method was less expensive. Rick replied in the studies that have been done it could be either one. Rick and the governing body discussed the debt service

methods and costs. CM Barnes pointed out Section 3 Terms of this Engagement of the Municipal Advisory Agreement states the client can terminate this agreement with a 30-day written notice. CM Frye moved to accept the Municipal Advisory Agreement with Cooper Malone McClain, Inc., CM Throm seconded. Motion passed 6-0 with CM Pippia and CM Schroller voting no.

2. **ORDINANCES 1885 AND 1886 AMENDED TREE HEIGHT.** Consensus of council was to send both ordinances to the Tree Board for review.
3. **LANDOLL'S PROPOSED SURVEILLANCE/SAFETY LIGHTING.** Landoll Corporation proposed installing lighting on the lot located at North 20<sup>th</sup> Street and Airport Road next to the City Cemetery. Landoll Corporation rents this lot from the city. Landoll Corporation would be responsible for the installation and the cost of electricity. CM Frye questioned if the wires would be overhead or underground, where poles would be placed, where the electricity would come from and what kind of lighting would be used and when the lease terminates if Landoll's would remove the lights. CA St. John will bring more information to the next council meeting.

The order of business was suspended at 7:42 p.m. to conduct the Public Hearing on the Fire Station and CDB grant to resume at the conclusion of the hearing.

**NOTICES AND HEARINGS.** Mayor Grund asked if there were any comments about the proposed Fire Station on North 20<sup>th</sup> Street or the financing of the Station. No comments were made, and the hearing was concluded at 7:43 p.m.

**BUSINESS AND DISCUSSION ITEMS RESUMED:**

4. **BG CONSULTANTS REPRESENTATIVE CLINT HIBBS.** Clint presented the Preliminary Architecture Report to the governing body. This PAR report will be included in the CDB grant application. Clint said the report included safety, training, ADA and NFPA improvements which should be updated in our present facilities if a new facility is not built. Three options were presented: 1. Do nothing. 2. Build a satellite facility at the new location and renovate the current facilities at a cost of about \$1.9 million. 3. Build a new central fire station for \$1.5 million. CM Hughes asked if CA St. John had gathered the costs for neighboring town's new fire houses. CA St. John said he had only spoken with the City of Hanover. Hanover's fire house includes city office space and is 6,000 square feet. It was built for \$90 per square foot. Hanover has 5 bays and did not receive a CDB grant. CM Throm moved to proceed with the fire station application, CM Pippia seconded. Motion carried unanimously.
5. **RESOLUTION 2019-07 APPLICATION TO SUBMIT CDB GRANT AND RESOLUTION 2019-08 ASSURANCE OF FUNDING TO MAINTAIN THE FIRE STATION.** Emily Benedick from North Central Regional Planning Commission, who is assisting the City in the application process for the CDB grant for the Fire Station, presented the resolutions necessary to apply for the CDB grant and the Kansas Department of Commerce. CM Hughes pointed out a typo in the Determination of Level of Review and a double negative which makes the document confusing. Emily said the document would be updated before the city signs the paperwork.

Emily also went through all the forms which will need to be signed and enclosed with the CDB grant. Emily also presented the Administration Agreement with NCRPC to allow Emily to be the administrator of the grant, which will only take effect if the City receives a 2020 CDB grant. CM Throm moved to approve Resolution 2019-07 CDB Grant Application, CM Barnes seconded. Motion passed unanimously. CM Throm moved to approve Resolution 2019-08 Assuring the Kansas Department of Commerce the City Will Provide for Operation and Maintenance of the New Fire Station, CM Frye seconded. Motion carried unanimously. CM Throm moved to approve signing the Statement of Assurances and Certifications, CM Frye seconded. Motion carried unanimously. CM Throm moved to approve signing the Residential Anti-displacement and Relocation Assistance Plan, CM Barnes seconded. Motion carried unanimously. CM Throm moved to approve signing the Determination of Level of Review, CM Frye seconded. Motion carried unanimously. CM Throm moved to approve the CDBG Administration Agreement, CM Frye seconded. Motion carried unanimously. CM Throm moved to approve signing the Applicant Recipient Disclosure Update Report, CM Barnes seconded. Motion carried unanimously. Emily mentioned the bond counsel costs are included in the estimated construction costs in the grant application as part of the city's share of the match for the grant.

- 6. ORDINANCE 1887 AUTHORIZING THE CITY TO ISSUE GENERAL OBLIGATION BONDS.** CM Frye moved to approve Ordinance 1887 authorizing the city to issue GO Bonds in the principal amount of \$550,000 to fund the city's share of the Fire Station, CM Throm seconded. Motion carried 8-0.

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

1. City Clerk's Report for September showed \$41,487.65 collected in receipts with a like amount being deposited with the City Treasurer.
2. Cash balances in funds as of September 30, 2019 were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through September 2019 showed unadjusted accumulated revenues in the General Fund of \$2,284,924 or 92% of budget; Water Revenue Fund, \$657,988 or 73% of budget, Sewer Revenue Fund, \$589,857 or 76% of budget. Unadjusted statement of expenditures in the General Fund totaled \$1,826,367 or 64% of budget, Water Revenue Fund, \$612,343 or 43% of budget, and Sewer Revenue Fund, \$686,175 or 61% of budget.
3. Municipal Judge's Report for September showed \$4,351 being deposited with the City Treasurer and \$626 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.
4. Convention and Tourism request for Director Michelle Whitesell to attend the Rural Power Up Event at the Sampler Foundation in Inman, Kansas. The only cost will be mileage.
5. Maysville Chamber of Commerce requests the city serve free coffee and donuts at the annual Black Squirrel Night October 24. The Chamber also asks the City block off Broadway from 7<sup>th</sup>

Street to 10<sup>th</sup> Street with the use of the sound system for the costume contest. The Chamber would like the restrooms at the Main Street Office be open from 5:00 p.m. to 8:00 p.m.

#### **APPROPRIATIONS ORDINANCE NO. 3708**

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$154,122.42; Water Revenue Fund, \$32,898.73; Sewage Revenue Fund, \$29,959.53; Street & Highway Fund, \$40,030.25; Economic Development Fund, \$1,000.00; Library Revolving, \$10,636.61; Swim Pool Sales Tax \$3,940.18; Koester Block Maintenance, \$1,899.93; Employee Benefit Fund, \$15,167.42; Transient Guest Tax, \$618.66; Sales Tax Improvements, \$15,061.77; Water Utility Reserve, \$31,210.00; making a total of \$336,545.50.
2. An appropriations ordinance was introduced and considered to honor claims against the funds of the City as audited by the Finance Committee. CM Schroller questioned several vouchers. CM Throm moved, CM Barnes seconded to approve the appropriations ordinance totaling \$336,545.50. Motion to approve the appropriations ordinance carried by 8-0 roll call vote. City Clerk Holle assigned Ordinance No. 3708.

#### **STAFF REPORTS:**

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

1. **EXTENDING THE SEWER MAIN ON KEYSTONE ROAD.** CA St. John reported Dexter Spitsnogle, who is building a home at 1139 Keystone Road is asking the City to pay to bring the sewer to within 100 feet of his property. Dexter had sited some statutes in an email to CA St. John. CA St. John forwarded the email conversation to City Attorney Olsen. CM Throm and CM Barnes did not think it would be possible to extend the sewer main without undergoing a large project. CM Boss asked CA Olsen if the City was responsible for paying to bring the sewer within 100 feet. CA Olsen said he would not advise the City to pay until he had done more research. Consensus of council was to wait for the information from CA Olsen before making a decision. CM Frye left the council chamber at 8:38 p.m. and returned at 8:41 p.m.
2. **CES WATERLINE ENGINEERING.** CA St. John presented a bid from CES to design a water project on Laramie from 17<sup>th</sup> Street to 20<sup>th</sup> Street and May from 16<sup>th</sup> Street to 17<sup>th</sup> Street. This is 8 blocks. Mayor Grund asked if the City should replace all the water meters in 2020 instead of over 4 years to gain the efficiency and cut water loss sooner. The cost for the meters is approximately \$240,000 which is less than the total water project planned. Mayor Grund asked which project CA St. John would prefer the City complete first. CA St. John said the City would need to use a contractor to install all the meters in 1 year. CM Barnes questioned if the City would want to replace all the meters at once in 20 years when they wear out. CA St. John said the City could start a rotation changing them out in 15 years over a 5-year timeframe. Mayor Grund suggested the City could complete the Jenkins Street water project which includes valves near the hospital and the water meter project. CA St. John will discuss the options with staff and bring his recommendation back to council at the next meeting.

3. **ART CENTER WINDOWS.** CA St. John presented 3 bids for windows for the Lee Dam Art Center. Two bids are for vinyl windows and one bid is for aluminum clad windows with a wood interior. CM Frye asked if the windows were to be replaced for efficiency. CA St. John said yes, and the current windows are the originals, so they are old. CM Frye said the contractors he has worked for thought a refurbished window was as good as a new window and refurbishing could be cheaper. CM Frye also said most vinyl windows need to be replaced in 20 years and wood windows would last longer. CA St. John will get bids for wood clad windows from the local dealers and bring the information back to council.
4. **ADA RAMP PROJECT.** CA St. John presented 3 bids for the ADA ramp project. Inline Construction was the low bidder using the 10% local bid differential. Inline Construction's bid also included seeding the grass. This project was budgeted at \$51,000. CM Frye moved to accept the low bid from Inline Construction for \$46,645, CM Barnes seconded. Motion carried unanimously.
5. **KANSAS DEPARTMENT OF AGRICULTURE STREAMBANK STABILIZATION.** A Kansas Department of Agriculture representative contacted the City asking permission to stabilize the streambank on Spring Creek south of the levy. The only cost to the city would be the permit fee of \$560. CM Throm moved to give the state access to our land and to pay the \$560 cost of the permit to stabilize the streambank, CM Barnes seconded. Motion carried unanimously.
6. **BID TO BORE WATER LINES.** CA St. John presented a bid from Street Plumbing Heating & Electric (formerly Deep Creek) to bore 425 linear feet of 1-inch water service line and 270 linear feet of 2-inch water service line. CM Hughes left the council chamber at 9:00 p.m. CM Barnes moved to approve the bid with Street Plumbing Heating & Electric for \$8,880 to be paid from the Water Reserve, CM Pippia seconded. Motion carried 7-0.
7. **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 master project list was also presented.
8. **COST SHARE APPLICATION.** Tony Duever engineer at CES put together the KDOT Cost Share application for 11<sup>th</sup> Road South, Keystone Road and 12<sup>th</sup> Road South as previously discussed by the council. The cost estimate of \$2.6 million included road base work, asphalt and storm water improvements. The 25% match by the City plus the engineering fees would total approximately \$880,000. CA St. John said this would be a fast project with a projected completion date of 2020. There is \$200,000 in the budget in the Sales Tax Fund for this project. CA St. John said the K-State Economic Study had some suggestions for funding for this type of project. Tony sent the application to KDOT as the due date was October 11. Mayor Grund asked

about improving the intersection at 12<sup>th</sup> Road and Highway 36. CA St. John said CES engineer Tony Duever was working on an Access Management project for the intersection.

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

##### **STREET:**

1. **SALT SHED COMPLETED.** CM Throm said salt had been dumped into the new shed. CA St. John said the City had ordered 6 loads of salt.

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

1. **CIPP BIDS.** Mayor Grund said she spoke with the representative from Midlands at the League of Kansas Municipalities conference. He said his company would be doing a large project in Riley County and suggested our City send out bids for the 2020 CIPP project soon to attain the best price.

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

1. **LAKEVIEW COMPLEX AND MS&R TERMINATION.** Mayor Grund reported Schwab & Eaton had not contacted MSR Director Fragel about the storm water at the Lakeview Complex. CA St. John said he had spoken with Schwab & Eaton and they would contact Director Fragel after they had collected the technical information. Mayor Grund said she was sad to read the resignation letter from Marysville Sport & Rec. They will not seek to renew their contract which expires December 31, 2020. CM Graham reported she and CM Barnes had met with MS&R. The shade structure the Marysville Community Foundation and local citizens help fund will be installed after the storm water issues are addressed at Lakeview. CM Graham said the water department was repairing the water leak at Feldhausen Field and MS&R are concerned about snow piles placed in the parking lot at Lakeview during the winter. CM Graham said MS&R suggested there could be grants available for ball field improvements from Major League Baseball and Scotts Fertilizer. Also, there are some grants for facilities from the Kansas Health Association. CA St. John said he would try to research some of these sources.
2. **FOAM USAGE UNDER THE TENNIS COURTS.** CM Boss and Mayor Grund spoke to a representative from a company that would like to talk to the city about using foam under the tennis courts to separate the moisture from the asphalt.

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

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

**ADMINISTRATION & FINANCE:**

**APPOINTMENTS:**

**CITY ATTORNEY:** Mayor Grund asked CA Olsen to write a letter in response to Michael Murphy's request for a public hearing. CA St. John said the Murphy's had received a letter about an issue with their sewer and the issue had been resolved prior to Mr. Murphy's request. CA Olsen said the hearing was moot point at this time if the sewer issue had been resolved, but he would write a letter to Mr. Murphy and tell him he could address the council during public comments.

**ROUND TABLE DISCUSSION:**

- 1. HOME GRANTS.** Mayor Grund said it was great news 17 homes were purchased with the help of the Marysville Home Ownership Pilot grant program.
- 2. PEPC FUNDRAISER.** Pony Express Partnership for Children is asking for volunteers to help conduct a fundraiser Sunday, October 27. Mayor Grund would like to have an activity. Any council member who would like to help her should contact city hall.
- 3. NEWSLETTER.** Mayor Grund asked if anyone had ideas for the Fall Newsletter. CM Boss suggested clean-up week in November. CA St. John said he had several articles including, tree trimming, house numbers, and an update on the CCLIP project on South Highway 77. He will write those articles. CC Holle asked to have the holiday closings included.
- 4. K-STATE ECONOMIC STUDY.** CM Boss reported the city would be included in video conferences with the K-State students about their preliminary results of the Economic Study on Wednesday, October 23 and Thursday, October 24. The K-State students will present their projects November 6 at City Hall.
- 5. CIVICS DAY AT MJHS AND MHS.** CM Boss said she, Mayor Grund, and CM Schroller participated in the first Civics Day at the Marysville High School and Junior High. They spoke on city elections.
- 6. KANSAS LEAGUE OF MUNICIPALITIES CONFERENCE.** Mayor Grund, CM Boss, CM Schroller, CM Pippia and CM Barnes attended the LKM Conference. All council members said it was a great conference with many networking and learning opportunities. CM Pippia said the Lieutenant Governor was very positive about Kansas' future and Rural Prosperity. CM Barnes said the State would be investing more money in the Kansas Department of Commerce and the Main Street Program. All council members noted the importance of accurate reporting to the 2020 Census to insure funding for the City and the State. CM Boss reported the names of all the city employees and volunteer firemen: 35-year employee-David Hammett; 30-year volunteer firemen, Charles Schwindamann, and David Bruna; 25-year volunteer fireman

Charles Oehm; 20-year employee, Todd Ackerman; 20-year volunteer firemen, Jami Rose and Michael Wetter; 10-year volunteer fireman, Kyle Bargman,

7. **CURBSIDE RECYCLING.** CM Frye said single stream recycling has been canceled in Marysville, by the vendor, due to cost and no source to sell the recycling to. Sorted stream recycling is still cost effective. The council discussed ways the City could make recycling available 24 hours a day.

There being no further business, at 9:46 p.m. CM Frye moved to adjourn, CM Pippia seconded. Motion carried unanimously.

Cindy Holle

City Clerk

# Application for Economic Development Fund

Ordinance No. 1867 (December 13, 2018)

Any person or developer desiring to utilize these incentives must submit an application, on this form that is supplied by the City, for review and approval by the Governing Body, prior to the construction of a home or the demolition of the property.

Incentives that are offered in Qualifying Subdivisions, to-wit:

Palmetto, Marysville Proper and Ballard and Morrall Subdivisions.

Any property owner within any other Subdivision Division of the City, may request that the Governing Body find, and determine, that their subdivision is a Qualifying Subdivision.

## Demolition of structures and construction of new house

The City may reimburse up to \$5,000 of demolition costs of a structure within the Qualifying Subdivision and which the Governing Body has found to be blighted, if the owner/developer removes all of the current blighted structure(s) and builds housing that has a minimum appraised value of \$35,000. Reimbursement may be paid by the City upon review by the City Zoning Administrator and completion of the home and tax assessment by the Marshall County Appraiser's office.

## Disposal of Demolition Material

Proof material from the demolition is disposed of at a licensed/certified landfill (example: Marshall County Landfill/Transfer Station). If you have clean limestone block contact city hall.

Name: WILLIAM + TINA SPURGEON Address: 404 S 7th

Phone Number: 785-288-1001

Property Address: 404 S 7th.

Legal Description: BLOCK 69, LOT 5-6

MARYSVILLE PROPER

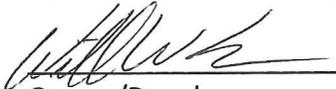
Demolition Cost: \_\_\_\_\_

Building Permit Cost: \_\_\_\_\_

Appraised Value: \_\_\_\_\_

Reimbursement: \_\_\_\_\_

**Approval to Proceed, Signatures**

 10/17/19  
Owner/Developer Date

\_\_\_\_\_  
Mayor Date

David A. Reardon 10-23-19  
Zoning Administrator Date

**Completion Signatures for Reimbursement**

\_\_\_\_\_  
Owner/Developer Date

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

\_\_\_\_\_  
Zoning Administrator Date

Print Page

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

[View Tax Information](#) --- [View Sketch](#) --- [Back to Search Page](#) --- [Home](#)

The Parcel Number for this Property is 058-078-33-0-20-29-004.00-0  
Quick Ref ID: 3664

**Owner Information**

<b>Owner Name</b>	SPURGEON, WILLIAM W. & TINA M.
<b>Address</b>	404 S 7TH ST MARYSVILLE, KS 66508

**Property Situs Address**

<b>Address</b>	404 S 7TH ST, Marysville, KS 66508
----------------	------------------------------------

**Land Based Classification System**

<b>Function</b>	Single family residence (detached)
<b>Activity</b>	Household activities
<b>Ownership</b>	Private-fee simple
<b>Site</b>	Developed site - with buildings

**General Property Information**

<b>Prop Class</b>	Residential - R
<b>Living Units</b>	1
<b>Zoning</b>	R2
<b>Neighborhood</b>	510
<b>Tax Unit Group</b>	400

**Property Factors**

<b>Topography</b>	Level - 1 Rolling - 4
<b>Utilities</b>	All Public - 1
<b>Access</b>	Paved Road - 1
<b>Fronting</b>	Residential Street - 4
<b>Location</b>	Neighborhood or Spot - 6
<b>Parking Type</b>	On Street - 2
<b>Parking Quantity</b>	Adequate - 2
<b>Parking Proximity</b>	Adjacent - 2
<b>Parking Covered</b>	
<b>Parking Uncovered</b>	

**2019 Appraised Value**

Class	Land	Building	Total
Residential - R	3,080	7,560	10,640
<b>Total</b>	<b>3,080</b>	<b>7,560</b>	<b>10,640</b>

**Tract Description**

MARYSVILLE PROPER, BLOCK 69, Lot 5 - 6 Lot Width: 132.0 Lot Depth: 088.0 Deed Book/Page 0488/0597

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.  
[View Tax Information](#) --- [View Sketch](#) --- [Back to Search Page](#) --- [Home](#)

Parcel Search powered by



THOMSON REUTERS











**NEW HOUSE**

*404 S 7th Street.*

*Demo*

CITY OF MARYSVILLE

CITY OF MARYSVILLE

**69**

**"29"**

**From:** darich@bluevalley.net  
**Sent:** Wednesday, October 23, 2019 2:58 PM  
**To:** mvillecityhall@bluevalley.net  
**Subject:** blue valley public safety, storm siren update.  
**Attachments:** Marysville, KS Software 10-19.pdf

The software for the storm sirens have not been updated since 2008, with the new computers the software needs to be updated. This is a quote from Blue Valley Public Safety, we purchased and they service the storm sirens, we need to update so the computer in city hall so we will be able to monitor the sirens daily.

David A. Richardson  
Planning and Zonning/Inspector  
City of Marysville  
209 N 8<sup>th</sup>  
Marysville KS. 66508  
785-562-5331  
darich@bluevalley.net



Blue Valley Public Safety, Inc.  
 PO Box 363 - 509 James Rollo Dr.  
 Grain Valley, MO 64029  
 Sales: 800-288-5120  
 Fax: 816-847-7513

**Contact Name:** Chief David Richardson  
**Customer:** City of Marysville  
**Address:** 209 N. 8th St.  
**City:** Marysville  
**State:** KS  
**Zip:** 66508  
**Phone:** 785-562-5331  
**Cell:** 785-629-0001  
**Fax:** \*  
**Email:** darich@bluevalley.net  
**Notes:** Delivery schedule cannot be established until radio information is supplied, if applicable.

<b>Quotation No.:</b> BVPS <b>1010191611</b> <b>Please reference quote</b> <b>no. on your order</b> <b>Date Quoted:</b> 10/10/19
--

Item No.	Qty.	Model/Part No.	Description	Weight	Total Weight	Unit Price	Total
<b>Activation Equipment</b>							
1	1	SFCD10	COMMANDER SOFTWARE, PRGMNG, 10 SITES	0	0	\$ 2,445.30	\$ 2,445.30
<b>Total Equipment</b>							<b>\$ 2,445.30</b>
<b>Shipping</b>							
1	1	ES-FREIGHT	Shipping Fees	LBS	0		\$ 17.50
<b>Services</b>							
1	1	BV-LABOR	LABOR TO REMOTE IN AND INSTALL NEW SOFTWARE			\$ 595.00	\$ 595.00
<b>Total Services</b>							<b>\$ 595.00</b>
<b>Total of Project</b>							<b>\$ 3,057.80</b>

**Terms / Conditions**

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

**Adverse Site Conditions,** including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

**Power Clause:** Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

**Traffic Control Clause:** Traffic control, if required, will be an additional \$250.00 per site.

**Permit Clause:** Any special permits, licenses or fees will be additional.

**FCC Licensing Clause:** The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

**Classified Location Clause:** No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

**Sales Tax:** Sales Tax will be additional unless an Exemption Certificate is provided.

**Proposed By:** Dee A. Wieduwilt  
**Company:** Blue Valley Public Safety Inc.  
**Address:** P.O. Box 363 - 509 James Rollo Dr.  
**City, State, Zip:** Grain Valley, MO 64029  
**Country:** USA  
**Work Phone:** 1-800-288-5120  
**Fax:** 816-847-7513  
**Approved By:** Brian Cates  
**Title:** General Manager

**Delivery:** 10-12 weeks  
**Freight Terms:** FOB University Park  
**Terms:** Equipment, Net 30 Days upon receipt  
 Services, Net 30 Days as completed,  
 billed monthly. Net 30 will not be held  
 for installations.

\_\_\_\_\_  
 Brian Cates  
 Signature

*I herfore agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.*

Accepted By: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

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

Purchase Order must be made out to, and e-mailed, mailed or faxed to:  
 Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029  
 Fax: 816-847-7513  
 dee@bvpsonline.com



Blue Valley Public Safety, Inc.  
PO Box 363 - 509 James Rollo Dr.  
Grain Valley, MO 64029  
Sales: 800-288-5120  
Fax: 816-847-7513

Quotation No.: BVPS  
1010191611

**TERMS**

**(1) AGREEMENT AND LIMITATIONS.** The agreement between Seller and Buyer (the "sales contract") with respect to the sale of goods (the "goods") described on the other side hereof shall consist of the terms appearing hereon and on the other side hereof together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer shall be deemed to incorporate by reference any terms appearing therein. The sales contract shall be for the benefit of Seller and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to, detract from, supplant or explain the sales contract, shall not be binding on Seller.

**(2) TERMINATION OR MODIFICATION.** The sales contract may be modified or terminated only upon Seller's written consent except that stenographic and clerical errors are subject to correction by Seller or upon Seller's written consent. If Seller shall declare or consent to a termination of the sales contract, in whole or in part, Buyer, in the absence of contrary written agreement signed by Seller, shall pay termination charges based upon expenses and costs incurred in the production of the goods or in the performance of the services to the date such termination is accepted by Seller including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. Notwithstanding the foregoing, any goods substantially completed or services performed on or prior to such termination shall be accepted and paid for in full by Buyer.

**(3) PRICE AND PAYMENT.** Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where specified shipment date is later than 90 days from date of order. Unless otherwise specified in the sales contract or Seller's applicable price list, prices are F.O.B. Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. If the sales contract is for more than one unit of goods, the goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event each such shipment shall be paid for separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Minimum billing per order is \$100.00. PAST DUE INTEREST: Amounts not paid when due shall be subject to past due interest at the rate of 18% per year or the highest rate permitted by the law, whichever is less.

**(4) RISK OF LOSS.** The risk of loss of the goods or any part thereof shall pass to the Buyer upon delivery thereof by Seller to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

**(5) TAXES.** Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the goods ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

**(6) DELIVERY.** Promises of delivery from stock are subject to prior sales. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall in good faith endeavor to meet estimated delivery dates but shall not be liable to Buyer for any damages as a result of any delay caused or contributed to by circumstances beyond Seller's reasonable control.

**(7) DEDUCTIONS AND RETURNS.** Deductions will not be honored unless covered by a credit memorandum. Goods shipped to the Buyer may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

**(8) INSPECTION.** Buyer shall inspect the goods immediately upon the receipt thereof. All claims for any alleged defect in Seller's performance under this sales contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within thirty days of Buyer's receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute a waiver of such claim and an irrevocable acceptance of the goods by Buyer.

**(9) LIMITED MANUFACTURER'S WARRANTY.** Regarding Federal Signal products - The Electrical Products Division, Federal Signal Corporation (Federal) warrants all goods for five years on parts and 2-1/2 years on labor under the following conditions and exceptions: Federal warrants that all goods of Federal's manufacture will conform to any descriptions thereof for specifications which are expressly made a part of this sales contract and at the time of sale by Federal such goods shall be commercially free from defects in material and/or workmanship. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. This warranty shall be ineffective and shall not apply to goods that have been subjected to misuse, neglect, accident, damage, improper maintenance, or to goods altered or repaired by anyone other than Federal or its authorized representative or if five years have elapsed from the date of shipment of the goods by Federal with the following exceptions: lamps or strobe tubes are not covered under this warranty. Outdoor warning sirens and controllers manufactured by Federal Warning Systems are warranted for two years on parts and one year on labor. No agent, employee, representative or distributor of Federal has any authority to bind Federal to any representation, affirmation, or warranty concerning the goods and any such representation, affirmation or warranty shall not be deemed to have become a part of the basics of the sales contract and shall be unenforceable. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. These warranties shall not apply unless Federal shall be given reasonable opportunity to investigate all claims for allegedly defective goods. Upon Federal's instruction a sample only of allegedly defective goods shall be returned to Federal for its inspection and approval. The basis of all claims for alleged defects in the goods not discoverable upon reasonable inspection thereof pursuant to paragraph 8 hereof must be fully explained in writing and received by Federal within thirty days after buyer learns of the defect or such claim shall be deemed waived.

**(10) REMEDIES AND LIMITATIONS OF LIABILITY.** In the event Seller is claimed to have breached any of its obligations under the sales contract, whether of warranty or otherwise, Seller may repair any defective goods, request the return of the goods and tender, at Seller's option, a replacement shipment of goods or the purchase price theretofore paid to Seller. Seller shall tender a refund of the purchase price at its option only upon actual receipt of the goods by Seller. If Seller so requests the return of the goods, the goods will be redelivered to Seller, transportation prepaid, in accordance with Seller's instructions. The remedies contained in this and the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the sales contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller's liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the sales contract or the manufacture, sale, delivery or use of the goods exceed the purchase price of the goods. Seller shall not be liable for failure to perform its obligations under the sales contract resulting directly or indirectly from or contributed to by acts of God; acts of Buyer; civil or military authority; priorities; fires; wars; riot; delays in transportation; lack of or inability to obtain raw materials, components, labor, fuel or supplies; or other circumstances beyond Seller's reasonable control, whether similar or dissimilar to the foregoing.

**(11) ASSIGNMENT AND DELEGATION.** No right or interest in this sales contract shall be assigned by Buyer without Seller's prior written consent, and no delegation of any obligation owed, or of the performance of any obligation, by Buyer shall be made without Seller's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph. Notwithstanding the foregoing, if Buyer is an authorized distributor of the goods for Seller, then Seller's obligations under paragraph 9, 10 and 11 hereof, subject to all limitations of this sales contract, shall be extended to the original purchaser of the goods from Buyer.

**(12) SEVERABILITY.** If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:  
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029  
Fax: 816-847-7513  
dee@bvpsonline.com



Blue Valley Public Safety, Inc.  
PO Box 363 - 509 James Rollo Dr.  
Grain Valley, MO 64029  
Sales: 800-288-5120  
Fax: 816-847-7513

**(13) INSTALLATION.** Installation shall be by Buyer unless otherwise specifically stated on the sales contract.

**(14) GOVERNING LAW AND LIMITATIONS.** The formation and performance of the sales contract shall be governed by the laws of the State of Missouri. Whenever a term defined by the Uniform Commercial Code as adopted in Missouri is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

**(15) ADDITIONAL TERMS.** Prices are firm for 120 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in this Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$800.00 per hour fee, plus equipment. Trenching is additional. Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Permit Clause: Any special permits, licenses or fees will be additional. FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:  
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029  
Fax: 816-847-7513  
[dee@bvpsonline.com](mailto:dee@bvpsonline.com)

## Memo:

David Richardson, City Inspector, Gary Gundelfinger, Street Supervisor and I met with the Tree Board as directed by the Governing Body. The Tree Board consists of Rick Cudney, Dennis Kramer and Sharon Kramer. Mayor Grund and Karen Hughes were also in attendance.

I presented the code 12-706 and 13-406 as written currently. I also presented the original ordinance 1448 adopted in 1995. There was a typo in the code book pertaining to the 35 feet of any intersection or street. It should have read 35 feet of any intersection of the street.

The conclusion of the Tree Board was the ordinance was fine as it was originally written but increasing the height to 16 feet. It was discussed how an intersection should be defined but many intersections in Marysville are not consistent. Some intersections do not have curbs, some intersections are not square, and many streets vary in width in the city.

Cindy Holle  
City Clerk

(Published in the *Marysville Advocate* on October 31, 2019)

ORDINANCE NO. 1885

AN ORDINANCE OF THE CITY OF MARYSVILLE, KANSAS, AMENDING SECTION 12-707 OF THE 2011 CODE OF THE CITY OF MARYSVILLE.

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

SECTION 1. That the Code of the City of Marysville is hereby amended to read as follows:

12.707. DUTY TO TRIM TREES/BUSHES ON OR NEAR PUBLIC WAYS:

(a) It shall be the duty of the owner or agent of real estate in the city abutting upon a public way to keep all trees and bushes located on or adjacent to such real estate property trimmed in a manner that they will not interfere with public travel upon the public way. Any part of a tree or bush projecting over a street or alley that

- (1) Hangs or protrudes less than sixteen (16) feet above street level;
- (2) Interferes with the visibility of any traffic control device or sign; or
- (3) Obstructs the light from any streetlight

is declared to be hazardous and to interfere with the use of the street or alley.

(b) Any part of a tree or of a bush projecting over a sidewalk less than eight (8) feet above sidewalk level is declared to be hazardous and to interfere with the use of the sidewalk.

(c) Any tree or bush located within 35 feet of any intersection of the streets in the city is declared to be hazardous unless the lowest branch is trimmed at least sixteen (16) feet and the maximum height of a bush does not exceed 30 inches above the top of the curb nearest the tree or bush unless a member of the Board of Health determines a lower height of the bush is necessary to preclude a traffic or safety hazard.

PASSED AND APPROVED by the governing body of the City of Marysville, Kansas on October 28, 2019.

CITY OF MARYSVILLE

[Seal]

By \_\_\_\_\_

\_\_\_\_\_  
Carla Grund, Mayor

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
Lucinda Holle, City Clerk

(First Published in the Marysville Advocate, Official City Paper, Thursday, October 31, 2019)

**ORDINANCE NO. 1886**

**AN ORDINANCE AMENDING CHAPTER THIRTEEN (13) OF THE 2011 CODE OF THE CITY OF MARYSVILLE AS ADOPTED BY ORDINANCE NO. 1773.**

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

**SECTION 1. ARTICLE 4. TREES AND SHRUBS**

13-406. DANGEROUS; DEAD OR DISEASED TREES ON PRIVATE PROPERTY. (a) Every owner of any tree overhanging any street or right-of-way within the city shall prune the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of 16 feet above the surface of the street or right-of-way. The owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public. The city shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light, or interferes with visibility of any traffic control device or sign.

(b) The city shall have the right to cause the removal of any dangerous, dead or diseased trees on private property within the city, when such trees constitute a hazard to life and property. The city will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within 60 days after the date of service of notice. The owners, within 30 days of the notice, may request a hearing covering the ordered removal. In the event of failure of owners to comply with such provisions, the city shall have the authority to remove the trees and charge the cost of removal on the owner’s property tax notice. (Code 2011)

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this 28th day of October 2019.

CITY OF MARYSVILLE

[Seal]

By \_\_\_\_\_

Carla Grund, Mayor

ATTEST:

By \_\_\_\_\_

Lucinda Holle, City Clerk

## **CITY COUNCIL AGENDA MEMO**

**FROM:** Craig N. Olsen, City Attorney

**MEETING:** October 28, 2019

**SUBJECT:** Sewer services to 1139 Keystone Road

**PRESENTER:** Craig N. Olsen, City Attorney

### **BACKGROUND**

On September 24, 2019, the City of Marysville (hereinafter referred to as “City”) approved Ordinance 1884, which annexed property at the following legal description: FRONTIER ACRES LOT 3 REPLAT, S35, T02, R07, Lot 3C, ACRES 4.9; commonly referred to as 1139 Keystone Road (see attached Ordinance 1884). This occurred after the property owner consented to the annexation of the property (see attached Consent to Annexation). Since then, the property owner has requested that the city pay for the cost to extend the sewer to his property. Currently, the existing sewer line falls outside of the 100 foot threshold of city code ordinance 15-216, which *requires* property owners to install and pay for sewer connections to the city’s existing sewer line.

### **DISCUSSION**

Pursuant to city codes 15-216 and 15-217, the property owner appears to have the option to either connect to the city’s sewer system or create a private sewage disposal system.

Under the current circumstances, no legal authority has been identified, requiring the city to pay for extending the sewer line to this property. K.S.A. 12-520b refers to unilateral annexation when requiring a city to set forth a detailed plan of annexation. This instance was annexation by consent, so that portion of K.S.A. 12-520b does not apply. Furthermore, subsection (c) of that statute explicitly says a plan is not required when annexation is done by consent. The language contained in the attached consent to annexation regarding the sewer does not, in of itself, require the city to pay for the cost to provide this service. That, of course, does not preclude the city from offering to share in the cost of connecting its sewer line to this property.

## **ALTERNATIVES**

It appears the Council has the following alternatives concerning the issue at hand. The Council may:

1. Pay for the extension of the sewer in its entirety;
2. Negotiate an arrangement with the property owner to pay a portion of the cost to adequately extend the sewer to the property;
3. Reject any financial responsibility for extending the sewer and de-annex the property if property owner refuses to comply with statutory and local sewer requirements;
4. Create a benefit district under Chapter 12, Article 6a of the Kansas Statutes and assess the property for the cost of extension of the sewer lines.

## **RECOMMENDATION**

The City Attorney does not have a recommendation at this time. This is a decision for the City Council.

## **ATTACHMENTS**

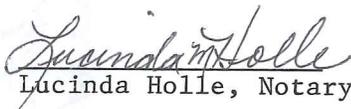
1. Ordinance 1884;
2. Consent to Annexation

CONSENT TO ANNEXATION

We, Dexter and Kate Spitsnogle, consent to annex Frontier Acres Lot 3 Replat, S35, T02, R07, Lot 3C, Acres 4.9 into the City of Marysville on the date of September 18, 2019. This consent is based on the understanding that the sewer will be decided based on city and county decision together, whether the lot follows such state, county and city laws that allow either private or public sewer. This is also being signed under the understanding that the city will provide municipal services based on annexation law and state statutes.



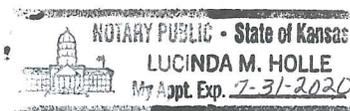
Dexter Spitsnogle



Lucinda Holle, Notary Public



Kate Spitsnogle

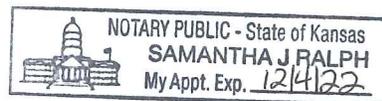


seal



NOTARY PUBLIC

(SEAL)



(First Published in the Marysville Advocate, Official City Paper,  
Thursday, September 26, 2019)

**ORDINANCE NO. 1884**

**AN ORDINANCE ANNEXING LAND TO THE  
CITY OF MARYSVILLE, KANSAS.**

WHEREAS, the following described land is located in Marshall County, Kansas;

WHEREAS, a written consent to annexation of the following described property, submitted by Dexter and Kate Spitsnogle, has been filed with the City of Marysville, Kansas pursuant to K.S.A. 12-520, as amended; and

WHEREAS, the governing body of the City of Marysville, Kansas, finds it advisable to annex such land.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MARYSVILLE, KANSAS;

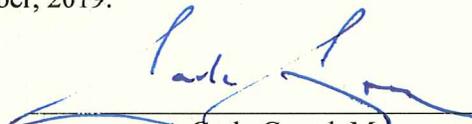
SECTION 1. That the following described land is hereby annexed and made a part of the City of Marysville, Kansas:

**FRONTIER ACRES LOT 3 REPLAT, S35, T02, R07, Lot 3C, ACRES 4.9  
1139 KEYSTONE ROAD**

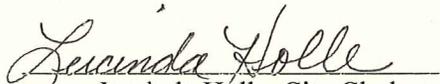
SECTION 2. That the property described in Section 1 above be and the same is hereby attached to the Fourth Ward of the City of Marysville, Kansas.

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR of the City of Marysville, Kansas, this 23rd day of September, 2019.

  
Carla Grund, Mayor

ATTEST:

  
Lucinda Holle, City Clerk





October 10, 2019

To Mayor and City Council and Austin St. John, City Administrator  
City of Marysville, Kansas

We are pleased to confirm our understanding of the services we are to provide the City of Marysville, Kansas (the City) for the year ended December 31, 2019.

We will audit the financial statement of the City and its related municipal entities (the Marysville Public Library and the Public Building Commission), including the related notes to the financial statement, which collectively comprise the basic financial statement of the City as of and for the year ended December 31, 2019. *The Kansas Municipal Accounting and Audit Guide* (KMAAG) provide for certain regulatory required supplementary information (RRSI) to supplement the City's basic financial statement. Such information, although not a part of the basic financial statement, is required by the KMAAG who considers it to be an essential part of financial reporting for placing the basic financial statement in an appropriate operational, economic, or historical context. We have also been engaged to report on regulatory required supplementary information (RRSI) that accompanies the City's financial statement as required by the *Kansas Municipal Accounting and Audit Guide* (KMAAG).

We will subject the following RRSI to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statement as a whole, in a report combined with our auditor's report on the financial statement:

- Schedule 1 – Summary of Regulatory Basis Expenditures – Actual and Budget
- Schedule 2 – Schedules of Regulatory Basis Receipts and Expenditures – Actual and Budget
- Schedule 3 – Summary of Receipts and Disbursements – Agency Funds
- Schedule 4 – Schedules of Receipts and Expenditures – Related Municipal Entities

We have also been engaged to report on supplementary information other than RRSI that accompanies the City's financial statement. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statement as a whole, in a report combined with our auditor's report on the financial statement:

- Schedule of expenditures of federal awards, if applicable.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statement is fairly presented, in all material respects, in conformity with KMAAG and the accounting practices described by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas which is a regulatory basis of accounting, the practices of which differ from the accounting principles generally accepted in the United States of America (GAAP) and to report on the fairness of the RRSI, and other supplementary information referred to in the second and third paragraphs when considered in relation to the financial statement as a whole.

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statement in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), if applicable.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.



Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement. We will plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.



At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statement and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.



## **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with the KMAAG and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statement that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with the KMAAG, and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for including all informative disclosures that are appropriate for the KMAAG. Those disclosures will include (1) a description of the KMAAG, including a summary of significant accounting policies, and how the KMAAG differs from GAAP; (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statement to achieve fair presentation.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.



Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statement.

Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statement with any presentation of the schedule of expenditures of federal awards that includes our report thereon. You also agree to make the audited financial statement readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the RRSI and other supplementary information, which we have been engaged to report on, in conformity with KMAAG. You agree to include our report on the RRSI and other supplementary information in any document that contains, and indicates that we have reported on, the RRSI and other supplementary information. You also agree to include the audited financial statement with any presentation of the RRSI and other supplementary information that includes our report thereon.



Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RRSI and other supplementary information in accordance with KMAAG; (2) you believe the RRSI and other supplementary information, including its form and content, is fairly presented in accordance with KMAAG; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RRSI and other supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter.

This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statement published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statement, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.



Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings, if applicable. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of James Gordon & Associates CPA, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to federal or state agencies providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of James Gordon & Associates CPA, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in January 2020 and to issue our reports in a timely manner. Russell Shipley is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services based on our proposed agreement will be \$13,450 for audit services, and \$4,000 for the single audit which includes one major program, if applicable. If additional major programs are required to be audited, based on standards determined by the Uniform Guidance, our fee for each additional major program will be \$3,500, based on our proposed agreement.



Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*James Gordon + Associates CPA, P.A.*

James Gordon & Associates CPA, P.A.

RESPONSE:

This letter correctly sets forth the understanding of City of Marysville, Kansas

Management signature: \_\_\_\_\_

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

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

Governance signature: \_\_\_\_\_

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

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



## CONVENTION AND TOURISM

DATE	EVENT	FUND USE	AMT	PREV. AMT	COMMENTS
10/24/2019	Printing, signs, flyers	Treasure Hunt banner & printing	\$500.00	\$ 1,000.00	remainder for the year
10/24/2019	Merry sville Christmas	Light Up Marysville contest, flyers promote Christmas activities	\$1,500.00	\$ 3,000.00	
Total Requested			\$2,000.00		

**OCTOBER 28, 2019 -----ORDINANCE NO. 3709**

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:

FUND		
100	GENERAL	\$ 64,003.69
200	WATER REVENUE	57,305.43
300	SEWAGE REVENUE	66,260.81
405	SEWAGE REPLACEMENT	60,038.19
512	LIBRARY REVOLVING	13,585.21
600	SWIM POOL SALES TAX	75.78
707	KOESTER BLOCK MAINTENANCE	1,555.61
711	EMPLOYEE BENEFIT	45,749.34
715	TRANSIENT GUEST TAX	2,019.38
800	SALES TAX IMPROVEMENTS	<u>27,788.82</u>
	TOTAL ORDINANCE	\$ 338,382.26

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

ORD #3709 10/28/19

Date: 10/25/2019

Time: 9:44 am

Page: 1

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
AFLAC-REMITTANCE PROCESS SE	528	INSURANCE PREMIUM-NOVEMBER	0	00/00/0000	<b>1,740.27</b>
				Vendor Total:	<b>1,740.27</b>
BLOOM CREATIVE LLC	2567	DIRECTOR SALARY C&T MONTHLY	0	00/00/0000	<b>1,729.17</b>
				Vendor Total:	<b>1,729.17</b>
BLUE CROSS BLUE SHIELD INSUR	0091	HEALTH INSURANCE-OCT & NOV + <i>Dental - Oct. + Nov.</i>	0	00/00/0000	<b>69,905.70</b>
				Vendor Total:	<b>69,905.70</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>4,000.00</b>
				Vendor Total:	<b>4,000.00</b>
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	<b>1,000.00</b>
				Vendor Total:	<b>1,000.00</b>
CASEY'S GENERAL STORE	1823	53 DOZ GLAZED DONUTS-BLACK SQUIRREL NIGHT	44137	10/24/2019	<b>383.52 H</b>
				Vendor Total:	<b>383.52</b>
CENTRAL OFFICE SERVICE & SUP	2116	CLOCK SELF SET 16.5"-CITY HALL PUBLIC ROOM	0	00/00/0000	<b>69.59</b>
				Vendor Total:	<b>69.59</b>
CENTURY BUSINESS SYSTEMS	2009	BLOCK AGREEMENT-PD SAVIN PRINT OCT2019-OCT2020 & COLOR COPIES	0	00/00/0000	<b>589.38</b>
				Vendor Total:	<b>589.38</b>
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #579	44135	10/22/2019	<b>46,049.38 H</b>
				Vendor Total:	<b>46,049.38</b>
DARRIN'S AUTO REPAIR	2439	RPL WATER PUMP-MTRLS & LABOR #572	0	00/00/0000	<b>385.38</b>
				Vendor Total:	<b>385.38</b>
DAVE'S BODY SHOP	4012	2 TIRES MOUNT & BALANCE-MOWER TRAILER	0	00/00/0000	<b>190.90</b>
				Vendor Total:	<b>190.90</b>
ECHO GROUP, INC	1629	SWITCHES,PLATES,BLOCK FORKS, ELECTRIC BOX,BACK UP BATTERY	0	00/00/0000	<b>366.55</b>
				Vendor Total:	<b>366.55</b>
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	<b>13,694.28</b>
				Vendor Total:	<b>13,694.28</b>
EMPTY CUP COFFEE BAR & BISTF	2667	30 DOZ CHOCOLATE CAKE DONUTS BLACK SQUIRREL NIGHT	44138	10/24/2019	<b>360.00 H</b>
				Vendor Total:	<b>360.00</b>
ENGEMANN DRAINAGE CO., INC.	2200	SEWER FORCE MAIN REPLACEMENT 2ND/BRDWY-PAYMENT 1	0	00/00/0000	<b>60,038.19</b>
				Vendor Total:	<b>60,038.19</b>
ENVIRONMENTAL & PROCESS SY:	890	FLOAT SWITCH, 50' CABLE (8) FOR LIFT STATIONS	0	00/00/0000	<b>477.40</b>
				Vendor Total:	<b>477.40</b>
EVANGELICAL U.C.C.	1619	RECYCLING OPERATIONS OCTOBER	0	00/00/0000	<b>150.00</b>
				Vendor Total:	<b>150.00</b>
FASTENAL	1894	BOLTS-WTR METERS & BANDS FOR STREET SIGNS(FLAGS,XMAS DECOR)	0	00/00/0000	<b>507.38</b>
				Vendor Total:	<b>507.38</b>
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	<b>3,000.00</b>
				Vendor Total:	<b>3,000.00</b>
FOLEY INDUSTRIES	2556	2 CUTTING EDGES,NUTS,BOLTS, & WASHERS-GRADER #575	0	00/00/0000	<b>566.84</b>

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

ORD #3709 10/28/19

Date: 10/25/2019

Time: 9:44 am

Page: 2

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>566.84</u>
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	34,374.00
				Vendor Total:	<u>34,374.00</u>
HACH COMPANY	0324	REAGENT SET,CHLORINE FREE CL17	0	00/00/0000	204.22
				Vendor Total:	<u>204.22</u>
HARD ROCK QUARRIES, LLC	2680	63.57 TON 3/4" ROCK-STOCK SCREENED LIMESTONE	0	00/00/0000	934.48
				Vendor Total:	<u>934.48</u>
HOMETOWN LUMBER, INC.	987	MASONITE SIDING,UTILITY KNIVES REELLINE,SCREWS,BOLTS,LMBR,ETC	0	00/00/0000	221.92
				Vendor Total:	<u>221.92</u>
IDNTITEEZ	1957	5 T-SHIRTS-CEM & BANNER-MUSEUM	0	00/00/0000	103.00
				Vendor Total:	<u>103.00</u>
INDEPENDENT SALT COMPANY	0136	HIGHWAY SALT(55.53 TON)	0	00/00/0000	1,944.26
				Vendor Total:	<u>1,944.26</u>
INSITUFORM TECHNOLOGIES USA	2458	2019 CIPP PJT COMPLETE-FINAL	0	00/00/0000	30,962.49
				Vendor Total:	<u>30,962.49</u>
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS	0	00/00/0000	8,933.93
				Vendor Total:	<u>8,933.93</u>
KANSAS PAYMENT CENTER	1238	WITHHOLDING ORDER MS12DM000065	0	00/00/0000	892.16
				Vendor Total:	<u>892.16</u>
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	1,961.96
				Vendor Total:	<u>1,961.96</u>
KS EMPLOYMENT SECURITY FUNI	0105	CONTRIBUTIONS 3RD QTR 2019	0	00/00/0000	481.33
				Vendor Total:	<u>481.33</u>
LATTA PLUMBING, INC.	0079	PVC SCH 40 PIPE 12'6"	0	00/00/0000	7.25
				Vendor Total:	<u>7.25</u>
MARSHALL CO VETS MEMORIAL II	2594	DONATION FOR ELECTRICITY	0	00/00/0000	47.50
				Vendor Total:	<u>47.50</u>
MARYSVILLE CITY CLERK	1761	REIMBURSE GAS,SPRAY,&CIDER, POSTAGE DUE & SAFETY VIDEO	0	00/00/0000	43.03
				Vendor Total:	<u>43.03</u>
MARYSVILLE FIRE DEPARTMENT	1345	FIREMENS CONTRIBUTIONS-OCT	0	00/00/0000	310.00
				Vendor Total:	<u>310.00</u>
MARYSVILLE READY MIX, INC	0089	10.5YD CONCRETE-3RD/LARAMIE WATER LEAK + 5.2syd Fill Sand	0	00/00/0000	1,510.53
				Vendor Total:	<u>1,510.53</u>
MARYSVILLE ROTARY CLUB	0165	LUNCHEON FEES & FOUNDATION ASSESSMENT-ST JOHN,ACKERMAN	0	00/00/0000	270.00
				Vendor Total:	<u>270.00</u>
MERKEL TILE	2717	TILE CITY HALL BATHROOM 494 SQ FT TILE	0	00/00/0000	3,589.00
				Vendor Total:	<u>3,589.00</u>
MILEAGE & MEAL REIMBURSEMENT	2428	MILEAGE-349 MILES OVERLAND PRK LEAGUE CONF-JASON BARNES + Reimburse vacuum-Cindy	0	00/00/0000	356.78
				Vendor Total:	<u>356.78</u>
MUNICIPAL SUPPLY, INC	579	FIRE HYDRANTS,PIT,ANTENNAS, MANHOLES,VLVS,CPL,PIPE,ETC	0	00/00/0000	12,697.23
				Vendor Total:	<u>12,697.23</u>
NEMAHA MARSHALL R E C	1044	ELECTRICITY BILLBOARD, St. Lights, Wells, + Lift Stations	44136	10/22/2019	1,721.71
				Vendor Total:	<u>1,721.71</u>

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

ORD #3709 10/28/19

Date: 10/25/2019

Time: 9:44 am

Page: 3

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
NETWORK COMPUTER SOLUTION	2223	CHANGE SERVER BACK UP TYPE & UPDATE PASSWORD-CITY HALL <i>+ monthly antivirus + cloud back up</i>	0	00/00/0000	<b>337.12</b>
				Vendor Total:	<b>337.12</b>
NORDHUS MOTOR CO., INC	0120	RPL/SET UP CLUSTER-PARTS/LABOR #529	0	00/00/0000	<b>387.00</b>
				Vendor Total:	<b>387.00</b>
PRINTING SYSTEMS, INC	0367	3000 REMINDERS/20000 BILLS WATER/SEWER	0	00/00/0000	<b>993.75</b>
				Vendor Total:	<b>993.75</b>
QUILL CORPORATION	0132	COPY PAPER,CALCULATOR TAPE, & PAPER TOWELS, <i>+ note pads, clipboards, + Post Its</i>	0	00/00/0000	<b>290.33</b>
				Vendor Total:	<b>290.33</b>
RAINBOW INTERNATIONAL	3024	CLEAN CARPET,KITCHEN TILE,& BATHROOM FLOOR-APARTMENT	0	00/00/0000	<b>416.67</b>
				Vendor Total:	<b>416.67</b>
SECURITY EQUIPMENT CORPORA	2617	KOESTER MUSEUM MONITORING SERV 11/1/19 TO 1/31/20	0	00/00/0000	<b>228.00</b>
				Vendor Total:	<b>228.00</b>
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	<b>8,333.00</b>
				Vendor Total:	<b>8,333.00</b>
STUDER TRUCK LINE, INC	1505	FREIGHT FOR HIGHWAY SALT 55.55 TONS/2 LOADS	0	00/00/0000	<b>1,333.20</b>
				Vendor Total:	<b>1,333.20</b>
THOMAS OUTDOOR ADVERTISING	1923	BILLBOARD RENT HWY 24-OCT	0	00/00/0000	<b>200.00</b>
				Vendor Total:	<b>200.00</b>
DEAN GERALD THOMAS	1135	STRAW BALES FOR DOG POUND-3	0	00/00/0000	<b>9.00</b>
				Vendor Total:	<b>9.00</b>
TMHC SERVICES, INC.	1907	ALCOHOL/DRUG TESTING,ADMIN FEE	0	00/00/0000	<b>105.25</b>
				Vendor Total:	<b>105.25</b>
WAL-MART COMMUNITY	1254	COFFEE POT,OIL,GUN CLN/SHOOTIN SUP,GATORADE,WTR,BTRS,ETC	0	00/00/0000	<b>672.89</b>
				Vendor Total:	<b>672.89</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>
WESTAR ENERGY	1401	ELECTRIC KOESTER APT-9/9-10/8	0	00/00/0000	<b>55.34</b>
				Vendor Total:	<b>55.34</b>
				Grand Total:	<b>338,382.26</b>
				Less Credit Memos:	<b>0.00</b>
				Net Total:	<b>338,382.26</b>
				Less Hand Check Total:	<b>48,514.61</b>
				Outstanding Invoice Total :	<b>289,867.65</b>
<b>Total Invoices:</b>	<b>68</b>				



## Resignation Letter

Chief Ackerman,

This letter is to notify you and the City of Marysville of my resignation as a Sergeant from the Marysville Police Department. My last duty day will be November 15<sup>th</sup>, 2019 at 6pm. This letter does not come lightly for me. It was a hard decision to make but a better opportunity for my family awaits us. This past Tuesday I accepted a position with the Kansas Law Enforcement Training Center (KLETC) outside Hutchinson as a Police Academy Instructor.

Few of us are aware the commitment to our community that we as Police Officers make every day. For the past 15 years I have bled, shed tears, witnessed the worst evil, and given compassion to victims. This new job gives me better financial security for my family. I wish our city government truly cared enough to know that we need to keep good experienced employees. While working night shifts, I was able to graduate magna cum laude with a B.S. in Criminal Justice, in the hopes of being Chief someday.

Everyday I try to amplify the Integrity of this office because that is who I am. Thank you Chief Ackerman for mentoring me and challenging me as a leader over the years. Some days it was challenging for both of us, but I have always been loyal and supportive of your direction related to this department. Just as you Chief have also supported me and trusted my leadership in your absences.

It saddens me over the years to see the negativity thrown at our department from society but even worse the criticism from our city council. Some have tried to undermine us and personally spied on us to discredit our staff and department. No one takes this job to get rich or get a leg up in life. It's about serving our community and being there as a protector, guardian, or counselor.

Last spring a memo detailing all the important things that our officers have done and endured was handed to you with a warning of moral problems. This past few months I sat with you attempting to communicate to the City Manager, Mayor and council where we were heading if beginning wages were not adjusted for new hires. I remember when we could recruit the cream of the crop and our department was

the envy of the Marshall County Sheriff's office. Now because over the year's wages are stagnant, we are scrapping the bottom of the barrel. What we are getting now are very young people that are still learning what they want to do in life and may not stick around very long at all. We will never lower our standards and always recruit the best to represent our community, that will never change. But it is getting harder and harder.

Just recently I attended a candidate forum and I listened to Madam Mayor answer a question about increasing wages for the Police Department. Her response was that she was actively working with you Chief to get that done. However, I don't see this happening. Do they realize that from just a few years ago we had the most experience officers in Marshall County? We were not just looked up to, but we were respected by the Justice system with our investigative knowledge and case solving skills. Today, it was just me who is left with that experience.

This letter is by no means trying to bash our council or City Manager. It is sad to see over my years here that good employees must leave before something is done. Our leadership must take an active role in retaining good employees and young people that want to work and raise their families here in Marysville. The stagnant response over this issue is repulsive to me.

Concerns right now with the safety of this community is worth noting. Our department upon my departure will have no drug investigation experience, sexual assault investigation experience, public speaking awareness experience, and no leadership/training experience for upcoming officers. The criminals are aware of this today and the drug activity here in town is picking up. Just look at the current drug cases that have found their way into our High School and Elementary School. Social services for families are a joke with the problems at Department Children and Family. This puts the problems on our shoulders to investigate child sexual abuse or physical abuse.

In conclusion Chief Ackerman we have a critical public safety hazard to our community. It takes years to gain the experience and knowledge of people in any town. Anyone reading this should keep an open mind to my comments. Please do not let your ego's or sensitivity to my comments affect your judgement. The city needs to work constantly to maintain its employee's moral. It's not just up to the department heads to do that. All the city's leadership needs to be involved.

Respectively,



Sgt. David L. Ohlde  
Marysville Police Department