

**AGENDA**  
**REGULAR MEETING**  
**April 14, 2025**  
**7:00 p.m.**

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

**1. APPROVAL OF MINUTES** – Regular Meeting: Mar. 24, 2025.

Pages 03-06

**2. PUBLIC COMMENTS**

Comments in this portion of the meeting will be held to a maximum of five (5) minutes. Scheduled requests shall be allotted fifteen (15) minutes. Prior to making comments, please state the following: First & Last Name, Your Address and Ward.

**3. NOTICES AND HEARINGS**

1. Public Hearing – Resolution 2025-02 Koester RHID

**4. BUSINESS AND DISCUSSION ITEMS**

1. Mother's Day Market Request May 10 <sup>th</sup> & 11 <sup>th</sup> – One Marysville Stacy Wullschleger	Page 07
2. Pool Policies – Pool Parties – Courtney Porter	Page 08
3. Matching Funds Agreement Downtown Commercial Rehabilitation between City of Marysville & FDG	Pages 09-10
4. Repayment Agreement between City of Marysville & FDG	Pages 11-13
5. Koester Commercial Buildings Boycott of Israel Certification Form	Page 14
6. Koester Commercial Buildings OPC – Policy on Covered Technologies	Pages 15-16
7. Koester Commercial Buildings Sexual Harassment Policy Agreement	Pages 17-18
8. Koester Commercial Buildings Marysville CDBG Agreement	Pages 19-32
9. Ordinance 1943 Establishing RHID	Pages 33-40
10. FDG RHID Development Agreement	Pages 41-70
11. Resolution 2025-05 JRB Resolution of Intent	Pages 71-75
12. Ordinance **** Separate Water Tap Accessory Buildings	Page 76
13. Ordinance **** Water Bills Update – Connection Fee	Pages 77-78
14. Policy A-*** Grinder Pumps Updated	Page 79
15. Mosquito Squad – Quotes	Pages 80-88

**5. CONSENT AGENDA**

2. Alcohol Consumption, Lee Dam Art Center – Rotary Kentucky Derby Fund Raiser, 5-3-25, Anita Welch	Page 89
3. City Clerks Report – Mar. 2025	Pages 90-92
4. Revenue / Expense Report – Mar. 2025	Pages 93-94
5. Municipal Judge's Report – Mar. 2025	Pages 95-98

**6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3845**

Pages 99-103

**7. CITY ADMINISTRATOR REPORT**

**8. STANDING COMMITTEE REPORTS**

**9. APPOINTMENTS & WAGE DETERMINATIONS**

1. <b>Marysville Police Chief</b> – Anthony Escalante	
2. <b>Wage Determination</b> – Anthony Escalante	Page 104
3. <b>Youth Advisory Council Liaison</b> – Todd Frye Liaison Officer	

**10. CITY ATTORNEY**

**11. EXECUTIVE SESSION**

**12. COUNCIL COMMENTS**

**ADJOURNMENT**

Requests to address the council or to be on the agenda must be given to the city clerk no later than noon (12:00) on the Wednesday preceding a scheduled council meeting (council meetings are scheduled for the second and fourth Monday of every month).

### **Standing Committee Reports**

1. Water Sewer Committee – Separate connections, Connection fees, Grinder Pumps
2. Admin Finance Committee – Common Consumption Area, Demo Review
3. Police/Fire – Fireworks, Police Chief Candidates
4. Koester Block Advisory Board – Koester House Restaurant
5. Park & Recreation Committee – Swimming Pool & Ballfields

### **TABLED OR UNRESOLVED ITEMS**

1. Water & sewer connections required for separate buildings.
2. Animal Control – Cats
3. Odd / even parking snow removal.
4. Water Connection Fees
5. Grinder Pits - Residential
6. Ord \*\*\*\* Standard Traffic Ordinance 2024
7. Ord \*\*\*\* Uniform Offence Code 2024
8. Fireworks Amendment – going back to Police & Fire Committee
9. Demolition Review Downtown Marysville - Research
10. Common Consumption Area – Research & Discussion
11. Lease Agreement OneMarysville 617 Broadway

Regular Meeting  
City Hall, Marysville, Kansas-March 24, 2025

Members of the Governing Body of the City of Marysville were called to order in the regular session at 7:00 p.m. on the date and place noted above with Mayor Todd Frye in the chair. City Administrator Haverkamp City, and Payroll Clerk/Secretary Schwindamann were also present.

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

The minutes from the March 14<sup>th</sup> regular meeting were presented for approval. CM Schrater moved; CM Throm seconded to approve the minutes as presented. Motion carried by 8-0 voice vote.

**PUBLIC COMMENTS:**

1. **CONDEMNED HOUSE AT 904 MAY ST** – Dave Bruna, Ward 2, asking for a 1-year extension on condemned property at 904 May purchased by Jessica & Kevin Miller to repair. They are remodeling it, mainly smoke damage not a lot of structural damage after inspection. CM Schrater moved; CM Snellings seconded to approve extension to April 1<sup>st</sup>, 2026. Motion carried unanimously.
2. **WATER SLIDE AT LAKEVIEW** – Dave Bruna, Ward 2, suggested having a water slide at Lakeview during the 4<sup>th</sup> of July Celebration like the fire department did 2 years ago in City Park when the pool was closed for most of the season. Suggested east of Hedstrom Hall, he will work with organization when time gets closer.
3. **CHICKEN ORDINANCE** - Mary Sawdy, Ward 2, Marysville, spoke against the chicken ordinance would not be good. Hopes the council will think long & hard before they vote for the chicken.
4. **AREIAL FIREWORKS** - Sterling Clark, Ward 2, if voting on having no Aerial fireworks according to proposed amendment then there would be no City fireworks show due to how proposed ordinance is written.
5. **MARYSVILLE PUBLIC LIBRARY REPORT.** Mandy Cook, Marysville Public Library Director, was present to report on programs offered by the library. New part-time employee Joy Kramer. Starting their DOC grant classes, fundamental & advanced computer classes. Will also be working with Blue Valley Telephone about phones O Happy Day Smart Phones to Up your Game, Library U adult show & tell, and history of Kentucky Derby Hats May 3rd.

**BUSINESS AND DISCUSSION ITEMS:**

1. **CLOSURE OF HEDRIX ST.** Dave Lyhane with the Marysville Union Pacific Depot Preservation Society requested closure of Hedrix Street, Carolina to Calhoun on April 5<sup>th</sup> for Museum Day for Toddler Train. CM Keating moved to approve the request; CM Goracke seconded. Motion carried 8-0.
2. **CLOSURE OF 7<sup>TH</sup> ST CORRIDOR.** Dave Lyhane with the Marysville Union Pacific Depot Preservation Society requested allowing 100+ Trail Life Boys to camp on north & south depot lawn on 4/11 & 4/12. Close 7<sup>th</sup> street corridor Carolina to Calhoun behind depot for parking of RV's. CM Beikman moved to approve the request; CM Throm seconded. Motion carried 8-0.
3. **MHS 2025 PROM REQUEST.** Ava Spicer and Ellie Schoenberger with the Junior Prom Committee asked to close Broadway from 10<sup>th</sup> to 7<sup>th</sup> Street beginning at 6pm for prom walk and allow only street legal vehicles. Also close the 7<sup>th</sup> Street Corridor from Broadway to Elm starting at 5:30 pm for the Promenade and other Prom activities (photos in the Pony Park). CM Goracke moved to approve the request as presented; CM Schrater seconded. Motion carried 8-0.
4. **INSURANCE RENEWAL – EMC.** Jen Sedlacek with World Insurance presented the council with the 2025-2026 EMC Insurance renewal quote of \$169,755.00. CM Throm moved to approve quote as presented: CM Keating seconded. Motion carried 8-0.
5. **ADDITION TO MARYSVILLE FIREWORKS ORDINANCE.** Vernita Peeks presented a request for an addition to the Marysville Fireworks Ordinance. CM Keating moved to make no changes to the current ordinance; CM Schrater seconded. CM Keating rescinded his motion after council discussion. Consensus of council was to send it to the Police & Fire Committee to research further.
6. **RESOLUTION 2025-04 DANGEROUS/UNSAFE STRUCTURE.** Resolution 2025-04 to set a hearing for a dangerous structure (shed) at 409 N 14<sup>th</sup> Street was presented. The hearing will be held on Monday, May 12<sup>th</sup>, 2025. CM Beikman moved to approve Resolution 2025-04; CM Behrens seconded. Motion carried 8-0.

7. **GRAVE OPENINGS AGREEMENT.** An agreement between the City of Marysville and Russell Behrends with B&W Electric for grave openings was presented. The agreement is for one year with the option of renewing for two one-year renewals. The two one-year extensions shall terminate March 2027. CM Throm moved to approve the agreement as presented; CM Snellings seconded. Motion carried 8-0.
8. **MOU EMERGENCY MANAGEMENT AGREEMENT.** A Memorandum of Understanding between the City of Marysville and the Marshall County Emergency Management to provide the broad framework for cooperation between the two organizations in preparing for & responding to disasters was presented. CM Keating moved to approve the agreement as presented; CM Throm seconded. Motion carried 8-0.
9. **MOU GREEN SPACE MARSHALL COUNTY HEALTH DEPT.** A Memorandum of Understanding between Marshall County & the City of Marysville was presented to agree that vacant land Lot 4 and Lot 5, in Block 10, Marysville Proper will be cared for by the City of Marysville, Marshall County will pay for the water usage and the City of Marysville will be allowed usage of the vacant land same as they would other City property. MOU is from March 1, 2025, through February 28, 2026. CM Throm moved to approve the agreement; CM Schrater seconded. Motion carried 8-0.
10. **CLOSURE OF CITY PARK ENTRANCES – EASTER EGG HUNT.** Marysville Kiwanis Club requested closure of city park entrances for their annual Easter Egg Hunt, April 12<sup>th</sup> from 12:00 pm-2:00 pm. They want to place cones at all entrances. They would also like to have the bathrooms open in the park for the event. CM Beikman moved to approve the request; CM Throm seconded. Motion carried 8-0.
11. **AGREEMENT FOR PROFESSIONAL DESIGN CES, FDG & CITY OF MARYSVILLE.** Agreement between CES, FDG & the City of Marysville for Design-Bid-Build for the Koester Block commercial properties at 901, 905, 905 and 909 Broadway was presented. CA Haverkamp will work on creating an agreement with FDG that they will be the ones paying for the design. CM Beikman moved, CM Schrater seconded to approve the agreement between CES, FDG & the City of Marysville. Motion carried 8-0.
12. **ORDINANCE 1942 CHICKENS, DUCKS & QUAIL.** Ordinance 1942 to Amend in part portions of the current code of the City of Marysville regulating and establishing animal control and regulation within the corporate limits of the City of Marysville, Kansas was presented. CM Schrater moved to approve the ordinance as presented, CM Goracke seconded. Motion carried 5-3; CM Ferris, CM Behrens & CM Throm voting no.
13. **POLICY A-105 CHICKENS, DUCKS & QUAIL FEES.** Policy A-105 establishing fees for chicken, duck & quail was presented. Fees would be \$60 for the initial cost for one calendar year then \$30.00 for every year thereafter. CM Keating moved; CM Schrater seconded to approve the policy as presented. Motion carried 8-0.
14. **15<sup>TH</sup> ST STORM SEWER PROJECT.** Bids for the 15<sup>th</sup> Street Storm Sewer project were presented. The low bid was Carlson Utility for \$1,294,149.00. CM Throm moved; CM Schrater seconded to accept the low bid from Carlson Utility. Motion carried 8-0.
15. **KOESTER MUSEUM GIFT AGREEMENT & QUIT CLAIMS DEED.** An agreement and quit claim deed in which the City of Marysville donates/gifts Koester House Museum (919 Broadway) to the Koester House Museum Foundation and does a Quit Claims Deed for said real estate property was presented. CM Goracke moved; CM Schrater seconded to approve the agreement and quit claim as presented. Motion carried 8-0.
16. **KOESTER MUSEUM SEWER EASEMENT.** An easement from the Koester House Museum Foundation, Inc. assigns the City of Marysville a permanent right-of-way and easement to construct, lay, maintain, operate, replace, change, and remove, utility lines, said easement 20-foot wide, as laid, on, over, along and through property at 919 Broadway was presented. CM Throm moved; CM Schrater seconded to approve the easement as presented. Motion carried 8-0.

**NOTICES AND HEARINGS:**

**CONSENT AGENDA,**

The Consent Agenda was presented for consideration. CM Schrater moved; CM Throm seconded to approve the Consent Agenda. Motion carried 8-0. Consent Agenda consisted of the following:

1. Alcohol consumption request at the Lee Dam Art Center on April 16<sup>th</sup>, 2025, for the One Marysville Mixer sponsored by Marshall County Arts Cooperative,

**APPROPRIATIONS ORDINANCE NO. 3844**

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$98,917.25; Water Revenue Fund, \$40,820.12; Sewage Revenue Fund, \$45,855.44; Street & Highway Fund, \$4,102.30; Library Revolving Fund, \$7,674.83; Swimming Pool Sales Tax Fund, \$197.22; Koester Block Maintenance Fund, \$707.13; Employee Benefit Fund, \$9,752.19; Transient Guest Tax Fund, \$706.81; Sales Tax Improvements Fund, \$69,019.57; making a total of \$277,752.86.
2. An appropriations ordinance was introduced and considered to honor claims against the funds of the City as audited by the Finance Committee. CM Throm moved; CM Schrater seconded to approve the appropriations ordinance totaling \$277,752.86.
3. Motion to approve the appropriations ordinance carried by 8-0 roll call vote. Payroll Clerk/Secretary Schwindamann assigned Ordinance No. 3844.

**STAFF REPORTS:**

**CITY ADMINISTRATOR:**

1. **CITY PARK BATHROOM.** CA Haverkamp reported staff is continuing to work on completing the city park bathroom updates by Mother's Day. The floor may not be completed, however, still planning on opening in April.
2. **KPERS 457.** CA Haverkamp reported paperwork is filled out and completed. We are now in a 45-day waiting period then the employees can sign up for that.
3. **INTERVIEWS.** CA Haverkamp has had interviews the last few weeks and will discuss the outcome of them as they happen.
4. **BUDGET WORKSHOP.** CA Haverkamp reported there will be a budget workshop on Friday, March 28th, at 6:30 at City Hall. Please put together a list of priorities.

**STANDING COMMITTEE REPORTS:**

1. **POLICE & FIRE COMMITTEE.** The Police & Fire Committee have been doing interviews.
2. **ADMIN/FINANCE COMMITTEE.** Everything was discussed with the chickens earlier in the meeting.
3. **UPCOMING COMMITTEE MEETINGS.** Police and Fire Committee meetings will be set up to interview Chief of Police candidates and review the Fireworks ordinance. The Admin/Finance committee will need to set up a meeting for common consumption and building demolition review. Water/Sewer committee will meet regarding water/sewer connection, water connection fees, & grinder pumps. Parks/Rec committee will meet for the pool and the blue diamond at Lakeview.

**APPOINTMENTS & WAGE DETERMINATION:**

1. **APPOINTMENT.** Deb Schwindamann to Deputy City Clerk, CM Goracke moved to approve the mayor's appointment, CM Schrater seconded; motion carried 8-0.
2. **WAGE DETERMINATION.** Deb Schwindamann, Deputy Clerk \$25.00/hour. CM Behrens moved to approve the wage determination; CM Throm seconded; motion carried 8-0.
1. **APPOINTMENT. Youth Advisory Council (YAC) – Seniors:** Emily Rockwell, Grant Haefele; Juniors: Garrett Staggs, James Bussman; Sophomores: Lily Voet, Josephine Naaf; Freshmen: Emilyn Holle, Eli Frese, CM Throm moved; CM Schrater seconded to approve the mayor's appointments; motion carried 8-0.

CA Haverkamp said if anyone would like to be considered for any of the boards or committees, please reach out to city hall so that we can put them on a list that will be sent to the mayor for his consideration.

**CITY ATTORNEY:**

**COUNCIL COMMENTS:**

1. **STP FUNDS.** CM Keating asked when was the last time we received STP Funds. Believe, the last time we received them was when we paved 11<sup>th</sup> road. We need to cordially look into that with the county.
2. **FACEBOOK.** CM Keating created a Facebook account to keep up with what is going on in the city.
3. **WATER LEAK.** CM Beikman wanted to know what is the source of the leak at 10<sup>th</sup> & Hillcrest? Kansas Gas hit an unknow water line.
4. **COUNCIL VOTES.** CM Beikman stated no matter how council votes, some people are not going to be happy. It comes with the territory. Hope people understand that it is a thankless job.
5. **REVENUE ON STORM WATER RATE.** CM Keating would like to see it on the agenda so people can see where we are at with the new fee.
6. **THANKS.** CM Schrater. Thank staff for rotating use of local businesses services.
7. **NOT BEING HEARD.** CM Schrater. If you feel like you're not being heard, please reach out to any council member.
8. **RULES.** CM Schrater. To many rules can blind us to the mission. Be mindful of less government ontrol is better.
9. **THANKS.** CM Schrater. Thanks to city staff for everything they do.
10. **STEAM ENGINE.** CM Goracke. Did anyone ever come by to inspect steam engine? CA Haverkamp will get back in touch with them.
11. **KOESTER HOUSE RESTAURANT.** Mayor Frye. When will staff be setting up a meeting with Koester Block Advisory Board to discuss application and other issues.
12. **CODE ENFORCEMENT.** Mayor Frye. Full time code enforcement officer may need to look at with next budget season.
13. **MAKING PROGRESS.** CM Schrater. Please have patience as we are working on getting projects done.

There being no further business, at 8:36 p.m. CM Schrater moved to adjourn; CM Keating seconded. Motion carried unanimously.

Deb Schwindamann  
Deputy City Clerk



**OneMarysville**  
**Post Office Box 16; 617 Broadway Street**  
**Marysville, KS 66508**  
**785-562-3101**

April 9, 2025

Dear Mayor Frye, City Council Members and Mr. Haverkamp:

OneMarysville is pleased to organize the Mother's Day Market Saturday and Sunday, May 10 and 11, 2025, in Marysville City Park.

We request the following from the City of Marysville:

- The electrical outlets and breakers are checked ahead of time and repaired as needed. Please make sure the outlets on the outside of the restroom facilities are working, too.
- Barricade the three entrances to Marysville City Park by 4 p.m. Friday, May 9, 2025. The barricades should be moveable so vendors can drive in and out as they set up.
- Place a "no long-term parking" sign by the playground parking area on Thursday morning, May 8, 2025, and "no long-term camping" signs in the park on Tuesday, May 6, 2025.
- Ask the Marysville Police Department to monitor the Marysville City Park during the evenings of May 9 and 10, 2025 to make sure the barricades are up and no one is cruising through the park.
- We request use of gators and golf carts on May 10 and 11, 2025.
- Place extra trash receptacles in Marysville City Park. Trash barrels need to be checked at the end of both Saturday and Sunday and dumped. With an increase in visitor traffic, we need additional barrels at each of the three entrances to the park, in the gravel parking lot in the center of the park and by each outdoor toilet.
- Place picnic tables near food trucks and food vendors. We will provide a map to help with proper placement.
- Make sure the public restrooms in Marysville City Park are open, clean and well stocked.
- Use of the "Marysville" tent for an Information Center. Please have the city crew erect that tent as well as one of our large white tents on Friday, May 9, 2025. We will work with the city crew on exact placement.
- FYI: G&C Petting Zoo from Holton will be at the Market Saturday, May 10, from 10 a.m. until 3 p.m. This is the same outfit that was here for our Christmas activities in 2024. They will clean up when finished.

For the chicken barbecue on Sunday, May 11, 2025:

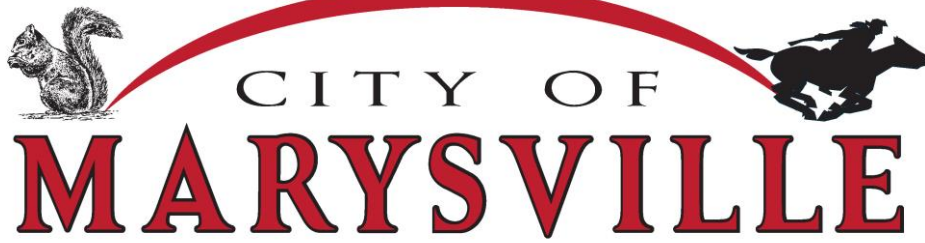
- This year's BBQ will be dine-in, delivery and carry out. We will serve at the Helvering Center from 11 a.m. until 2 p.m. For ease of carry out, we request the "parking spaces" on Elm Street just across from the Helvering Center's awning be blocked so people may park there while we bring them their food.
- Cookers will be placed in the area between Broadway Street and the alley behind the Wagon Wheel. Barricades will need to be placed in this area.

Please contact either Stacy or Wayne with questions. Thank you for all you do to help make this a successful event for Marysville!

Sincerely,

Stacy Wullschleger  
Mother's Day Market Coordinator

Wayne A. Kruse  
Executive Director



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

### Marysville Aquatic Center Rental Agreement

Person Responsible: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail \_\_\_\_\_

Group or Organization: \_\_\_\_\_

Rental Date: \_\_\_\_\_ Hours of Use: \_\_\_\_\_ PM to \_\_\_\_\_ PM

Gates close 15 minutes at the conclusion of the rental time and all guests must be cleared from the pool complex by then.

#### Terms and Conditions of the Rental:

- ◆ The rental must be made through Marysville City Hall, 20 N 8<sup>th</sup>. The rental fee must be paid when reserving the pool.
- ◆ The person responsible will be liable for any and all damage that occurs to the facility during the rental.
- ◆ The person responsible must be over 18 years of age.
- ◆ All City of Marysville, Kansas, Ordinances must be observed, and the Marysville Aquatic Center safety rules will be enforced.
- ◆ All alcoholic and cereal malt beverages are prohibited.
- ◆ All personal property must be removed at the end of the rental.
- ◆ Count will be taken at the party. Additional costs will be billed at \$5 per additional person.
- ◆ Person will be notified 1-2 weeks prior to their rental if there is a staffing issue and there is potential the party may need to be canceled. In the event the party is canceled due to a staffing shortage, the entire rental fee (minus credit card processing fees) will be refunded to the person listed on the rental form.

By signing below, I agree to abide by all of the terms and conditions of this contract and I waive and release any and all rights and claims for damages I may have against the City of Marysville, Kansas, its representatives, employees or authorized agents for any and all injuries or loss of property suffered by me and/or the participates at the facility during the rental.

Signature of Person Responsible \_\_\_\_\_ Date \_\_\_\_\_

Rental Fee: \$ \_\_\_\_\_

Available Rental Times: 7 days a week 8:30 pm to 10:00 pm

#### One and Half-Hour Party Rates:

10-50 people \$250	101-150 people \$350
51-75 people \$275	150+ people \$400
76-100 people \$300	



**CITY OF MARYSVILLE**  
**MATCHING FUNDS AGREEMENT**  
(Downtown Commercial Rehabilitation)

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between **City of Marysville, Kansas**, hereinafter referred to as "GRANTEE" and **Frontier Development Group, LLC**, hereinafter referred to as "OWNERS".

Whereas, the GRANTEE is entering into a Grant Agreement No. **24-CR-010** with the State of Kansas, Department of Commerce;

And, Whereas, the grant awarded under said agreement will facilitate the **rehabilitation of a building owned by OWNERS located at 901-913 Broadway, Marysville, KS.**

Now, therefore, in consideration of the mutual covenants herein contained, and in consideration of the execution of said Grant Agreement by the GRANTEE and completion of the project contemplated by the said Grant Agreement, it is understood and agreed by the parties as follows:

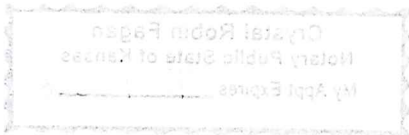
1. The OWNERS recognize and acknowledge the terms of the Grant Agreement No. **24-CR-010**, is familiar with the terms thereof, and agrees to comply with the terms thereof.
2. The OWNERS especially acknowledge the terms of the Grant Agreement in **Part V-B** thereof, which refers to the private match requirement in the Grant Agreement. **The total private match of \$132,245 will be provided by OWNERS for the purpose which the GRANTEE applied to the Department of Commerce for Community Development Block Grant assistance.**
3. In the event that the OWNERS fail to provide the amount of matching funds set forth in Part V-B of the Grant Agreement, the Department of Commerce reserves the right to reduce the amount of funds provided to the GRANTEE for the project by a proportionate amount or to terminate the project entirely.
4. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein.

In witness whereof, the parties have hereunto set their hands the day and year first above written.

**City of Marysville, Kansas**

By: \_\_\_\_\_  
Mayor

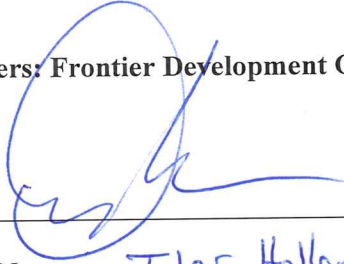
Attest:



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

**CITY OF MARYSVILLE**  
**MATCHING FUNDS AGREEMENT**  
(Downtown Commercial Rehabilitation)  
Page Two of two

**Owners: Frontier Development Group, LLC**

By:   
Name: Tyler Holloman  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Crystal Robin Fagan  
Notary Public State of Kansas  
My Appt Expires 6/24/2018

**City of Marysville  
Repayment Agreement**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the **City of Marysville** (hereinafter the “CITY”) and **Frontier Development Group, LLC** (hereinafter referred to as “PROPERTY OWNER”),

WHEREAS, the CITY is authorized to administer CDBG Commercial Rehabilitation grants utilizing dollars authorized and provided through the State of Kansas and the U.S. Department of Housing and Urban Development;

WHEREAS, the PROPERTY OWNER has applied to the CITY for funding through the CDBG grant program;

WHEREAS, the CITY has determined that the PROPERTY OWNER is qualified for receipt of a Commercial Rehabilitation grant in accordance with all program rules;

WHEREAS, the CITY has the responsibility as the disbursing agent for the proper expenditure of certain federal dollars;

WHEREAS, the PROPERTY OWNER desire that the CITY disburse CDBG grant dollars in accordance with the grant application; and

WHEREAS, the CITY has disbursed **\$135,245** in CDBG Commercial Rehabilitation grant dollars on behalf of the PROPERTY OWNER;

NOW THEREFORE the parties do mutually agree as follows:

1. The property is located at **901-913 Broadway, Marysville, KS.**
2. The PROPERTY OWNER shall commence business operations in the renovated building within one year of the date of issuance of the Certificate of Completion.
3. The PROPERTY OWNER shall continue to own and maintain insurance on the structure rehabilitated with CDBG funds for a period of three (3) years after the date of issuance of the Certificate of Completion.
4. The PROPERTY OWNER shall hold title to the property for a period of three years after the date of issuance of the Certificate of Completion (the Retention Period). In the event the PROPERTY OWNER sells the property within the three years of the date of issuance of the Certificate of Completion the PROPERTY OWNER shall repay the CITY, a sum of money to be calculated on a monthly prorated basis based on the three-year Retention Period.

5. The PROPERTY OWNER further agrees that if the structure is totally destroyed by fire, natural disaster, public condemnation or through other causes within three (3) years after the date of issuance of the Certificate of Completion, the PROPERTY OWNER shall repay to the CITY, out of any insurance proceeds or other compensation received, a sum of money to be computed according to the schedule set forth above; provided, however, if the PROPERTY OWNER received insurance proceeds or other compensation in an amount less than the fair market value of the structure after CDBG funded improvements, then the amount to be repaid shall be limited to the total insurance proceeds or other compensation received which is in excess of the fair market value of the structure prior to the CDBG funded improvements.
6. In the event the PROPERTY OWNER does retain the real property for the full three (3) year Retention Period, this Agreement shall expire and become null and void.
7. If, as a part of the wider project, the PROPERTY OWNER must undertake additional renovations above and beyond that of the Commercial Rehabilitation scope of work as described in the Grant Agreement, the PROPERTY OWNER must begin work on the additional renovations immediately after the date of issuance of the Certificate of Completion.
8. If the PROPERTY OWNER must undertake additional renovations under Section 7, failure to complete work on the additional renovations and commence business operations within one year of the date of issuance of the Certificate of Completion will result in the PROPERTY OWNER being required to pay back all Grant Funds to the CITY. The CITY will forward the funds received from the PROPERTY OWNER for repatriation to the Kansas Department of Commerce.
9. The CITY and PROPERTY OWNER agree and acknowledge this Agreement will be filed as a public record with the Register of Deeds in the County where the real property is located and is intended to provide full public notice of the existence of this security instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

**City of Marysville**

By: \_\_\_\_\_  
 Mayor

Attest:

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

PROPERTY OWNER(S)

[Signature]  
Signed: \_\_\_\_\_

Date: 4/7/25

\_\_\_\_\_  
Signed: \_\_\_\_\_

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

\_\_\_\_\_  
Signed: \_\_\_\_\_

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

SUBSCRIBED AND SWORN TO before me this THU day of APRIL, 2025.

Notary Public: [Signature]

My appointment expires: 6/24/2026

Crystal Robin Fagan  
Notary Public State of Kansas  
My Appt Expires 6/24/2026

**CERTIFICATION OF COMPANY  
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with HB 2482, 2018 Legislative Session, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in HB 2482, 2018 Legislature.

\_\_\_\_\_  
Signature, Title of Contractor

\_\_\_\_\_  
Date

Todd Frye, Mayor

\_\_\_\_\_  
Printed

City of Marysville, KS

\_\_\_\_\_  
Name of Company

**CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN  
THE PROCUREMENT OR OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS**

**WHEREAS**, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, “covered telecommunications equipment or services” is defined as:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**WHEREAS**, a “covered foreign country” means any of the following: (1) The People’s Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism<sup>1</sup>.

**WHEREAS**, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

**WHEREAS**, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

**WHEREAS**, the State of Kansas has an interest in protecting itself against threats related to foreign adversary’s exploitation of vulnerabilities in covered telecommunications equipment.

**THEREFORE**, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

**FURTHERMORE**, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

<sup>1</sup> Designations of a “state sponsor of terrorism” may be found at the U.S. Department of State website. <https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism>.

By signing the below, Contractor acknowledges and agrees to comply with the provisions of this policy.

**CONTRACTOR**

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Date



## **Policy Regarding Sexual Harassment**

**WHEREAS**, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

**WHEREAS**, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

**WHEREAS**, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

**WHEREAS**, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

**NOW THEREFORE**, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

**Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.**

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name

STATE OF KANSAS  
GRANT AGREEMENT NO. **24-CR-010**  
between the

STATE OF KANSAS  
DEPARTMENT OF COMMERCE

and the

**City of Marysville**

**I. Grant Agreement**

A. This Grant Agreement, hereinafter called “Agreement,” is between the State of Kansas, Department of Commerce, and its representative, hereinafter called “Department” and the **City of Marysville**, Kansas, hereinafter called the “Grantee.” This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee’s APPROVED PROJECT APPLICATION dated **DECEMBER 2, 2024**, (attached and incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department’s files) and the GRANTEE HANDBOOK (which is located at <https://www.kansascommerce.gov/wp-content/uploads/2024/11/2024-GRANTEE-HANDBOOK-10-29-2024-update.pdf> and incorporated by reference as Attachment D).

**II. Authority**

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called “the Federal Act.” As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee’s Community Development Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

**III. Description of Activities**

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

**IV. Period of Performance**

The period of performance for all activities assisted by this Agreement shall commence on **APRIL 30, 2025**, hereinafter called the “Commencement Date,” and shall be complete on **APRIL 29, 2027**, hereinafter called the “Completion Date,” except those activities required for close-out and final audit.

**V. Compensation**

- A. In consideration of the Grantee’s satisfactory performance of the work required under this Agreement and the Grantee’s compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$300,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Grantee shall provide **\$132,245** in other sources of funds to this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$300,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.
- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.

- E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of this section are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

#### **VI. Indemnification**

The Grantee shall indemnify, defend, and hold harmless the State of Kansas and its officers and employees from any liabilities, claims, suits, judgments, and damages arising because of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

#### **VII. Obligations of Grantee**

- A. All the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.

#### **VIII. Environmental Review Compliance**

- A. This Agreement is subject to the requirements of the National Environmental Policy Act of 1969 (P.L. 01-190, as amended), and the environmental review procedures as set forth in 24 CFR Part 58. The Grantee shall:
  - 1. Determine the need for an environmental review;
  - 2. Conduct a formal environmental review of the project's environmental impact, if necessary, either through an Environmental Assessment or Categorical Excluded Statutory Checklist review;
  - 3. Maintain a written documentation of the environmental review determination made for the project;
  - 4. Comply with procedures, standards, and guidelines contained in federal statutes and regulations; and
  - 5. Follow required procedures in submitting a Request for Release of Funds (RROF) to the Department and in seeking certification.
- B. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the Department under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- C. The Grantee agrees to assume all the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of the Federal Act. The Grantee shall not delegate the Environmental Review responsibilities.

#### **IX. Program Costs**

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's procedures as described in the Grantee Handbook (the "Department's Procedures") and as required under 2 CFR Part 200. Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total “Small Cities CDBG Funds” expended for “Administration” shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this Agreement.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required under 24 CFR 58 has been completed and the Department has issued the “Notice of Release of Funds.”
- E. Any program activities performed by the Grantee in the period between notification of award and the Commencement Date shall be performed at the sole risk of the Grantee. In the event this Agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during the period of performance shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be more than approved budget; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

**X. Requisition of Grant Funds**

- A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than once a week or in amounts less than \$3,000 and in no more than \$200,000. Requisitions greater than \$200,000 must be pre-approved by the Department.
- B. The Grantee shall establish procedures to ensure that Treasury funds received through requisition process shall be expended within three (3) business days of receipt of the funds in the Grantee depository account.
- C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- D. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

**XI. Depositories for Program Funds**

- A. The Grantee shall maintain a separate record for money received under the Community Development Program. The only funds that shall be included in this record are:
  - 1. Moneys received from the Department.
  - 2. Program income earned through program activities.
- B. Any interest earned on CDBG grant funds shall be remitted to the Department for subsequent return to the United States Treasury.

**XII. Financial Management**

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.

- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
1. Maintenance of separate accounting records and source documentation for the Community Development Program;
  2. Provision for accurate, current and complete disclosure of the financial status of the Program;
  3. Establishment of records of budgets and expenditures for each approved project;
  4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
  5. Provision of financial status reports in the form specified by the Department;
  6. Compliance with the Department's audit requirements (2 CFR Part 200); and
  7. Consistency with generally accepted accounting principles unless a waiver of GAAP has been received by the Grantee from the Department.

### **XIII. Monitoring and Reporting**

- A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Progress Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

### **XIV. Procurement Procedures**

- A. The Grantee shall use established local procurement procedures which reflect applicable federal, State, and local laws and regulations and the Department's Procedures for the establishment of procurement systems.
- B. In accordance with the procurement requirements of the Department's Procedures, the Grantee will give opportunity for free, open, and competitive bidding for each contract to be let by the Grantee that is (a) for more than \$25,000 and (b) for installation, construction, reconstruction, demolition, removal or site improvement work, or other similar work as part of the Program unless the local procurement policy is stricter. Procurement of goods and services procured with only local funds shall be governed by local procurement policies and as further described in the Department's Procedures.
- C. In accordance with the procurement requirements of the Department's Procedures, the Grantee shall follow the "competitive negotiations" requirements for the procurement of consultants and other professional services. The Grantee shall follow Small Purchases requirements for the procurement of supplies or services with costs under \$25,000, including soliciting three quotes from potential vendors.
- D. The Grantee and its subrecipients, if any, must take affirmative steps to ensure that small and minority firms and women-owned enterprises are solicited and used when possible.
- E. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered in support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

## **XV. Bonding Requirements**

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. In accordance with the Department's Procedures, the Department has established bonding and insurance requirements for construction or rehabilitation and the bids and contracts that exceed \$25,000. For all contracts less than \$25,000, the Grantee will follow local policies and procedures relating to bonding and insurance, however, the Department recommends some type of security be secured for these contracts. The following types of bonds are required for contracts \$25,000 and above per Department's Procedures:
- A bid guarantee from each bidder equivalent to five (5) percent of the bid price, secured by a bid bond or certified check;
  - A 100 percent "performance bond" on the part of the contractor to secure fulfillment of all the contractor's obligations under the contract; and
  - A 100 percent "payment bond" on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate, modify and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

## **XVI. Program Income**

- A. For the purposes of this Agreement, "Program Income" is defined in 24 CFR 580.489(e). Program Income means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department. Such income may include proceeds from the sale of real property, interest earned on revolving loan funds, or loan payments. Program Income does not include interest earned on cash advances from the Department.
- B. It is the policy of the Department that funds received by the Grantee considered to be Program Income shall be immediately reported and returned to the Department. The Grantee may only retain Program Income with the direct approval of the Department.

## **XVII. Program Close-out Procedures**

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.
- C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee's files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- D. The Department retains the right to recover any amount of unobligated grant funds.
- E. The Grantee shall account for any property acquired with grant funds or received from the federal or state government in accordance with the Department's property management procedures.

## **XVIII. Termination for Convenience**

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

### **XIX. Suspension or Termination-for-Cause**

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

### **XX. Audit Requirements**

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical to the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Department's Procedures, which have adopted certain aspects of 2 CFR Part 200.
  - 1. If the local government expends \$1,000,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with the Audit Requirements in Subpart F of the 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
  - 2. If the local government expends less than \$1,000,000 in a fiscal year, it will be the option of the Department to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
  - 3. Grantee's will be required to submit the "audit information form" to the Department each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed because of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

### **XXI. Retention of and Access to Records**

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.
- C. Any contract or agreement entered by the Grantee shall contain language comparable to subsection (B) to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.
- D. The Grantee shall make all project files and records available to the public following the Kansas Open Records Act (K.S.A. 42-215, et. seq.) requirements. The Grantee shall be responsible for ensuring public records which are exempt from disclosure are protected.

### **XXII. Conflict of Interest**

- A. The Department has adopted a conflict-of-interest policy that incorporates the provisions of 24 CFR 570.611 and 2 CFR 200.112. The Kansas Conflict of Interest policy can be found in the Grantee Handbook.



- B. This policy is applicable in the procurement of supplies, equipment, construction, and services by Grantees and subrecipients. The policy also covers the acquisition and disposition of real property and the provisions of assistance by the Grantee or subrecipients to individuals, businesses, and other private entities in the form of grants, loans, or other assistance through eligible activities of the program which authorize assistance.
- C. This policy shall apply to any person who is an employee, elected or appointed official, agent, consultant, officer, or any immediate family member or business partner of the above, of the Grantee, or of any designated public agencies, or subrecipients which are receiving CDBG grant funds.
- D. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year afterward.
- E. The Grantee shall incorporate, or cause to be incorporated, in all third-party agreements, a provision prohibiting such conflict of interest pursuant to this Section.
- F. The Grantee shall not employ, nor shall permit any third party to employ, any employee of the Department.

**XXIII. Equal Opportunity**

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended).

**XXIV. Fair Housing**

Grantee will conform with the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing (AFFH). The requirement to affirmatively further fair housing dictates some form of action to be taken by the Grantee, not just passive compliance with existing laws and ordinances. This requirement is applicable to all CDBG funded activities, no matter the activity, and for each year the Grantee has an open CDBG grant.

Fair housing choice is the ability of persons of similar income levels to have available to them a like range of housing choices regardless of race, color, national origin, religion, sex, familial status, or disability. Grantee must make a commitment to affirmatively further fair housing in the community as a recipient of CDBG funds.

The Grantee must:

1. Identify a local contact to be fair housing representative and contact for complaints
2. Propose AFFH activities that inform the public and for each year of open CDBG grant

**XXV. Waiver of Enforcement**

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all the provisions herein.

**XXVI. Reversion of Assets**

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. The Grantee shall use CDBG purchased equipment for the approved project for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by CDBG. The Grantee must maintain property records that include a description of the property, a serial number or like, source of funding, title holder, acquisition date, cost of property, percentage of CDBG contribution to the original purchase, the location, the use and condition of property, and disposition data. The Grantee is required to conduct a physical inventory of the property owned and controlled by the Grantee at least annually. When equipment acquired with CDBG funds is no longer needed for the original project or program, the Grantee shall follow disposition requirements found in 2 CFR 200. Equipment with a fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the Department or HUD.
- C. The title to supplies purchased with CDBG funds will vest upon acquisition in the Grantee. When there is a residual inventory of unused supplies valued at \$10,000 or less, in the aggregate, at the end of the period of performance, the Grantee may retain the unused supplies with no further responsibility to the Department or HUD.

## **XXVII. Change of Use of Real Property**

- A. For real property purchased with CDBG funds, the Grantee may not change the use or planned use of any property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, unless the Grantee provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:
  - 1. The new use of the property qualifies as meeting one of the national objectives and is not a building for the general conduct of government; or
  - 2. The requirements in paragraph (B) of this section are met.
- B. If the Grantee determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (A) of this section, it may retain or dispose of the property for the changed use if the State's CDBG program is reimbursed, at the discretion of the Department. The reimbursement shall be in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. However, if the change in use occurs five (5) years or more after the project closeout, the Grantee shall be allowed to use, or dispose of, the property with no further obligation to the Department or HUD.
- C. Following the reimbursement of the CDBG program in accordance with paragraph (B) of this section, the property will no longer be subject to any CDBG requirements.

## **XXVIII. Labor Provisions**

- A. Except for housing rehabilitation projects on buildings designed to contain fewer than eight (8) units, each construction contract let by the Grantee pursuant to this Program shall comply with the governing federal labor standards and regulations set forth in 29 CFR Parts 1, 3, 5, 6, and 7. As such, the Grantee shall comply with all state and federal requirements pursuant to:
  - 1. Prevailing wage rates;
  - 2. Submittal of payrolls and related reports;
  - 3. Disputes concerning wage rates and classification of labor;
  - 4. Contract work hours and safety standards act overtime compensation;
  - 5. Termination; debarment; subcontractors; and
  - 6. Evidence of completion.
- B. This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and the HUD regulations issued at 24 CFR Part 75.
- C. Grantees must ensure all construction contracts more than \$2,000 comply with all applicable federal labor provisions, including:
  - 1. Section 110, Title I, Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301);
  - 2. Davis-Bacon Act (40 U.S.C. 276a – 276a-5);
  - 3. Copeland “Anti-Kickback” Act (47 U.S.C. 276c);
  - 4. Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 327-333);
  - 5. Fair Labor Standards Act – FLSA (20 U.S.C. 201 et seq);
  - 6. Title 29 Code of Federal Register (CFR), Parts 1, 2, 5, 6, and 7;
  - 7. Federal Labor Standards Compliance in Housing and Community Development Programs Administration and Enforcement Handbook (HUD Handbook No. 1344.1).
- D. All contractors are responsible for paying all employees working on a federally funded project the appropriate Davis-Bacon wage rate on a weekly basis. Other payment schedules such as bi-weekly, bi-monthly, monthly and the like are not acceptable. Contractors must submit payroll records weekly for each week in which any contract work is performed within seven (7) calendar days of the payment date. The Prime Contractor is responsible for submission of payrolls by all subcontractors.
- E. Grantees must develop a compliance and enforcement procedure that ensures all applicable labor standards requirements are met. The Grantee must designate a labor standards compliance officer to review and oversee the labor standards requirements.

**XXIV. Budget Amendments and Other Changes**

- A. During the implementation of the grant project, the Grantee may revise the CDBG budget line items in the CONTRACT PROJECT BUDGET FORM; provided that:
  - 1. The cumulative effect of the revision is to not make line-item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less;
  - 2. The change does not increase any professional services of the CDBG approved budget;
  - 3. The change will not significantly change the scope, location, or objectives of the approved activities; and
  - 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.
- C. The Grantee shall notify the Department if, using other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.
- D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.
- E. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware CDBG regulations prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the general conduct of governmental business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**

*Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.*

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

**DATED BY THE DEPARTMENT OF COMMERCE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.**

STATE OF KANSAS  
DEPARTMENT OF COMMERCE

By: \_\_\_\_\_  
CDBG Program  
Kansas Department of Commerce

By: \_\_\_\_\_  
Notary Public, State of Kansas

**City of Marysville,** Kansas  
(Grantee)

By: \_\_\_\_\_  
(Name) (Title)

(SEAL)

ATTEST: \_\_\_\_\_  
(For the Grantee)

## SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **JANUARY 24, 2025**.
2. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$1,000,000 or more of total federal funds from all sources must have an annual audit.
3. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
4. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.
5. The Grantee shall adhere to the Build America Buy America Act ("BABA"), as codified in 41 U.S.C. § 8301, and 2 C.F.R. Part 184 and in conformance with the Department's Procedures. Grantee understands that none of the funds provided under this award may be used for an infrastructure project unless:
  - (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
  - (2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
  - (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

*Incorporation into an infrastructure project.* The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

*Categorization of articles, materials, and supplies.* An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

*Application of the Buy America Preference by category.* An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

*Determining the cost of components for manufactured products.* In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

*Construction material standards.* The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- (5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- (6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
- (7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- (8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

Project Budget Form (Form B)

CDBG-CR / 24

Activity	CDBG Funds	Other Funds	Total Cost
1. Proposed Project: (whole dollars)			
A) Building Rehabilitation	\$ 300,000.00	\$ 44,375.00	\$ 344,375.00
B) Property Acquisition			\$ -
C) Historic Preservation			\$ -
			\$ -
E) Engineering Design ***			\$ -
F) Construction Inspection			\$ -
G) Architectural Services		\$ 56,370.00	\$ 56,370.00
H) Other Professional Services*		\$ 2,000.00	\$ 2,000.00
<b>Total Cost</b>	<b>\$ 300,000.00</b>	<b>\$ 102,745.00</b>	<b>\$ 402,745.00</b>
2. Administration			
A) Administrative Activities		\$ 29,500.00	\$ 29,500.00
B) Legal**			\$ -
C) Audit			\$ -
<b>Total, Administration</b>	<b>\$ -</b>	<b>\$ 29,500.00</b>	<b>\$ 29,500.00</b>
4. Total, All Activities	\$ 300,000.00	\$ 132,245.00	\$ 432,245.00

*Other professional services; please explain:	permits
** Provide explanation of need of these expenses:	

-CR-010

Source of Other Funds
Owner Cash
Owner Cash
Owner Cash
Owner Cash



**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF MARYSVILLE, KANSAS  
HELD ON APRIL 14, 2025**

The City Council (the "Governing Body") met in regular session at the usual meeting place in the City at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

Among other business, in accordance with Resolution No. 2025-02, published on April 3, 2025, in the official City newspaper, a public hearing was held by the governing body relating to the proposed establishment of a Reinvestment Housing Incentive District within the City and adopting a plan for the development of housing and public facilities in such District. At the hearing, each project proposed for the District was identified and explained, and the developer that will contract with the City to undertake such project was identified. Following the presentation, all interested persons were afforded an opportunity to present their views on the establishment of the District and the proposed projects. Thereafter the public hearing was closed.

Following the close of the public hearing, there was presented to the governing body an Ordinance entitled:

**AN ORDINANCE OF THE CITY OF MARYSVILLE, KANSAS, ESTABLISHING  
A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY  
AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND  
PUBLIC FACILITIES IN SUCH DISTRICT, AUTHORIZING THE EXECUTION  
OF A DEVELOPMENT AGREEMENT, AND MAKING CERTAIN FINDINGS IN  
CONJUNCTION THEREWITH (KOESTER REINVESTMENT HOUSING  
INCENTIVE DISTRICT).**

Councilmember \_\_\_\_\_ moved that the Ordinance be passed. The motion was seconded by Commissioner \_\_\_\_\_. The Ordinance was duly read and considered, and upon being put, the motion for the passage of the Ordinance was carried by the following vote of the Governing Body:

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

The Mayor declared the Ordinance duly passed and the ordinance was duly numbered Ordinance No. \_\_\_\_\_, was signed by the Mayor and attested by the City Clerk, and was directed to be published one time in the official City newspaper.

\* \* \* \* \*

(Other Proceedings)

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Marysville, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

---

City Clerk

(Published in the *Marysville Advocate* on April 24, 2025)

**ORDINANCE NO. 1943**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, KANSAS, ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (KOESTER REINVESTMENT HOUSING INCENTIVE DISTRICT).**

---

**WHEREAS**, the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes cities incorporated in accordance with the laws of the state of Kansas (the “State”) to designate reinvestment housing incentive districts within such city; and

**WHEREAS**, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

**WHEREAS**, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a reinvestment housing incentive district and providing the legal description of property to be contained therein; and

**WHEREAS**, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of the Kansas Department of Commerce (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

**WHEREAS**, if the Secretary agrees with such findings, such city may proceed with the establishment of a reinvestment housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

**WHEREAS**, the governing body (the “Governing Body”) of the City of Marysville, Kansas (the “City”) has performed a Housing Needs Analysis dated August 15, 2024 (the “Analysis”), a copy of which is on file in the office of the City Clerk; and

**WHEREAS**, Resolution No. 2024-21 adopted by the Governing Body made certain findings relating to the need for financial incentives for the construction of quality housing within the City, declared it advisable to establish a reinvestment housing incentive district pursuant to the Act and authorized the submission of such Resolution and the Analysis to the Kansas Department of Commerce in accordance with the Act; and

**WHEREAS**, the Secretary of the Kansas Department of Commerce authorized the City to proceed with the establishment of a reinvestment housing incentive district pursuant to the Act; and

**WHEREAS**, the City has caused to be prepared a plan (the “Plan”) for the development or redevelopment of housing and public facilities in the proposed Koester Reinvestment Housing Incentive District (the “District”) in accordance with the provisions of the Act; and

**WHEREAS**, the Plan includes:

1. The legal description and map required by K.S.A. 12-5244(a);
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows that the public benefits derived from such District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District.

**WHEREAS**, the Governing Body has adopted Resolution No. 2025-02, which made a finding that the City is considering establishing the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for April 14, 2025, and provided for notice of such public hearing as provided in the Act; and

**WHEREAS**, a public hearing was held on April 14, 2025, after notice was duly published and delivered in accordance with the provisions of the Act; and

**WHEREAS**, upon and considering the information and public comments received at the public hearing, the Governing Body hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

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

**Section 1. Findings.** The Governing Body hereby finds that notice of the public hearing conducted April 14, 2025, was duly made in accordance with the provisions of the Act.

**Section 2. Creation of Reinvestment Housing Incentive District.** The Koester Reinvestment Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property:

A tract of land in Block 10 of Ballard & Morral's Addition to the City of Marysville, Marshall County, Kansas, prepared by Clint J. Friedrichs, PS #1709 on July 26, 2024, being more particularly described as follows:

BEGINNING at the northwest (NW) corner of said Block 10;

THENCE North 90°00'00" East along the north line of said Block 10 for a distance of 141.52 feet to the northwest (NW) corner of a tract as described in Deed Book 299 at Pages 636-638;

THENCE South 00°05'26" East along the west line of said tract for a distance of 81.37 feet;

THENCE South 38°02'00" West along the west line of said tract for a distance of 47.24 feet;

THENCE South 50°27'57" West for a distance of 3.80 feet;

THENCE North 89°43'20" West for a distance of 109.00 feet to the west line of said Block 10;

THENCE North 00°17'24" West along said west line for a distance of 120.47 feet to the POINT OF BEGINNING.

Containing 0.38 acres (16,452.28 sqft) more or less. Subject to all easements, restrictions and right-of-way both visible and of record.

(The bases of bearings for said description are based on the North line of said Block 10 being North 90°00'00" East)

Together with public rights-of-way adjacent thereto

The District's boundaries do not contain any property not referenced in Resolution No. 2025-02, which provided notice of the public hearing on the creation of the District and adoption of the Plan.

**Section 3. Approval of Development Plan and Development Agreement.** The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby approved. In addition, the City is authorized to enter into a Development Agreement relating to the Koester Reinvestment Housing Incentive District between the City and the developer thereof and the construction and payment of improvements related thereto in substantially the form presented to the Governing Body, with such changes or modifications as may be approved by the City Administrator and as may be approved as to form by the City Attorney. The Mayor is hereby authorized to execute the Development Agreement and such other documents as may be necessary to implement the intent of this Resolution and the Development Agreement, as may be approved by the City Administrator, by and on behalf of the City and the City Clerk is hereby authorized to attest such signature.

**Section 4. Adverse Effect on Other Governmental Units.** If, within 30 days following the conclusion of the public hearing on April 14, 2025, either of the following occurs, the Governing Body shall take action to repeal this Ordinance:

(a) The Board of Education of Unified School District No. 364, Marshall County, Kansas (Marysville), determines by resolution that the District will have an adverse effect on such school district; or

(b) The Board of County Commissioners of Marshall County, Kansas, determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of either Unified School District No. 364, Marshall County, Kansas (Marysville) or of Marshall County, Kansas.

**Section 5. Further Action.** The Mayor, City Administrator, City Clerk, city officials and employees, including the City Attorney, and Gilmore & Bell, P.C., are hereby further authorized and

directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

**Section 6. Effective Date.** This Ordinance shall be effective upon its passage by the Governing Body and publication one time in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**PASSED** by the Governing Body of the City of Marysville, Kansas, and **SIGNED** by the Mayor on April 14, 2025.

(SEAL)

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**CERTIFICATE**

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that the Ordinance was passed on April 14, 2025; that the record of the final vote on its passage is found on page \_\_\_\_ of journal \_\_\_\_; and that it was published in the official City newspaper on April 24, 2025.

DATED: April 24, 2025.

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City Clerk



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**DEVELOPMENT AGREEMENT  
(KOESTER RHID PROJECT)**

**between**

**CITY OF MARYSVILLE, KANSAS**

**and**

**FRONTIER DEVELOPMENT GROUP LLC**

**DATED AS OF APRIL 14, 2025**

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## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** is into by and among the **CITY OF MARYSVILLE, KANSAS**, a municipal corporation duly organized and existing under the laws of the State of Kansas (the “City”) and **FRONTIER DEVELOPMENT GROUP LLC**, a Kansas limited liability company (the “Developer”). The Developer and the City are each a “Party” and collectively the “Parties.”

### **RECITALS**

**WHEREAS**, on [\_\_\_\_\_], the City passed Ordinance No. [\_\_\_\_] creating a Reinvestment Housing Incentive District (the “District”) and approving a Development Plan (the “Development Plan”) pursuant to K.S.A. 12-5241 *et seq.* (the “RHID Act”); and

**WHEREAS**, the District consists of property generally located at the southeast corner of the intersection of 9<sup>th</sup> Street and Broadway in the City, and is legally described and depicted on **Exhibit A** attached hereto; and

**WHEREAS**, the City and the Developer desire to enter into this Agreement to address matters related to development of the District, the implementation of the Development Plan, and payment of Eligible Project Costs.

**NOW, THEREFORE**, in consideration of the foregoing, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

### **ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION**

**Section 1.01. Rules of Construction.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement.

- A. The terms defined in this Article include the plural as well as the singular.
- B. All accounting terms not otherwise defined herein will have the meanings assigned to them, and all computations herein provided for will be made, in accordance with generally accepted accounting principles.
- C. All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- D. All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

F. The Article and Section headings herein are for convenience only and will not affect the construction hereof.

G. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The provisions of the Development Plan, and such resolutions and ordinances of the City adopted by the City Council which designate the District and adopt the Development Plan, and the provisions of the RHID Act, as amended, are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof.

**Section 1.02. Definitions of Words and Terms.** Capitalized words used in this Agreement will have the meanings set forth in the Recitals to this Agreement or they will have the following meanings:

“**Agreement**” means this Development Agreement, as amended from time to time.

“**Certificate of Eligible Project Costs**” means a certificate relating to Eligible Project Costs in substantially the form attached hereto as **Exhibit B**.

“**Certificate of Full Completion**” means a certificate evidencing Full Completion of the Project, in substantially the form attached hereto as **Exhibit C**.

“**City**” means the City of Marysville, Kansas.

“**City Event of Default**” means any event or occurrence defined in **Section 8.02** of this Agreement.

“**City Representative**” means the Mayor or City Administrator of the City, and such other person or persons at the time designated to act on behalf of the City in matters relating to this Agreement.

“**Construction Plans**” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“**County**” means Marshall County, Kansas.

“**Developer**” means Frontier Development Group LLC a Kansas limited liability company, and any successors and assigns approved pursuant to this Agreement.

“**Developer Event of Default**” means any event or occurrence defined in **Section 8.01** of this Agreement.

“**Development Plan**” means the Development Plan for the District which was approved by the City pursuant to Ordinance No. [\_\_\_\_].

“**District**” means the Koester Reinvestment Housing Incentive District created by the City by the passage of Ordinance No. [\_\_\_\_], pursuant to the RHID Act, and legally described and depicted on **Exhibit A** hereto.

“**Eligible Project Costs**” means that portion of the costs of the Project which are reimbursable to the Developer pursuant to the provisions of K.S.A. 12-5249, including associated legal, engineering and project finance costs, all as more specifically described on **Exhibit D** attached hereto and incorporated herein by this reference.

**“Event of Default”** means any City Event of Default or Developer Event of Default, as applicable.

**“Excusable Delays”** means any delay beyond the reasonable control of the Party affected, caused pandemics and large scale medical emergencies, damage or destruction by fire or other casualty, power failure, strike, shortage of materials, unavailability of labor, delays in the receipt of Permitted Subsequent Approvals as a result of unreasonable delay on the part of the applicable Governmental Authorities, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which include but is not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

**“Governmental Approvals”** means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Project and consistent with the Development Plan, the Site Plan, and this Agreement.

**“Governmental Authorities”** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

**“Pay As You Go”** has the meaning set forth in Section 4.02.

**“Permitted Subsequent Approvals”** means the building permits and other Governmental Approvals customarily obtained prior to construction which have not been obtained on the date that this Agreement is executed, which the City or other governmental entity has not yet determined to grant.

**“Plans”** means Site Plans, Construction Plans and all other Governmental Approvals necessary to construct the Project in accordance with City Code, applicable laws of Governmental Authorities and this Agreement.

**“Project”** means the renovation of existing buildings more than 25 years of age and located within a central business district into a multifamily residential complex consisting of 10-15 units.

**“Project Budget”** means the project budget as set forth in Exhibit D hereto.

**“RHID Act”** means K.S.A. 12-5241 *et seq.*, as amended and supplemented from time to time.

**“RHID Costs Cap”** means \$2,410,000.

**“RHID Increment Fund”** means the Koester RHID Increment Fund, created pursuant to the RHID Act and Section 4.03 hereof.

**“RHID Incremental Tax Revenues”** means that amount of eligible ad valorem taxes paid from the Marshall County Treasurer to the Treasurer of the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District and construction of the Project.

**“RHID Term”** means the timeframe commencing the date the ordinance approving the Development Plan becomes effective to the earlier of (i) 25 years from such date, or (ii) payment to Developer of all Eligible Project Costs (in an amount not in excess of the RHID Costs Cap), unless otherwise terminated in accordance with the terms of this Agreement.

“**Site Plans**” means the final site plan for the District submitted by the Developer to the City and approved by the City pursuant to applicable City ordinances, regulations and City Code provisions, which may be approved as a whole or approved in phases or stages.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

### **Section 2.01. Representations of the Developer.**

The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer’s knowledge:

A. ***Corporate Organization.*** The Developer is duly organized and existing under the laws of the State of Kansas. Throughout the term of this Agreement, the Developer agrees to remain in good standing and authorized to do business in the State of Kansas.

B. ***Due Authority.*** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

C. ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

D. ***No Litigation.*** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Project, the Developer or any officer, director, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

E. ***No Material Change.*** (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer’s ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

F. ***Governmental or Corporate Consents.*** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, other than Permitted Subsequent Approvals.

G. **No Default.** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

H. **Approvals.** Except for Permitted Subsequent Approvals, the Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for Permitted Subsequent Approvals, the Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. The Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

I. **Construction Permits.** Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.

J. **Compliance with Laws.** The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

K. **Other Disclosures.** The information furnished to the City by the Developer (including through any of Developer's representatives) in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

L. **Project.** The Developer represents and warrants that the District is sufficient to construct the Project as contemplated in the Development Plan and this Agreement.

**Section 2.02. Conditions to the Effectiveness of this Agreement.** Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer will submit the following documents to the City:

A. A copy of the Developer's organizational documents, certified by the Secretary of State of the State of Kansas; and

B. A certified copy of the Developer's operating agreement; and

C. A Certificate of Good Standing for the Developer, certified by the Secretary of State of the State of Kansas within the preceding 90 days; and

D. A tax clearance certificate for the Developer issued by the Kansas Department of Revenue within the preceding 90 days.



**Section 2.03. Nullification.** This Agreement will be void if the District is nullified in the manner set forth in K.S.A. 12-5246.

### ARTICLE III

#### THE PROJECT; CONSTRUCTION

**Section 3.01. Project Budget.** The Project will be constructed substantially in accordance with the Project Budget attached as **Exhibit D** hereto.

**Section 3.02. Project Improvements.** The Developer will complete or cause to be completed the Project improvements within the District, including all improvements appurtenant thereto.

**Section 3.03. Project Schedule.**

A. Within 12 months following the execution of this Agreement, Developer will commence or cause to be commenced and will promptly thereafter diligently prosecute to completion the construction of the Project.

B. Within 36 months following the commencement of construction, Developer will complete the Project.

C. The completion of the Project will be evidenced by Developer's delivery of a Certificate of Full Completion in accordance with **Section 3.06** of this Agreement.

D. Subject to Excusable Delays, once the Developer has commenced construction of the Project, Developer will not permit cessation of work on the Project for a period in excess of 45 consecutive working days or 90 days in the aggregate (but excluding weekends and holidays) without prior written consent of the City.

**Section 3.04. Project Design; Governmental Approvals.**

A. The District will be developed, and the Project constructed, in accordance with the Development Plan, this Agreement, and the Plans submitted by the Developer and approved by the City. Any "substantial changes" must be mutually agreed upon in writing among the Developer and the City and will be made only in accordance with the RHID Act.

B. Before commencement of construction or redevelopment of any buildings, structures or other work or improvements, the Developer will, at its own expense, secure or cause to be secured any and all permits and approvals (including but not limited approvals related to the site plan, zoning, planning and platting approvals) which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The City will cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and will diligently process, review and consider all such permits and approvals as may be required by law; except provided that the City will not be required to issue any such permits or approval for any portion of the Project not in conformance with the Development Plan or this Agreement.

C. Before commencement of construction or development of any public improvements necessary to serve the District, the Developer will, at its own expense, provide, or cause to be provided, to the City engineered drawings for the proposed sanitary sewer, water, storm sewer, street, curbing, sidewalk,

and any other public infrastructure improvements necessary within the District and the extension of sanitary sewer and water improvements to serve the District. The submitted drawings must be approved by the City prior to the commencement of any work and will be in accordance with City guidelines, City Code, and any applicable State and Federal Regulations. All public improvements will be located in the public right of way or properly recorded easements.

D. Certificates of occupancy for structures within the District will be granted in accordance with City Code. Nothing in this Agreement will constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City Code and applicable State law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement requires the reasonable exercise of the City's discretionary zoning authority by the City's Planning Commission and governing body in accordance with City Code and applicable State law.

**Section 3.05. Rights of Access.** Representatives of the City will have the right of access to the Project, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, improving, equipping, repairing and installing the Project, so long as they comply with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City will carry proper identification, will insure their own safety, assuming the risk of injury, and will not interfere with the construction activity.

**Section 3.06. Certificate of Full Completion.**

A. Promptly after completion of the Project in accordance with the provisions of this Agreement, Developer will submit a Certificate of Full Completion to the City in substantially the form attached as **Exhibit C**. "Full completion" means that Developer has completed the Project in a manner consistent with the Development Plan.

B. The City will, within 30 days following receipt of the Certificate of Full Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Full Completion. The City's execution of the Certificate of Full Completion will constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the Project. If the City has not executed or rejected said Certificate in writing within 45 days following receipt, the Certificate will be deemed approved.

**ARTICLE IV**

**REIMBURSEMENT OF ELIGIBLE PROJECT COSTS**

**Section 4.01. Eligible Project Costs, Generally.** In consideration for the Developer's agreement to construct the Project, and subject to the terms of this Agreement, the City agrees to reimburse Developer for Eligible Project Costs. The City will only be obligated to reimburse Developer from available RHID Incremental Tax Revenues and will have no obligation to reimburse Developer from any other source of funds.

**Section 4.02. Developer to Advance Costs; No Bonds Will Be Issued.** The Developer agrees to advance all Eligible Project Costs as necessary to complete the Project. No general obligation or special

obligation bonds will be issued by the City for the Project (other than industrial revenue bonds). Developer may be reimbursed by the City for Eligible Project Costs from RHID Incremental Tax Revenues as funds are collected (the “Pay As You Go” method), and the City will have no obligation to reimburse Developer from any other source of funds.

**Section 4.03. RHID Increment Fund; Reimbursement of Eligible Project Costs.**

A. ***Creation of Fund; Deposit of Incremental Tax Revenues.*** The City will establish and maintain a separate fund and account known as the Koester RHID Increment Fund (the “RHID Increment Fund”). All RHID Incremental Tax Revenues will be deposited into the RHID Increment Fund.

B. ***Reimbursement from the RHID Increment Fund.*** All disbursements from the RHID Increment Fund will be made only to pay or reimburse payment of Eligible Project Costs. The City will have sole control of the disbursements from the RHID Increment Fund. To the extent that the Developer has certified Eligible Project Costs that remain unreimbursed, and RHID Incremental Tax Revenues are available in the RHID Increment Fund, such disbursements will be made on a Pay As You Go basis no more than **twice annually**, such payments due on each February 10 and August 10 during the RHID Term; provided, no disbursements will be made to Developer from the RHID Increment Fund until a Certificate of Full Completion is executed by the City. In no event will Developer be reimbursed from the RHID Increment Fund in an amount in excess of the RHID Costs Cap. The City will have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Marshall County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District.

The City may, to the extent permitted by law, continue to use any surplus amounts of RHID Incremental Tax Revenues after reimbursing Developer for Eligible Project Costs equal to the RHID Costs Cap for any purpose authorized by the RHID Act and Development Plan until such time as the Project is completed, but for not to exceed 25 years from the effective date of the ordinance approving the Development Plan.

**Section 4.04. Reimbursement Requests.**

A. ***Form for Requests.*** All requests for reimbursement of Eligible Project Costs will be made in a Certificate of Eligible Project Costs submitted by the Developer in substantial compliance with the form attached hereto as **Exhibit B**.

B. ***Reimbursement Requests.*** Developer may submit Certificates of Eligible Project Costs no more frequently than every six months.

C. ***Actual Costs Incurred.*** The Developer will submit Certificates of Eligible Project Costs only for such costs actually incurred by the Developer.

D. ***Evidence of Eligible Project Costs.*** The Developer will provide itemized invoices, receipts or other information reasonably requested, if any, to confirm that costs submitted in any Certificate of Eligible Project Costs have been paid and qualify as Eligible Project Costs and will further provide a summary sheet detailing the costs requested to be reimbursed. Such summary sheet will show the date such cost was paid, the payee, a brief description of the type of cost paid, and the amount paid. The Developer will provide such additional information as reasonably requested by the City to confirm that such costs have been paid and qualify as Eligible Project Costs.

E. ***City Inspection.*** The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certificate of Eligible Project Costs is submitted to

examine the Developer's and others' records regarding all expenses related to the invoices to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

F. ***City Review of Eligible Project Costs.*** The City will have 30 calendar days after receipt of any Certificate of Eligible Project Costs to review and respond by written notice to the Developer. If the submitted Certificate of Eligible Project Costs and supporting documentation demonstrates that (1) the request relates to the Eligible Project Costs and is permitted under this Agreement; (2) the expense has been paid; (3) Developer is not in material default under this Agreement or any other agreement between the Developer and the City; and (4) there is no fraud on the part of the Developer, then the City will approve the Certificate of Eligible Project Costs and make, or cause to be made, reimbursement to Developer from the RHID Increment Fund in accordance with the terms of this Agreement, within 30 days of the City's approval of the Certificate of Eligible Project Costs (provided money is then available in the fund to pay such approved reimbursement). If the City reasonably disapproves of the Certificate of Eligible Project Costs, the City will notify the Developer in writing of the reason for such disapproval within such 30-day period. The Developer may revise and resubmit the Certificate of Eligible Project Costs, and the City will review and approve (or disapprove) the revised certificate in accordance with this Section. Approval of a Certificate of Eligible Project Costs will not be unreasonably withheld.

**Section 4.05. Right to Inspect and Audit.** The Developer agrees that, up to one year after the later of completion of the Project or the City's approval of any Certificate of Eligible Project Costs, the City, with reasonable notice and during normal business hours, will have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to the Eligible Project Costs (including, but not limited to, all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices).

## ARTICLE V

### USE OF THE DISTRICT

**Section 5.01. Land Use Restrictions.** At all times while this Agreement is in effect, the Developer agrees that the Project will be utilized in conformance with City Code and zoning requirements and all other types of land uses are prohibited in the Project or on the property within the District.

**Section 5.02. Ongoing Performance Standards.** The Project must achieve the following ongoing performance standards:

A. ***Continuous Operation.*** The Project may not suffer an interruption in its operations longer than 30 consecutive days or 60 days in any calendar year in the aggregate, subject to force majeure or other Excusable Delays. If the Project's operations are interrupted in violation of this Section, the City can cease payment of all remaining incentives, including for reimbursement of Certificates of Eligible Project Costs previously submitted, and terminate this Agreement.

B. ***Maintenance.*** Developer will maintain the Project, public access drives, the parking areas, the private road network, landscape areas, and open space areas within the District to the reasonable satisfaction of the City. Developer will repair any and all damage to such areas in a timely manner in accordance with all applicable codes and property maintenance standards required by the City.

C. **Operations.** The Project will comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer will, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Project, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses.

**Section 5.03. Taxes, Assessments, Encumbrances and Liens.**

A. So long as the Developer holds any interest in the real property within the District, the Developer will pay when due all real estate taxes and assessments on such property within the District. Nothing herein will be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. The Developer and any other owners of real property interests in the District will promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's or such other owners' property within the District.

B. Subject to **Section 5.04**, Developer agrees that no mechanics' or other liens will be established or remain against the Project, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer will not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Developer hereby agrees and covenants to indemnify and hold harmless the City in the event any liens are filed against the Project as a result of acts of the Developer, its agents or independent contractors.

**Section 5.04. Financing During Construction; Rights of Holders.**

A. **No Encumbrances Except Mortgages during Construction.** Notwithstanding any other provision of this Agreement, mortgages are permitted for the acquisition, construction, renovation, improvement, equipping, repair and installation of the Project and to secure permanent financing thereafter. However, nothing contained in this paragraph is intended to permit or require the subordination of general property taxes, special assessments or any other statutorily authorized governmental lien to be subordinate in the priority of payment to such mortgages.

B. **Holder Not Obligated to Construct Improvements.** The holder of any mortgage authorized by this Agreement will not be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor will any covenant or any other provision in the deed for the Project be construed so to obligate such holder. Nothing in this Agreement will be deemed to construe, permit or authorize any such holder to devote the Project to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

C. **Notice of Default to Mortgage Holders; Right to Cure.** With respect to any mortgage granted by Developer as provided herein, whenever the City delivers any notice or demand to Developer with respect to any breach or default by the Developer in completion of construction of the Project, the City will at the same time deliver to each holder of record of any mortgage authorized by this Agreement a copy of such notice or demand, but only if City has been requested to do so in writing by Developer. Each such holder will (insofar as the rights of the City are concerned) have the right, at its option, within 60 days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the

cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement will be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Project or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to and with the City. The holder, in that event, must agree to complete, in the manner provided in this Agreement, that portion of the Project to which the lien or title of such holder relate, and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations.

D. **Construction Period.** The restrictions on Developer financing in this Section are intended to and apply only to financing during the construction period of the Project and any financing obtained in connection therewith. Nothing in this Agreement is intended or will be construed to prevent the Developer from obtaining any financing for the Project or any aspect thereof.

## ARTICLE VI

### ASSIGNMENT; TRANSFER

#### Section 6.01. Transfer of Obligations.

A. The rights, duties and obligations hereunder of the Developer may not be assigned, in whole or in part, to another entity, without the prior approval of the City Council by resolution following verification by the City Attorney that the assignment complies with the terms of this Agreement. Any proposed assignee will have qualifications and financial responsibility, as reasonably determined by the City Administrator, necessary and adequate to fulfill the obligations of the Developer with respect to the portion of the Project being transferred. Any proposed assignee must, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the Project, such obligations, conditions and restrictions to the extent that they relate to such portion). The Developer will not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer.

B. The Parties' obligations pursuant to this Agreement, unless earlier satisfied, will inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties as if they were in every case specifically named and will be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no tenant of any part of the Project will be bound by any obligation of the Developer solely by virtue of being a tenant; provided, however, that no transferee or owner of property interests within the Project except the Developer will be entitled to any rights whatsoever or claim upon the RHID Incremental Tax Revenues as set forth herein.

C. The foregoing restrictions on assignment, transfer and conveyance will not apply to any security interest granted to secure indebtedness to any construction or permanent lender.

**Section 6.02. Corporate Reorganization.** Nothing herein will prohibit (or require City approval to allow) Developer from forming additional development or ownership entities to replace or joint venture with Developer for the purpose of business and/or income tax planning; provided that Developer, or an entity controlled by Developer, owns not less than 51% of any new or restructured company.

## ARTICLE VII

### GENERAL COVENANTS

#### **Section 7.01. Indemnification of City.**

A. Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, the “City Indemnified Parties”) harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorney’s fees, resulting from, arising out of, or in any way connected with:

1. The Developer’s actions and undertaking in implementation of the Project or this Agreement; and
2. The negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment, construction, and operation of the Project.
3. Any delay or expense resulting from any litigation filed against the Developer by any member or shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor.

This section will not apply to willful misconduct or gross negligence of the City or its officers, employees or agents. This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act (“RCRA”; 42 U.S.C. Section 6901 et seq.) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer’s activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an “Action”) is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties will give prompt notice to the Developer of the occurrence of such event.

C. The right to indemnification set forth in this Agreement will survive the termination of this Agreement.

**Section 7.02. Insurance.** Developer will maintain or cause to be maintained insurance with respect to the Project covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker’s compensation and general liability) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect the Developer and the Project.

Throughout the term of this Agreement, Developer agrees to provide the City upon request evidence of property insurance and a certificate of liability insurance demonstrating compliance with this **Section 7.02**.

**Section 7.03. Obligation to Restore.**

A. ***Restoration of Project by Developer.*** The Developer hereby agrees that if any portion of the Project owned by Developer, or controlled by the Developer or the principals of the Developer, becomes damaged or destroyed, in whole or in part, by fire or other casualty, the Developer will promptly restore, replace or rebuild the same, or will promptly cause the same to be restored, replaced or rebuilt, to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the City, which approval will not be unreasonably withheld. In the event of damage or destruction by fire or other casualty to any of the Project owned by Developer, or controlled by the Developer or the principals of the Developer, irrespective of the amount of such damage or destruction, Developer will make the property safe and in compliance with all applicable laws as provided herein.

B. ***Restoration of Project by Third Parties.*** If any portion of the Project controlled by an owner, lessee or sublessee other than Developer becomes damaged or destroyed, in whole or in part, by fire or other casualty, such owner, lessee or sublessee will promptly restore, replace or rebuild the same (or will promptly cause the same to be restored, replaced or rebuilt) to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the Developer and the City, which approval will not be unreasonably withheld. This obligation will be a covenant running with the land and will be enforceable against all businesses operating in the Project and will only terminate upon the passage by the City of an ordinance terminating this Agreement or the expiration of this Agreement. Every owner, lessee, sublessee or occupant in the Project acknowledges, by accepting a deed, lease, sublease or other occupancy right in the Project, that the City is an intended third-party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against such owner, lessee, sublessee or occupant.

C. ***Enforcement.*** The restrictions set forth in this Section are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.

**Section 7.04. Non-liability of Officials, Employees and Agents of the City.** No recourse will be had for the reimbursement of the Eligible Project Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

## ARTICLE VIII

### DEFAULTS AND REMEDIES

**Section 8.01. Developer Event of Default.** A “**Developer Event of Default**” means a default in the performance of any obligation or breach of any covenant or agreement of the Developer in this Agreement and continuance of such default or breach for a period of 30 days after City has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and Developer is diligently attempting to remedy such default or breach, such



default or breach will not constitute a Developer Event of Default if Developer promptly upon receipt of such notice diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch. Default or breach of any other contract, lease, or agreement between the City and the Developer will also constitute a “Developer Event of Default” under this Agreement.

**Section 8.02. City Event of Default.** A “City Event of Default” means a default in the performance of any obligation or breach of any covenant or agreement of the City in this Agreement and continuance of such default or breach for a period of 30 days after there has been given to the City by the Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach will not constitute a City Event of Default if the City immediately upon receipt of such notice diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch.

**Section 8.03. Remedies Upon a Developer Event of Default.**

A. Upon the occurrence and continuance of a Developer Event of Default, the City will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The City will have the right to terminate this Agreement or terminate Developers’ rights under this Agreement.

2. The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default.

B. Upon termination of this Agreement for any reason, the City will have no obligation to reimburse Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer.

C. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Developer will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City will continue as though no such proceeding had been instituted.

D. The exercise by the City of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City will apply to obligations beyond those expressly waived.

E. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section will not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Developer will be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

**Section 8.04. Remedies Upon a City Event of Default.**

A. Upon the occurrence and continuance of a City Event of Default the Developer will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The Developer will have the right to terminate the Developer's obligations under this Agreement;

2. The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting from such City Event of Default.

B. If the Developer has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Developer, then and in every case the Developer and the City will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Developer will continue as though no such proceeding had been instituted.

C. The exercise by the Developer of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Developer will apply to obligations beyond those expressly waived.

D. Any delay by the Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph will not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the Developer of any specific default by the Developer will be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

**Section 8.05. Excusable Delays.** Neither the City nor the Developer will be deemed to be in default of this Agreement because of an Excusable Delay.

**Section 8.06. Legal Actions.** Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Marshall County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

**ARTICLE IX**

**GENERAL AND SPECIAL PROVISIONS**

**Section 9.01. Mutual Assistance.** The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.

**Section 9.02. Effect of Violation of the Terms and Provisions of this Agreement; No Partnership.** The City is deemed the beneficiary of the terms and provisions of this Agreement, for and

in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement will run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Project or the District. The City will have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein will be construed as creating a partnership between the Developer and the City.

**Section 9.03. Time of Essence.** Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

**Section 9.04. Amendments.** This Agreement may be amended only by the mutual consent of the Parties, by the adoption of a resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

**Section 9.05. Agreement Controls.** The Parties agree that the Development Plan will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project, the payment of Eligible Project Costs and all other methods of implementing the Development Plan. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in the Development Plan and that expand upon the estimated and anticipated sources and uses of funds to implement the Development Plan. Nothing in this Agreement will be deemed an amendment of the Development Plan. Except for (i) any lease agreement between the City and the Developer related to property located within the boundaries of the District or (ii) as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

**Section 9.06. Conflicts of Interest.**

A. No member of the City's governing body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings will participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest will immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed.

B. The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

**Section 9.07. Term.** Unless earlier terminated as provided herein, this Agreement will remain in full force and effect until the expiration of the RHID Term.

**Section 9.08. Validity and Severability.** It is the intention of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies of State of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof will not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement will be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

**Section 9.09. Required Disclosures.** The Developer will immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

**Section 9.10. Tax Implications.** The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

**Section 9.11. Authorized Parties.** Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request will be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by any officer of Developer so authorized; and any person will be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party will have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval of the City Council before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

**Section 9.12. Notice.** All notices and requests required pursuant to this Agreement will be sent as follows:

To the City:

City Administrator  
City of Marysville, Kansas  
209 N. 8<sup>th</sup> Street  
Marysville, Kansas 66508

To the Developer:

Frontier Development Group LLC  
709 Pecan Cir.  
Manhattan, Kansas 66502

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices will be deemed effective on the third day after mailing; all other notices will be effective when delivered.

**Section 9.13. Kansas Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

**Section 9.14. Counterparts.** This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same agreement.

**Section 9.15. Recordation of Agreement.** The Parties agree to execute and deliver an original of this Agreement and any amendments or supplements hereto, in proper form for recording and/or indexing in the appropriate land or governmental records, including, but not limited to, recording in the real estate records of Marshall County, Kansas. This Agreement will be promptly recorded by the City at Developer's cost after execution, and proof of recording will be provided to the Developer.

**Section 9.16. Consent or Approval.** Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance will not be unreasonably withheld, conditioned or unduly delayed.

**Section 9.17. Electronic Transactions.** The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 9.18. Cash Basis and Budget Laws.** The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

*[Remainder of page left blank intentionally  
Signature pages to follow]*

**THIS AGREEMENT** has been executed as of the date first hereinabove written.

**CITY OF MARYSVILLE, KANSAS**

---

Mayor

(SEAL)

ATTEST:

---

City Clerk

**FRONTIER DEVELOPMENT GROUP LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION AND MAP OF DISTRICT**

**Legal Description of District:**

A tract of land in Block 10 of Ballard & Morrall's Addition to the City of Marysville, Marshall County, Kansas, prepared by Clint J. Friedrichs, PS #1709 on July 26, 2024, being more particularly described as follows:

BEGINNING at the northwest (NW) corner of said Block 10;

THENCE North 90°00'00" East along the north line of said Block 10 for a distance of 141.52 feet to the northwest (NW) corner of a tract as described in Deed Book 299 at Pages 636-638;

THENCE South 00°05'26" East along the west line of said tract for a distance of 81.37 feet;

THENCE South 38°02'00" West along the west line of said tract for a distance of 47.24 feet;

THENCE South 50°27'57" West for a distance of 3.80 feet;

THENCE North 89°43'20" West for a distance of 109.00 feet to the west line of said Block 10;

THENCE North 00°17'24" West along said west line for a distance of 120.47 feet to the POINT OF BEGINNING.

Containing 0.38 acres (16,452.28 sqft) more or less. Subject to all easements, restrictions and right-of-way both visible and of record.

(The bases of bearings for said description are based on the North line of said Block 10 being North 90°00'00" East)

Together with public rights-of-way adjacent thereto





Map of District:

**EXHIBIT B**

**FORM OF CERTIFICATE OF ELIGIBLE PROJECT COSTS**

**CERTIFICATE OF ELIGIBLE PROJECT COSTS**

TO: City of Marysville, Kansas  
Attention: City Administrator

Re: Koester RHID

*Terms not otherwise defined herein will have the meaning ascribed to such terms in the Development Agreement dated as of [ \_\_\_\_\_ ] (the "Agreement") between the City and the Developer.*

In connection with the Agreement, the undersigned hereby states and certifies that:

1. Attached hereto as *Schedule 1* is (a) a summary sheet detailing costs requested to be reimbursed; and (b) itemized invoices, receipts or other information confirming that such costs have been paid by Frontier Development Group LLC ("Developer") and qualifies as an Eligible Project Cost, all as required by **Section 4.04** of the Agreement.
2. Each item listed on *Schedule 1* hereto is an Eligible Project Cost and was incurred after April 14, 2025 in connection with the construction of the Project.
3. These Eligible Project Costs have been paid by Developer and are reimbursable under the Agreement.
4. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the RHID Increment Fund, and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
8. Developer is not in default or breach of any term or condition of the Agreement or any other agreement between the Developer and the City, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.
9. All of Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FRONTIER DEVELOPMENT GROUP LLC**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Approved for Payment this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF MARYSVILLE, KANSAS**

By: \_\_\_\_\_

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

**EXHIBIT C**

**FORM OF CERTIFICATE OF FULL COMPLETION**

*Pursuant to **Section 3.06** of the Agreement, the City will, within 30 days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in this Certificate.*

**CERTIFICATE OF FULL COMPLETION**

The undersigned, Frontier Development Group LLC (the “Developer”), pursuant to that certain Development Agreement dated as of [\_\_\_\_\_], between the City of Marysville, Kansas (the “City”) and the Developer (the “Agreement”), hereby certifies to the City as follows:

*Terms not otherwise defined herein will have the meaning ascribed to such terms in the Development Agreement.*

1. That as of \_\_\_\_\_, 20\_\_\_\_, the construction, renovation, repairing, equipping and constructing of the Project (as such term is defined in the Agreement) has been completed in accordance with the Agreement.

2. The Project has been completed in a workmanlike manner and in accordance with the Construction Plans.

3. Lien waivers for the Project have been obtained, or, to the extent that a good faith dispute exists with respect to the payment of any construction cost with respect to the Project, Developer has provided the City with a bond or other security reasonably acceptable to the City.

4. This Certificate of Full Completion is accompanied by (a) the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein), ratifying that the Project has been substantially completed in accordance with the Agreement; and (b) a copy of the Certificate(s) of Occupancy issued by the City building official with respect to each building to be constructed as part of the Project.

5. This Certificate of Full Completion is being issued by Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to the Project.

6. The City’s acceptance and the recordation of this Certificate with the Marshall County Register of Deeds will evidence the satisfaction of the Developer’s agreements and covenants to construct the Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**FRONTIER DEVELOPMENT GROUP LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**ACCEPTED:**

**CITY OF MARYSVILLE, KANSAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

(Insert Notary Form(s) and Legal Description)

**EXHIBIT D**

**PROJECT BUDGET**

**RHID ELIGIBLE EXPENSES**

<b>Category</b>	<b>Estimated Amount</b>	<b>RHID Eligible Amount</b>
Ground level and commercial expenses	\$ 400,000	\$ 0
2 <sup>nd</sup> and 3 <sup>rd</sup> Floor Residential	2,400,000	2,400,000
Improvements/Remodeling		
Miscellaneous & City Expenses	<u>10,000</u>	<u>10,000</u>
<b>Total</b>	<b><u>\$2,810,000</u></b>	<b><u>\$2,410,000</u></b>

**RESOLUTION NO. 2025-05**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF MARYSVILLE, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, RENOVATION, CONSTRUCTION, FURNISHING, AND EQUIPPING OF A COMMERCIAL FACILITY LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS**

**WHEREAS**, the City of Marysville, Kansas (the “Issuer”) desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

**WHEREAS**, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the “Act”), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in a principal amount not to exceed \$2,800,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, renovation, construction, furnishing, and equipping of a commercial facility (the “Project”) located in the corporate limits of the Issuer and to be leased by the Issuer to Frontier Development Group LLC, a Kansas limited liability company, or another legal entity to be formed by the principals of Frontier Development Group LLC (the “Tenant”).

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MARYSVILLE, KANSAS:**

**Section 1. Public Purpose.** The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

**Section 2. Authorization to Acquire Project; Intent to Issue Bonds.** The Issuer is hereby authorized to proceed with the acquisition, renovation, construction, furnishing, and equipping of the Project and to issue its revenue bonds, in one or more series, in a principal amount not to exceed \$2,800,000 (the “Bonds”) to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

**Section 3. Conditions to Issuance of Bonds.** The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Trust Indenture, Site Lease, Project Lease or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to a purchaser or purchasers yet to be determined (the “Purchaser”), which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. (“Bond Counsel”) in form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (f) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the Issuer Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

**Section 4. Sales Tax Exemption.** The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the “Sales Tax Act”), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

**Section 5. Reliance by Tenant; Limited Liability of Issuer.** It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

**Section 6. Further Action.** The City Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, City Clerk and other officials and employees of the Issuer, including the Issuer’s counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

**Section 7. Effective Date.** This resolution shall become effective upon adoption by the Governing Body.

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**ADOPTED** by the governing body of the City of Marysville, Kansas on April 14, 2025.

[SEAL]

\_\_\_\_\_  
Mayor

Attest:

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

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on April 14, 2025, as the same appears of record in my office.

DATED: \_\_\_\_\_, 2025.

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

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF MARYSVILLE, KANSAS  
HELD ON APRIL 14, 2025**

The City Council (the "Governing Body") met in regular session at the usual meeting place in the City at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\*\*\*\*\*

(Other Proceedings)

There was presented a Resolution entitled:

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF MARYSVILLE,  
KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE  
INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE  
ACQUISITION, RENOVATION, CONSTRUCTION, FURNISHING, AND  
EQUIPPING OF A COMMERCIAL FACILITY LOCATED IN THE CITY; AND  
AUTHORIZING EXECUTION OF RELATED DOCUMENTS**

Councilmember \_\_\_\_\_ moved that the Resolution be adopted. The motion was seconded by Councilmember \_\_\_\_\_. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the following vote of the governing body:

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2025-\_\_\_\_\_ and was signed by the Mayor and attested by the City Clerk.

\*\*\*\*\*

(Other Proceedings)

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**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Marysville, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

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City Clerk

**ORDINANCE NO. XXXX**

**AN ORDINANCE AMENDING SECTION 15-110 OF ARTICLE 1, CHAPTER  
XV, UTILITIES, OF THE 2020 CODE OF THE CITY OF MARYSVILLE,  
MARSHALL COUNTY, KANSAS.**

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

**SECTION 1.** Section 15-110 of the 2020 Code of the City of Marysville is hereby amended to read as follows:

15-110. Tapping water mains.

(a) The water department shall make all taps to the water mains, furnish the corporation stop and saddles, and provide contractors with installation ready for connection. The cost of the taps shall be reimbursed to the city by the water user.

(b) The property owner/contractor requesting the tap shall be responsible for adequate excavation necessary to expose the water main for tapping.

(c) Each residence, commercial or industrial establishment shall have a separate tap unless specifically approved by the superintendent. If the water user proposes to connect to an existing service, the current property owner (not resident/renter) of the existing service line shall also give permission.

1.) One accessory building per residential lot can share a water tap with the residential structure. In the event the accessory building is separated and sold to a new owner the water line must be disconnected and a meter pit installed before a lot split can be approved.

(d) The city, upon making the tap, is to record the location of the tap from a prominent permanent marker.

(e) The cost of tapping a main shall be as set by city policy.

(f) Four-inch pipe will be allowed for ¾" or 1" taps. Six-inch pipe will be allowed for ¾" or 1" taps. Eight-inch and larger pipe will be allowed for ¾", 1" or 1¼" taps. All taps shall be approved by the Water and Sewer Supervisor or City Administrator.

**SECTION 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3.** This ordinance shall take effect and be in force following its passage and publication in the official city newspaper.

**PASSED AND APPROVED BY THE GOVERNING BODY** this \_\_\_\_ of April 2025.

ATTEST:

\_\_\_\_\_  
TODD FRYE  
Mayor

\_\_\_\_\_  
SAMANTHA RALPH  
City Clerk

(SEAL)

**ORDINANCE NO. XXXX**

**AN ORDINANCE AMENDING SECTION 15-122 OF ARTICLE 1, CHAPTER  
XV, UTILITIES, OF THE 2020 CODE OF THE CITY OF MARYSVILLE,  
MARSHALL COUNTY, KANSAS.**

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

**SECTION 1.** Section 15-122 of the 2020 Code of the City of Marysville is hereby amended to read as follows:  
15-122. SERVICE CONNECTION FEES.

A. Service Connection Fee for new Water and/or Sewer service must be paid prior to service being established. Service Connection Fees cannot be transferred from one customer to another.

1. Water and/or Sewer (Residential): \$60.00 nonrefundable. Must be paid in full before service is connected.
2. Water and/or Sewer (Commercial and Industrial): \$250.00 nonrefundable. Must be paid in full before service is connected (except as noted in 3 below).
3. Water and/or Sewer (Commercial located in the Main Street District as defined in 4 below): No fee is required in a Commercial Business for service to be connected. A refund will be issued for all Commercial connection fees collected between January 1, 2019 and June 20, 2019.
4. The Main Street district is defined as the corridor beginning on 4<sup>th</sup> Street and ending on 16<sup>th</sup> Street From Carolina Street to Elm Street.

B. TRANSFER and TRANSFER FEE:

Water users shall be charged a transfer fee of \$10.00 for each service turn on and turn off when:

- 1) desiring to have their water physically connected for a period of time (i.e. vacation, sprinkler, cleaning, repairing leak); 2) moving from one address to another address (see C below). A transfer fee will not be charged when only changing names on the account (landlords).

C. MOVING TO ANOTHER ADDRESS. Should a customer move to another address in the City's service area, utilities may be established at the new address without additional Service Connection Fees providing the following criteria are met:

1. The account, or any previous account in the customer's name, cannot have been disconnected due to failure to pay during the past 24 consecutive months.
2. Customer must have a good payment record which is defined as no more than one late payment in a 12 month period of time, or for the duration of the account if it has been active less than 12 months.

If the above criteria has been met, a nonrefundable transfer fee of \$10.00 will be required to transfer the utilities. If the above criteria cannot be met, then a new Service Connection Fee as outlined in Paragraph A will be required.

**SECTION 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3.** This ordinance shall take effect and be in force following its passage and publication in the official city newspaper.

**PASSED AND APPROVED BY THE GOVERNING BODY** this \_\_\_\_ of April 2025.

ATTEST:

\_\_\_\_\_  
TODD FRYE  
Mayor

\_\_\_\_\_  
SAMANTHA RALPH  
City Clerk

(SEAL)



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

***POLICY RESOLUTION NO. A-xxx***

**A POLICY RESOLUTION ESTABLISHING OWNERSHIP OF GRINDER PUMPS IN THE SEWER IMPROVEMENT DISTRICT ON THE EAST SIDE OF MARYSVILLE AND WEST HEIGHTS.**

**SUBJECT:** Grinder Pump Maintenance and Ownership

**POLICY CODE NO.** A-xxx (This policy rescinds Policy A-47)

**EFFECTIVE DATE:** April \_\_\_\_, 2025

The issue of responsibility for maintenance of control panels, pumps and component wiring of the grinder pumps installed as part of sewer district improvements on the east side of Marysville and West Heights addition is the subject of this policy statement.

As of the effective date of this policy statement, it shall be the policy of the City of Marysville to continue to repair or replace existing grinder pumps until September 1, 2025. At that time the property owner will assume all responsibility for the maintenance of the pump, control panel and wiring from the control panel to and including the wet well and wet well junction box and pumps. The property owner is also responsible for supplying a reliable power source to the control panel. The property owner shall be responsible for maintenance of the building sewer to the wet well and the force main from the wet well to the point of connection with the city's main sewer. Maintenance shall be construed to include cleaning, repair and replacement of the building sewer and/or force main and the city shall not assume any responsibility for the same.

Approved by the City Council on the \_\_\_\_ day of April, 2025.

CITY OF MARYSVILLE

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Todd Frye, Mayor

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Samantha Ralph, City Clerk

S E R V I C E   A G R E E M E N T

Mosquito Squad of Marysville-Manhattan  
1176 Jayhawk Rd  
Marysville, KS 66508  
(785) 877-8486



[Marysville.Manhattan@Mosquitosquad.com](mailto:Marysville.Manhattan@Mosquitosquad.com)

<https://www.mosquitosquad.com/marysville-manhattan/>

**Billing Address**

Marysville City Hall  
City of Marysville  
209 N. 8th ST  
Marysville, KS 66508  
(785) 562-5331 (Office)  
cityadm@bluevalley.net

**Service Address**

Marysville City Park  
803 Walnut St.  
Marysville , KS 66508  
(785) 562-5331 (Office)

Date	March 11, 2025
Total	\$4,308.50

2 0 2 5   S E A S O N -   R E V I S E D   W I T H O U T   T A X  
P R O P O S A L

This Service Agreement expires on 4/30/2025

N O T E S

2025 spray season is just around the corner. This is the 2025 proposal. Please accept on your end for the payments and method you would prefer. Reach out if you would like to pay by check, I have to accept it on my end to do so. Also, reach out if you would like a treatment sooner than scheduled and we can arrange it.

By accepting this Proposal, you are acknowledging that you have read and understand our Service Agreement and that you agree to those terms.

[\[Service Agreement\]](#)

**This proposal contains 1 option. Be sure to click the checkboxes below for the options you want to include.**



Item	Description	Qty	Rate	Amount
The Original Mosquito Squad Barrier Treatment	<p>The Original Barrier Treatment, pioneered by Mosquito Squad™ in 2005. With this best in class service, every 21 days our licensed applicators will treat both your front and back yard, focusing on the standing vegetation along the perimeter and interior of your property. We will pay special attention to the areas where you and your family spend the most time and any areas mosquitos, and ticks, may feed, breed or harbor.</p> <p>This service comes with our 100% satisfaction guarantee. If at any time, in between treatments, you notice an increase in mosquito activity, or your outdoor spaces become uncomfortable, just give us a call and we will send our team back out to perform a complimentary treatment at no charge.</p>	7	0.00	\$4,039.00

<input type="checkbox"/> Chigger treatment	<b>\$269.50</b>
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Base	\$4,039.00
Chigger treatment	\$269.50
Subtotal	\$4,308.50
Tax	\$0.00
Total	\$4,308.50

**P R O P O S E D S C H E D U L E**

Service dates are subject to change based on weather and availability. We will notify you of any changes to your service dates two days prior to your appointment.

Date	Service
Wednesday, May 7	The Original Mosquito Squad Barrier Treatment
Wednesday, May 28	The Original Mosquito Squad Barrier Treatment
Wednesday, June 18	The Original Mosquito Squad Barrier Treatment

<b>Date</b>	<b>Service</b>
Wednesday, July 9	The Original Mosquito Squad Barrier Treatment
Wednesday, July 30	The Original Mosquito Squad Barrier Treatment
Wednesday, August 20	The Original Mosquito Squad Barrier Treatment
Wednesday, September 10	The Original Mosquito Squad Barrier Treatment

**En Route Notifications** Email to [cityadm@bluevalley.net](mailto:cityadm@bluevalley.net)

Click [here](#) if you no longer wish to receive notifications or related information about this proposal.

# S E R V I C E   A G R E E M E N T

Mosquito Squad of Marysville-Manhattan  
 1176 Jayhawk Rd  
 Marysville, KS 66508  
 (785) 877-8486



[Marysville.Manhattan@Mosquitosquad.com](mailto:Marysville.Manhattan@Mosquitosquad.com)

<https://www.mosquitosquad.com/marysville-manhattan/>

**Billing Address**

Marysville City Hall  
 City of Marysville  
 209 N. 8th ST  
 Marysville, KS 66508  
 (785) 562-5331 (Office)  
 cityadm@bluevalley.net

**Service Address**

Marysville Lions Park  
 1604 North St.  
 Marysville, KS 66508  
 (785) 562-5331 (Office)

Date	March 31, 2025
Total	\$2,094.75

## 2 0 2 5   S E A S O N

This Service Agreement expires on 4/15/2025

## N O T E S

2025 spray season is just around the corner. This is the 2025 proposal. Please accept on your end for the payments and method you would prefer. Reach out if you would like to pay by check, I have to accept it on my end to do so. Also, reach out if you would like a treatment sooner than scheduled and we can arrange it.

By accepting this Proposal, you are acknowledging that you have read and understand our Service Agreement and that you agree to those terms.

[\[Service Agreement\]](#)

**This proposal contains 1 option. Be sure to click the checkboxes below for the options you want to include.**

Item	Description	Qty	Rate	Amount
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<p>The Original Mosquito Squad Barrier Treatment</p>	<p>The Original Barrier Treatment, pioneered by Mosquito Squad™ in 2005. With this best in class service, every 21 days our licensed applicators will treat both your front and back yard, focusing on the standing vegetation along the perimeter and interior of your property. We will pay special attention to the areas where you and your family spend the most time and any areas mosquitoes, and ticks, may feed, breed or harbor.</p> <p>This service comes with our 100% satisfaction guarantee. If at any time, in between treatments, you notice an increase in mosquito activity, or your outdoor spaces become uncomfortable, just give us a call and we will send our team back out to perform a complimentary treatment at no charge.</p>	3.5	0.00	\$1,960.00
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<input type="checkbox"/> Chigger treatment <span style="float: right;"><b>\$134.75</b></span>
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Base	\$1,960.00
Chigger treatment	\$134.75
Subtotal	\$2,094.75
Tax	\$0.00
Total	\$2,094.75

**P R O P O S E D S C H E D U L E**

Service dates are subject to change based on weather and availability. We will notify you of any changes to your service dates two days prior to your appointment.

Date	Service
Monday, May 5	The Original Mosquito Squad Barrier Treatment
Wednesday, May 28	The Original Mosquito Squad Barrier Treatment
Wednesday, June 18	The Original Mosquito Squad Barrier Treatment
Wednesday, July 9	The Original Mosquito Squad Barrier Treatment

<b>Date</b>	<b>Service</b>
Wednesday, July 30	The Original Mosquito Squad Barrier Treatment
Wednesday, August 20	The Original Mosquito Squad Barrier Treatment
Wednesday, September 10	The Original Mosquito Squad Barrier Treatment

**En Route Notifications** Email to [cityadm@bluevalley.net](mailto:cityadm@bluevalley.net)

Click [here](#) if you no longer wish to receive notifications or related information about this proposal.

# S E R V I C E   A G R E E M E N T

Mosquito Squad of Marysville-Manhattan  
1176 Jayhawk Rd  
Marysville, KS 66508  
(785) 877-8486



[Marysville.Manhattan@Mosquitosquad.com](mailto:Marysville.Manhattan@Mosquitosquad.com)

<https://www.mosquitosquad.com/marysville-manhattan/>

### Billing Address

Marysville City Hall  
City of Marysville  
209 N. 8th ST  
Marysville, KS 66508  
(785) 562-5331 (Office)  
cityadm@bluevalley.net

### Service Address

Dargatz Park  
501 N 15th St.  
Marysville, KS 66508  
(785) 562-5331 (Office)

Date	March 11, 2025
Total	\$1,187.25

## 2 0 2 5   S E A S O N

This Service Agreement expires on 4/29/2025

## N O T E S

2025 spray season is just around the corner. This is the 2025 proposal. Please accept on your end for the payments and method you would prefer. Reach out if you would like to pay by check, I have to accept it on my end to do so. Also, reach out if you would like a treatment sooner than scheduled and we can arrange it.

By accepting this Proposal, you are acknowledging that you have read and understand our Service Agreement and that you agree to those terms.

[\[Service Agreement\]](#)

**This proposal contains 2 options. Be sure to click the checkboxes below for the options you want to include.**

Item	Description	Qty	Rate	Amount
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The Original Mosquito Squad Barrier Treatment	<p>The Original Barrier Treatment, pioneered by Mosquito Squad™ in 2005. With this best in class service, every 21 days our licensed applicators will treat both your front and back yard, focusing on the standing vegetation along the perimeter and interior of your property. We will pay special attention to the areas where you and your family spend the most time and any areas mosquitos, and ticks, may feed, breed or harbor.</p> <p>This service comes with our 100% satisfaction guarantee. If at any time, in between treatments, you notice an increase in mosquito activity, or your outdoor spaces become uncomfortable, just give us a call and we will send our team back out to perform a complimentary treatment at no charge.</p>	2.5	0.00	\$1,491.00
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<input type="checkbox"/> Chigger treatment	<b>\$96.25</b>
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<input type="checkbox"/> Discount	<b>(\$400.00)</b>
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Custom	Bulk Discount	1	-400.00	(\$400.00)
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Base	\$1,491.00
Chigger treatment	\$96.25
Discount	(\$400.00)
Subtotal	\$1,187.25
Tax	\$0.00
Total	\$1,187.25

**P R O P O S E D S C H E D U L E**

Service dates are subject to change based on weather and availability. We will notify you of any changes to your service dates two days prior to your appointment.

Date	Service
Monday, May 5	The Original Mosquito Squad Barrier Treatment
Wednesday, May 28	The Original Mosquito Squad Barrier Treatment
Wednesday, June 18	The Original Mosquito Squad Barrier Treatment
Wednesday, July 9	The Original Mosquito Squad Barrier Treatment
Wednesday, July 30	The Original Mosquito Squad Barrier Treatment
Wednesday, August 20	The Original Mosquito Squad Barrier Treatment
Wednesday, September 10	The Original Mosquito Squad Barrier Treatment

**En Route Notifications** Email to [cityadm@bluevalley.net](mailto:cityadm@bluevalley.net)

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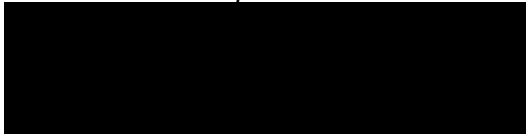


CITY OF MARYSVILLE  
APPLICATION FOR CONSUMPTION OF ALCOHOL BEVERAGES  
PERSONAL INQUIRY WAIVER  
CONSENT TO RELEASE RECORDS

Full Name (Responsible Party)

Rotary Club of Marysville, Anita Welch  
Last First Middle

Address:



Home Phone #: Work/Cell Phone #: \_\_\_\_\_

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

Rotary

DATE OF EVENT:

5-3-2025

LOCATION:

Arts Center

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

Kentucky Derby Party - Scholarship Fund Raiser

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

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

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

Anita Welch

Signature of Responsible Party

4-9-2025

Date

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

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

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

BALANCE IN FUNDS AS OF MAR 2025

General	\$ 1,339,083.10	Cemetery Endowment	\$ 37,481.62
Water Revenue	\$ 466,326.92	Library Revolving	\$ 19,994.77
Sewage Revenue	\$ 439,554.68	Library	\$ 13,795.72
Storm Water Sewer Revenue	\$ 34,507.41	Library Employee Benefit	\$ 6,877.72
Street & Highway	\$ 132,449.02	Swimming Pool Sales Tax	\$2,065,552.94
Airport Revolving	\$ 44,588.32	Special Law Enforcement	\$ 14,736.51
Sewer Replacement	\$ 578,154.60	Special Parks & Recreation	\$ 74,031.90
Bond & Interest	\$ 82,497.77	Koester Block Maintenance	\$ 11,410.21
Bond & Interest #1	\$ 151,006.64	Employee Benefit	\$ 355,064.08
Bond & Interest #1A	\$ 35,021.16	Transient Guest Tax	\$ 139,158.51
Special Improvements	\$ -	Mun. Equip Reserve	\$ 399,133.17
Industrial	\$ 201,733.05	Capital Improvements	\$ 56,469.32
Economic Development	\$ 74,433.89	Sales Tax Improvements Fund	\$1,441,289.03
Fire Equipment Reserve	\$ 365,880.81	Water Utility Reserve	\$ 617,488.28
Fire Insurance Proceeds	\$ -		<u>\$ 9,197,721.15</u>

Bonds of City Outstanding	\$ 860,000.00
Revolving Loans	\$ 2,967,806.02
Water Collection - MAR	\$ 86,664.91
Sewage Collection - MAR	\$ 86,462.72
Storm Water Collection - MAR	\$ 17,859.66
Investment of Idle Funds	\$ -
Lease Purchase - Vac Truck	\$ 246,770.49
Lease Purchase - Fire Station / Lights	\$ 467,432.10

Outstanding Collections:	State Set Off	Collections Bureau(CBK)	Outstandings	Total	
Water/Sewer	\$ 55,754.78	\$ 5,565.31	\$ 10,695.54	\$ 72,015.63	
Municipal Court	\$ 5,037.45	\$ 23,933.40	\$ 43,864.72	\$ 72,835.57	10 Yr Total

Respectively Submitted,

\_\_\_\_\_  
 SAMANTHA RALPH  
 City Clerk

CITY CLERK'S FINANCIAL REPORT  
 FOR MAR 2025  
 RECEIPTS:

MAR	1 WAYNE PRICE	DOG TAG - 89, 90	\$ 20.00
	1 RUTH MASCHMEIER	DOG TAG - 91, 92, 93	\$ 30.00
	1 ISAAC HEIGHT	FIREWORKS PERMIT - 226	\$ 25.00
	3 SOUTH HILL POTTERY	MAR RENT - 911 BROADWAY	\$ 200.00
	3 KS GAS SERVICE	FEB FRANCHISE FEE	\$ 22,546.63
	3 C & C HAIR	MAR RENT - 909 BROADWAY	\$ 375.00
	3 JULIE MURPHY	DOG TAG - 94	\$ 10.00
	3 DON BALLMAN	HAY GROUND RENT - 2025	\$ 2,790.00
	3 TRAVIS BEHRENS	DOG IMPOUND FEE - DOG TAG - 96	\$ 75.00
	4 MANDY RENGSTORF	BLDG PERMIT E-87	\$ 670.20
	4 HUGH NEMECHEK	DOG TAG - 97	\$ 10.00
	6 DALE & PAM LINCK	2 CEMETERY PLOTS (SINGLE SECTION)	\$ 100.00
	6 STEVIE LORD	MAR RENT - 913 BROADWAY	\$ 200.00
	6 NICK BACA	CAT TAG - 11	\$ 10.00
	6 JOHN MACY	DOG TAG - 86, CAT TAG - 9,10	\$ 30.00
	6 LEONARD STOHS	DOG TAG - 98	\$ 10.00
	6 NORMA MITSCHLER	DOG TAG - 99	\$ 10.00
	7 TABETHA NICKELSOB	DOG TAG - 100	\$ 10.00
	7 REFLECTIOBS	MAR RENT - 901 BROADWAY	\$ 645.00
	7 MATTHEW FINCHAM	FARM GROUND - AIRPORT	\$ 7,990.00
	7 PENNY HOWELL	DOG TAG - 101, 102, 103	\$ 30.00
	7 REGINA BESHEARS	DOG TAG - 104, 105, 106	\$ 30.00
	7 LUCIA BRODRICK	DOG TAG - 107, 108	\$ 20.00
	7 STEVEN KRAUSHAAR	CAT TAG - 12, 13, 14, 15, 17	\$ 60.00
	7 DALE LINCK	CAT TAG - 18, 19	\$ 20.00
	10 JAMES LINDEEN	DOG TAG - 112	\$ 10.00
	10 CHARLES ESSLINGER	DOG TAG - 113	\$ 10.00
	10 ROXY SHAW	DOG TAG - 115	\$ 10.00
	10 BRETTNEY MUSICK	DOG IMPOUND FEE - DOG TAG - 114	\$ 90.00
	10 MARYANN KABRIEL	DOG TAG - 116	\$ 10.00
	10 SANDY KELLER	DOG TAG - 117	\$ 10.00
	10 RICK GARCIA	DOG TAG - 118, 119	\$ 20.00
	10 KAREN GOEPFORT	DOG TAG - 120	\$ 10.00
	11 LORETTA BRTLUND	DOG TAG - 121	\$ 10.00
	11 ELM CREEK TOWNSHIP	1ST 1/2 FIRE CONTRACT	\$ 12,540.29
	12 SEMPER FI ELEC.	ELEC INSP - 1227 HEIGHTS AVE	\$ 30.00
	13 PAULA CROME	DOG TAG - 122	\$ 10.00
	13 KELLY CAIN	DOG TAG - 123	\$ 10.00
	13 HARTNER CONST	2025 CONT LICENSE	\$ 75.00
	13 CRYSTAL RICHARDSON	DOG TAG - 124	\$ 10.00
	13 CRYSTAL DAVIS	DOG TAG - 125	\$ 10.00
	13 KAY NESTER	DOG TAG - 126	\$ 10.00
	13 PAT MALOTTE	DOG TAG - 127	\$ 10.00
	14 FRANCES RICHARD	DOG TAG - 128	\$ 10.00
	14 ERIC KETTER	DOG TAG - 129	\$ 10.00
	14 COREY WIENCK	DOG TAG - 132	\$ 10.00
	14 TOM HARRISON FAMILY	MARYSVILLE FIRST RESPONSE TEAM DONATION	\$ 190.00
	14 JONI MCLELLAN	DOG TAG - 133, 134	\$ 20.00
	17 JAKE SLUPIANEK	DOG TAG - 135	\$ 15.00
	17 JOY KRAMER	DOG TAG - 136	\$ 15.00
	18 SOUTHWESTERN BELL	FEB FRANCHISE FEE	\$ 32.00
	18 HEATH FIRST PHARMACY	AWNING PERMIT	\$ 56.25
	20 BRIAN WINKLER	BUILDING PERMIT - 2232 - 1116 KEYSTONE RD	\$ 58.80
	20 NEMAHA MARSHALL ELEC	FEB FRANCHISE FEE	\$ 102.55
	21 MEL JOYCE	DOG TAG - 137, 138	\$ 30.00
	21 DONATION	PARK DONATIONS	\$ 45.00
	21 JENNIFER ABELDT	DOG TAG -M 139, 140, 141 - CAT TAG - 23, 24	\$ 75.00

21 DEB FOUST	DOG TAG - 142	\$ 15.00
24 TYLER HAIGHT	HARTLEY RIDGE IMPACT FEE - 809 HARTLEY RID	\$ 446.85
24 ALEX KROS	DOG TAG - 144	\$ 10.00
24 FUTHER MUCKERS LLC	2025 FOOD TRUCK LICENSE 2025-04	\$ 250.00
24 ROSS WRIGHT	DOG TAG 145	\$ 15.00
25 BRYANT JONES	WATER CONN FEE - 705 N 11TH	\$ 100.00
25 INLINE CONST	HARTLEY RIDGE IMPACT FEE -	\$ 2,383.20
26 GALE HOLLE	DOG TAG - 147	\$ 15.00
26 SMITTYS INC	SCRAP METAL	\$ 54.00
27 KANSAS GAS SERVICE	FEB FRANCHISE FEE	\$ 20,754.62
27 VERIZON	FEB LEASE AGREEMENT	\$ 950.00
27 EVERGY	FEB FRANCHISE FEE	\$ 30,506.37
27 TOMMY BRINEGAR		\$ 20.00
31 LORETTA BRULAND	HARTLEY RIDGE IMPACT FEE - 1402 N 8TH	\$ 595.80
31 TODD HITTLE	DOG TAG - 149	\$ 15.00
31 JOSH WALKER	HARTLEY RIDGE IMPACT FEE - 1300 HARTLEY RII	\$ 446.85
		<u>\$ 106,049.41</u>

DEPOSITED IN CITIZENS STATE BANK FOR  
ACCOUNT OF CITY TREASURER

General	\$ 89,811.71
Water Rev	\$ 120.00
Koester Block	\$ 1,420.00
Airport Revolving	\$ 10,780.00
Sales Tax	\$ -
Special Law	\$ -
Water Utilities Reserve	\$ 1,084.36
Sewer Replacement	\$ 2,788.34
Special Parks	\$ 45.00
	<u>\$ 106,049.41</u>

**UNADJUSTED STATEMENT OF REVENUES  
AND  
BUDGET APPROPRIATIONS  
AS OF MARCH 31, 2025**

FUND	BUDGETED	REC'D TO DATE	BUDGET BALANCE	PERCENT RECEIVED
<b>GENERAL:</b>				
TAX DISTRIBUTIONS	2,149,567	1,060,529	(1,089,038)	49%
ASSESSMENTS (weed/st)	2,500	4,461	1,961	178%
INTEREST	5,500	2,841	(2,659)	52%
FRANCHISE FEES	465,000	157,168	(307,832)	34%
LICENSES	11,600	1,550	(10,050)	13%
PERMITS	11,125	3,375	(7,750)	30%
GRANTS	0	38,496	38,496	#DIV/0!
HIGHWAY MAINTENANCE	14,000	0	(14,000)	0%
RURAL FIRES	57,152	28,753	(28,399)	50%
BURIAL ORDERS	12,500	150	(12,350)	1%
CEMETERY DEEDS	1,500	300	(1,200)	20%
VEHICLE ASSESSMENT	300	0	(300)	0%
MUNICIPAL COURT	40,000	12,701	(27,300)	32%
IMPOUNDING FEES	1,500	260	(1,240)	17%
CONTRACT/RENTS	7,000	1,911	(5,089)	27%
GIFTS-DONATIONS	0	290	290	#DIV/0!
REIMBURSEMENTS	1,250	0	(1,250)	0%
MISCELLANEOUS	25,000	195	(24,805)	1%
TRANSFERS	590,000	203,765	(386,235)	35%
<b>TOTAL</b>	<b>3,395,494</b>	<b>1,516,744</b>	<b>(1,878,750)</b>	<b>45%</b>

<b>2023 CASH CARRYOVER</b>	<b>456,228</b>
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**WATER REVENUE:**

WATER SALES	1,116,360	196,678	(919,682)	18%
INSTALL CHARGES/RECONNEC	33,500	4,133	(29,367)	12%
PENALTIES	6,800	2,625	(4,175)	39%
SALES TAX	12,000	3,208	(8,792)	27%
INTEREST	4,000	1,198	(2,802)	30%
MISCELLANEOUS	5,000	0	(5,000)	0%
<b>TOTAL</b>	<b>1,177,660</b>	<b>207,842</b>	<b>(969,818)</b>	<b>18%</b>

<b>2023 CASH CARRYOVER</b>	<b>450,554</b>
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**SEWAGE REVENUE:**

SEWAGE CHARGES	1,063,269	201,880	(861,389)	19%
PERMITS/ASSESSMENTS	1,500	0	(1,500)	0%
PENALTIES	9,608	2,384	(7,224)	25%
INTEREST	3,000	1,215	(1,785)	41%
REIMBURSED EXPENSE	100	0	(100)	0%
MISCELLANEOUS	1,000	0	(1,000)	0%
<b>TOTAL</b>	<b>1,078,477</b>	<b>205,480</b>	<b>(872,997)</b>	<b>19%</b>

<b>2023 CASH CARRYOVER</b>	<b>417,320</b>
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**SEWAGE REVENUE:**

STORM WATER SEWER	0	34,507	34,507	#DIV/0!
	0	34,507	34,507	#DIV/0!


<b>2023 CASH CARRYOVER</b>	<b>0</b>
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**UNADJUSTED STATEMENT OF EXPENDITURES  
AND  
BUDGET APPROPRIATIONS  
AS OF MARCH 31, 2025**

FUND	BUDGET APPROPRIATION	EXPENDITURES TO DATE	BUDGET BALANCE	PERCENT EXPENDED
<b>GENERAL:</b>				
ADMINISTRATION	607,843	87,187	520,656	14%
POLICE	936,561	145,858	790,703	16%
MUNICIPAL COURT	86,898	18,362	68,536	21%
FIRE	131,042	14,022	117,020	11%
STREET	621,102	114,327	506,775	18%
PARKS	211,421	43,949	167,472	21%
RECREATION	108,480	18,338	90,142	17%
CEMETERY	241,466	37,445	204,021	16%
TRAFFIC CONTROL	48,250	8,303	39,947	17%
HEALTH & SAN.	226,100	48,920	177,180	22%
STREET LIGHTING	130,500	17,805	112,695	14%
FORESTRY	10,050	0	10,050	0%
AIRPORT	25,950	4,209	21,741	16%
TRANSFERS	60,000	30,003	29,997	50%
ART CENTER/MAIN STREET	19,500	0	19,500	0%
GRANTS/GIFTS	5,000	127,875	(122,875)	2557%
TORT LIABILITY	69,500	0	69,500	0%
NOXIOUS WEED	900	0	900	0%
<b>TOTAL</b>	<b>3,540,563</b>	<b>716,604</b>	<b>2,753,559</b>	<b>20%</b>
<b>WATER REVENUE:</b>				
PRODUCTION	149,479	15,358	134,121	10%
T & D	863,697	73,278	790,419	8%
COMMERCIAL & GENERAL	130,946	9,725	121,221	7%
NON-OP. EXPENSE+TORT	25,750	5,777	19,973	22%
TRANSFER TO B&I #1	170,000	42,515	127,485	25%
TRANSFER TO W. UTIL. RES	45,000	11,250	33,750	25%
TRANSFER TO GENERAL	50,000	12,515	37,485	25%
<b>TOTAL</b>	<b>1,434,872</b>	<b>170,417</b>	<b>1,264,455</b>	<b>12%</b>
<b>SEWAGE REVENUE:</b>				
COMMERCIAL & GENERAL	80,600	8,132	72,468	10%
COLLECTIONS	772,059	151,505	620,554	20%
PROCESSING	52,175	8,926	43,249	17%
TRANSFER TO SEW REPL.	55,000	13,735	41,265	25%
TRANSFER TO B&I #1 A	375,000	93,750	281,250	25%
TRANSFER TO GENERAL			0	#DIV/0!
NON-OP TORT	5,000	0	0	0%
NON-OP GEN/ADMIN	0	0	0	0%
<b>TOTAL</b>	<b>1,339,834</b>	<b>276,049</b>	<b>1,058,785</b>	<b>21%</b>
<b>STORM WATER REVENUE:</b>				
STORM WATER SEWER	0	0	0	#DIV/0!
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>#DIV/0!</b>

## JUDGES REPORT

March REPORT	\$4,403.00
BOND REPORT	\$12,550.00
TOTAL	\$16,953.00
CK BOOK TOTAL	\$16,953.00
TOTAL	\$ 00.00



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MUNICIPAL COURT JUDGE

Receipts Report for the period 03/01/2025 to 03/31/2025

03/31/2025

Page 1

Date	Case #	Name	NSF	Receipt #	Pay Type	Reference #	Received By	Total Paid
03/03/2025	24CR15081	Holmes, Adrianna M	<input type="checkbox"/>	6324	Credit Card	130262414	Danielle	\$300.00
		Fines		\$100.00		Defense Attorney Fees		\$100.00
		Criminal Diversion		\$100.00				
	24TR15182	Lauritsen, Sean E	<input type="checkbox"/>	6335	Credit Card	130242558	Danielle	\$100.00
		JBEF		\$1.00		LETC		\$22.50
		Municipal Court Fees		\$76.50				
	24TR15160	Woerman, Vernon P	<input type="checkbox"/>	6322	Credit Card	130185082	Danielle	\$500.00
		Fines		\$100.00		Restitution		\$400.00
						<b>Totals for 03/03/2025:</b>		<b>\$900.00</b>
03/04/2025	24CR15005	Baker, Debra J	<input type="checkbox"/>	6325	Credit Card	130332190	Danielle	\$50.00
		Municipal Court Fees		\$50.00				
						<b>Totals for 03/04/2025:</b>		<b>\$50.00</b>
03/06/2025	24CR15189	Montoya, Jorge Antonio	<input type="checkbox"/>	6330	Bond Applied	Bond ID = 997	Danielle	\$800.00
		JBEF		\$1.00		LETC		\$22.50
		Municipal Court Fees		\$76.50		Fines		\$600.00
		Defense Attorney Fees		\$100.00				
	25CR15117	Sheeley, Jacob A	<input type="checkbox"/>	6328	Cash		Danielle	\$198.97
		JBEF		\$1.00		LETC		\$22.50
		Municipal Court Fees		\$76.50		Fines		\$25.00
		Restitution		\$73.97				
	24CR15574	Simmons, Gage A	<input type="checkbox"/>	6327	Cash		Danielle	\$900.00
		JBEF		\$1.00		LETC		\$22.50
		Municipal Court Fees		\$76.50		Fines		\$700.00
		Defense Attorney Fees		\$100.00				
	24TR15157	South, Jeromy D	<input type="checkbox"/>	6326	Cash		Danielle	\$100.00
		JBEF		\$1.00		LETC		\$22.50
		Municipal Court Fees		\$76.50				
	25CR15118	Voter, Misty D	<input type="checkbox"/>	6329	Cash		Danielle	\$24.03
		JBEF		\$1.00		LETC		\$22.50
		Municipal Court Fees		\$0.53				
	25TR14439	Wieland, Evangela S	<input type="checkbox"/>	6331	Cash		Danielle	\$125.00
		JBEF		\$1.00		LETC		\$22.50
		Municipal Court Fees		\$76.50		Fines		\$25.00
						<b>Totals for 03/06/2025:</b>		<b>\$2,148.00</b>
03/10/2025	21TR13794	Shepardson, Karl M	<input type="checkbox"/>	6332	Cash		Danielle	\$40.00
		Restitution		\$40.00				
						<b>Totals for 03/10/2025:</b>		<b>\$40.00</b>
03/17/2025	23CR14724	Ackerman, Lavern	<input type="checkbox"/>	6333	Cash		Danielle	\$5.00
		Fines		\$5.00				
	24CR15181	Pingel, Cole Wyatt	<input type="checkbox"/>	6334	Credit Card	130895398	Danielle	\$30.00
		JBEF		\$1.00		LETC		\$2.50
		Municipal Court Fees		\$26.50				
						<b>Totals for 03/17/2025:</b>		<b>\$35.00</b>



Receipts Report for the period 03/01/2025 to 03/31/2025

03/31/2025

Page 2

Date	Case #	Name	NSF Receipt #	Pay Type	Reference #	Received By	Total Paid
03/20/2025							
	25CR15162	Hynek, Jerret A	<input type="checkbox"/> 6336	Cash		Danielle	\$575.00
	JBEF		\$1.00		LETC	\$22.50	
	Municipal Court Fees		\$76.50		Fines	\$300.00	
	Criminal Diversion		\$175.00				
<u>Totals for 03/20/2025:</u>							<u>\$575.00</u>
03/21/2025							
	24TR15151	Brake, Shaun R	<input type="checkbox"/> 6338	Credit Card	131167826	Danielle	\$130.00
	JBEF		\$1.00		LETC	\$22.50	
	Municipal Court Fees		\$76.50		Fines	\$30.00	
	24TR15152	Carnes, Kristie M	<input type="checkbox"/> 6337	Cash		Danielle	\$300.00
	Fines		\$200.00		Traffic Diversion	\$100.00	
<u>Totals for 03/21/2025:</u>							<u>\$430.00</u>
03/24/2025							
	21CR13443	Kieffer, Brant J	<input type="checkbox"/> 6339	Cash		Danielle	\$50.00
	Restitution		\$50.00				
<u>Totals for 03/24/2025:</u>							<u>\$50.00</u>
03/28/2025							
	25CR15116	Wienck, Cory A	<input type="checkbox"/> 6340	Cash		Danielle	\$175.00
	JBEF		\$1.00		LETC	\$22.50	
	Municipal Court Fees		\$76.50		Fines	\$75.00	
<u>Totals for 03/28/2025:</u>							<u>\$175.00</u>

Grand Totals by Fee:	Grand Totals by Payment Type:	Grand Total:
JBEF	Bond Applied	\$4,403.00
LETC	Cash	
Municipal Court Fees	Credit Card	
Fines	NSF Adjustment:	\$0.00
ADSAP		
Restitution		
DUI Diversion		
Traffic Diversion		
Bond		
Defense Attorney Fees		
Returned Check Charge		
In State Reinstatement		
Expungement Fee		
KBI Fee		
Community Service		
Warrant Fee		
UA Fee		
UA Lab Fee		
Insufficient Funds		
Criminal Diversion		
JBS Fee		
30 Day Letter Fee		
Community Corrections		
Seatbelt Safety Fund		
Collections		
NJ Sal Adj		
Ks-Setoff		

## REPORT AND PAYMENT OF MUNICIPAL COURT REVENUE

A.	REINSTATEMENT FEES	<u>\$0.00</u>
A1.	\$15.00 Fixed Reinstatement Fees	<u>\$0.00</u>
B.	JUDICIAL BRANCH SURCHARGE	<u>\$0.00</u>
C.	JUDICIAL BRANCH EDUCATION FUND	<u>\$11.00</u>
D.	LAW ENFORCEMENT TRAINING CENTER FUND	<u>\$247.50</u>
E.	COMMUNITY CORRECTIONS SUPERVISION FEE FUND (DUI Fine)	<u>\$0.00</u>
F.	HUMAN TRAFFICKING VICTIM ASSISTANCE FUND (Human Trafficking Fine)	<u>\$0.00</u>
G.	SEAT BELT SAFETY FUND	<u>\$0.00</u>
TOTAL REMITTANCE		<u>\$258.50</u>

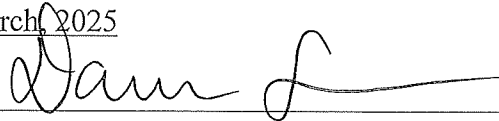
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I hereby certify the above to be a true, complete, and accurate report and payment of municipal court revenue as required to be remitted to the State Treasurer by K.S.A. 8-2110 as amended by 2011 Senate Bill 97; 12-4114, 12-4115 and 12-4116, as amended and Kansas Supreme Court Order 91 SC 1 and 1992 House Bill No. 2832; 12-4117 as amended by 2010 Senate Bill No. 434 and 2012 Senate Bill No. 60, Sec. 1; 2013 Sen Sub. For House Bill No. 2034, K.S.A. 2016 Supp 74-7336 and amendments thereto.

For the Month of March 2025

Municipal Court of Marysville

Authorized Signature



Date: 03/31/2025

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**Treasurer's Use Only:**

Please remit to: **Kansas State Treasurer  
900 SW Jackson  
Suite 201  
Topeka, KS 66612-1235  
785-296-4153**

Check# \_\_\_\_\_

Date \_\_\_\_\_

**APRIL 14, 2025 -----ORDINANCE NO. 3845**

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:		
FUND		
100	GENERAL	\$ 127,160.38
200	WATER REVENUE	45,565.31
300	SEWAGE REVENUE	15,196.53
400	STREET & HIGHWAY	3,327.58
405	SEWER REPLACEMENT	12,218.24
512	LIBRARY REVOLVING	14,484.26
600	SWIMMING POOL SALES TAX	1,383.44
707	KOESTER BLOCK MAINTENANCE	8,408.50
711	EMPLOYEE BENEFIT	30,290.61
715	TRANSIENT GUEST TAX	826.48
800	SALEX TAX IMPROVEMENT	<u>4,812.00</u>
	TOTAL ORDINANCE	\$ 263,673.33

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

ORD #3845 4/14/25

Date: 04/10/2025

Time: 11:38 am

Page: 1

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ACKERMAN LOCK & KEY	523	REKEYING PARKS BATHROOMS & 8 REPLACEMENT KEYS	0	00/00/0000	<b>1,087.24</b>
				Vendor Total:	<u>1,087.24</u>
ADVANCE INSURANCE COMPANY	997	LIFE INSURANCE PREMIUM-MAY	0	00/00/0000	<b>267.20</b>
				Vendor Total:	<u>267.20</u>
AFLAC INC	2918	VISION INSURANCE PREMIUM-APRIL EMPLOYEE WITHHELD	0	00/00/0000	<b>178.22</b>
				Vendor Total:	<u>178.22</u>
APPLIED CONCEPTS, INC.	1692	RADAR UNIT #1005 2X COUNTING UNIT SERIAL #870	0	00/00/0000	<b>3,250.00</b>
				Vendor Total:	<u>3,250.00</u>
ARBOR INK	1723	REPLACEMENT INK PADS	0	00/00/0000	<b>74.12</b>
				Vendor Total:	<u>74.12</u>
B & W ELECTRIC INC	481	REPAIR DECK HYDRANT AT POOL	0	00/00/0000	<b>555.23</b>
				Vendor Total:	<u>555.23</u>
BG CONSULTANTS, INC.	0823	DESIGN PHASE PJT 23-1183M ENGINEER HWY 77 CCLIP PHASE 2	0	00/00/0000	<b>4,758.00</b>
				Vendor Total:	<u>4,758.00</u>
BLUE CROSS BLUE SHIELD INSUR	0091	DENTAL INSURANCE PREMIUM-APRIL + Health	0	00/00/0000	<b>37,917.19</b>
				Vendor Total:	<u>37,917.19</u>
BLUE VALLEY TECHNOLOGIES	1380	PHONE SERVICES/SYSTEM, INTERNET, & SECURITY	53622	04/04/2025	<b>1,598.30 H</b>
				Vendor Total:	<u>1,598.30</u>
BOMGAARS	2989	TRIMMER LINE & PLIARS	53616	04/02/2025	<b>31.48 H</b>
				Vendor Total:	<u>31.48</u>
BRUCE'S BODY SHOP, INC.	0158	PIN KITS & LIFT DOOR HINGES #5561	0	00/00/0000	<b>185.00</b>
				Vendor Total:	<u>185.00</u>
CENTURY BUSINESS SYSTEMS	2009	SAVIN COPIER POLICE DEPARTMENT COLOR COPIES-MARCH	0	00/00/0000	<b>30.97</b>
				Vendor Total:	<u>30.97</u>
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #723	53615	04/02/2025	<b>49,510.72 H</b>
				Vendor Total:	<u>49,510.72</u>
CNH CAPITAL	1783	FUEL PUMP & LINE	53628	04/09/2025	<b>40.70 H</b>
				Vendor Total:	<u>40.70</u>
COLUMN SOFTWARE PBC	2923	RES 2025-4 CONDEM 409 N 14TH & ORD 1942 AMENDING ANIMAL CODE	0	00/00/0000	<b>408.69</b>
				Vendor Total:	<u>408.69</u>
COMMUNITY MEMORIAL HEALTHC	568	LAB WORK - JEFFREY ROLAND	0	00/00/0000	<b>15.00</b>
				Vendor Total:	<u>15.00</u>
CRAFCO, INC	2686	4200 LBS MASTIC	0	00/00/0000	<b>2,940.00</b>
				Vendor Total:	<u>2,940.00</u>
CROME LUMBER INC.	2235	PAINT/SUPPLIES-PARK RR,LUMBER, TRIM,TILE,LIGHT,PLIERS,ETC	0	00/00/0000	<b>941.51</b>
				Vendor Total:	<u>941.51</u>
ECHO GROUP, INC	1629	SOLID BLACK WIRE	0	00/00/0000	<b>90.77</b>
				Vendor Total:	<u>90.77</u>
EDWARDS' QUARRY & TRUCKING	1644	363.67 TONS ROAD MATERIALS 12TH ROAD	0	00/00/0000	<b>3,327.58</b>
				Vendor Total:	<u>3,327.58</u>
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	<b>15,519.98</b>
				Vendor Total:	<u>15,519.98</u>

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

ORD #3845 4/14/25

Date: 04/10/2025

Time: 11:38 am

Page: 2

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
EHNEN'S AUTOMOTIVE	2082	ANTIFREEZE,FILTERS,RELAY,TRAN SHIFT,CHARGERS,BATTERY,ETC	0	00/00/0000	749.81
				Vendor Total:	749.81
ENERGY CENTER MANHATTAN PC	2333	AAA-8618-TRISODIUM PHOSPHATE CRYSTALS	0	00/00/0000	300.00
				Vendor Total:	300.00
ESO FIREHOUSE SOFTWARE	2630	FIREHOUSE SOFTWARE ANNUAL AGREEMENT	0	00/00/0000	2,288.47
				Vendor Total:	2,288.47
EVERGY	1401	ELECTRICITY	53620	04/02/2025	9,482.03 H
EVERGY	1401	ELECTRICITY ST LIGHTS & FINAL BILL 919 BROADWAY	53625	04/09/2025	5,391.45 H
				Vendor Total:	14,873.48
GRAINGER, INC	1234	SUMP PUMP,AUGUER,EXT CORD, WRENCH SETS,SAW BLADES, ETC	0	00/00/0000	523.98
				Vendor Total:	523.98
HAWKINS, INC	1493	CHLORINE-WATER PLANT	0	00/00/0000	80.00
				Vendor Total:	80.00
HERITAGE INN EXPRESS	2663	MOTEL ROOM-JIM KERN (SNOW STORM)	0	00/00/0000	86.73
				Vendor Total:	86.73
HILLTOP TIRES LLC	2842	4 NEW TIRES & DISPOSAL #5561 & TRAILER TIRE-WATER WAGON	0	00/00/0000	1,167.60
				Vendor Total:	1,167.60
HOMETOWN LUMBER, INC.	987	MILKHOUSE HEATER, WELD WIRE, LIGHTS,WIRE,CONNECTOR,ETC	0	00/00/0000	957.99
				Vendor Total:	957.99
HONEYMAN AUTO SALES & SERVI	2694	COOLANT LEAK & VLV GASKET LEAK OIL #2572	0	00/00/0000	112.38
				Vendor Total:	112.38
INDEPENDENT SALT COMPANY	0136	HIGHWAY SALT 70.5 TON	0	00/00/0000	3,100.75
				Vendor Total:	3,100.75
IRON HORSE TRAINING & FITNESS	2821	EMPLOYEE MEMBERSHIPS	0	00/00/0000	180.00
				Vendor Total:	180.00
J.P. COOKE CO.	709	NAME PLATES-M. WASSENBERG & S. RALPH	0	00/00/0000	41.80
				Vendor Total:	41.80
JOHN DEERE FINANCIAL	2322	LOW VIS OIL	53627	04/09/2025	55.40 H
				Vendor Total:	55.40
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS	0	00/00/0000	11,670.29
				Vendor Total:	11,670.29
KANSAS GAS SERVICE	1201	GAS SERVICE-908 ELM & 909H BROADWAY	53617	04/02/2025	230.88 H
KANSAS GAS SERVICE	1201	GAS SERVICE	53623	04/09/2025	3,720.72 H
				Vendor Total:	3,951.60
KANSAS JUDICIAL COUNCIL	342	KS MUNICIPAL COURT MANUAL 2024 SUPPLEMENT	0	00/00/0000	45.00
				Vendor Total:	45.00
KANSAS ONE-CALL SYSTEM, INC	838	69 LOCATES - MARCH	0	00/00/0000	91.77
				Vendor Total:	91.77
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER MS17DM000091	0	00/00/0000	126.26
				Vendor Total:	126.26

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

ORD #3845 4/14/25

Date: 04/10/2025

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	<u>3,111.79</u>
				Vendor Total:	<u>3,111.79</u>
KRAMER OIL CO., INC	0035	PROPANE, OIL, GAS, & DIESEL	53624	04/09/2025	<u>6,027.56</u> H
				Vendor Total:	<u>6,027.56</u>
LANDOLL COMPANY LLC	0093	METAL RPR CATCH BASIN, TILLER, & PIN ON BOLLARD	0	00/00/0000	<u>56.27</u>
				Vendor Total:	<u>56.27</u>
LARSON CONSTRUCTION INC	2069	RPR FORCE MAIN UNDER OVERPASS PARTS, EQUIPMENT, & LABOR	0	00/00/0000	<u>12,218.24</u>
				Vendor Total:	<u>12,218.24</u>
LOYAL AMERICAN	1935	INSURANCE PREMIUM MARCH & APRIL-EMPLOYEE WITHHELD	0	00/00/0000	<u>122.92</u>
				Vendor Total:	<u>122.92</u>
MARSHALL COUNTY SPORTS & RE	3303	RECREATION SERVICES 2ND QTR 2025	0	00/00/0000	<u>17,500.00</u>
				Vendor Total:	<u>17,500.00</u>
MARYSVILLE ADVOCATE	0017	ADS-PET TAGS, BIDS-12TH RD, CEMETERY DECORATIONS	0	00/00/0000	<u>189.00</u>
				Vendor Total:	<u>189.00</u>
MARYSVILLE AMBULANCE SERVIC	0072	AMBULANCE CONTRACT PAYMENT	0	00/00/0000	<u>15,784.00</u>
				Vendor Total:	<u>15,784.00</u>
MARYSVILLE HEALTH & FITNESS	1738	EMPLOYEE MEMBERSHIPS-MARCH	0	00/00/0000	<u>126.00</u>
				Vendor Total:	<u>126.00</u>
MARYSVILLE POSTMASTER	0340	BULK POSTAGE 1383 WATER/SEWER BILLS	53621	04/04/2025	<u>601.61</u> H
				Vendor Total:	<u>601.61</u>
MARYSVILLE READY MIX, INC	0089	15.25YD CONCRETE & 1.25 TON FILL SAND	0	00/00/0000	<u>3,122.75</u>
				Vendor Total:	<u>3,122.75</u>
MIKE'S O.K. TIRES	2079	TIRE REPAIR BOB CAT SKID STEER #2000	0	00/00/0000	<u>32.50</u>
				Vendor Total:	<u>32.50</u>
MILEAGE & MEAL REIMBURSEMENT	2428	REIMBURSE MILEAGE FOR POLICE CHIEF INTERVIEW-DAN TRECHTER	0	00/00/0000	<u>83.30</u>
				Vendor Total:	<u>83.30</u>
MUNICIPAL SUPPLY, INC	579	(168) 5/8" & (52) 3/4" MACH 10 NEPTUNE WATER METERS	0	00/00/0000	<u>17,940.00</u>
				Vendor Total:	<u>17,940.00</u>
NEMAHA VALLEY COMM HOSPITA	2763	PRE-EMPLOYMENT DRUG TEST JAMES MONTGOMERY	0	00/00/0000	<u>40.00</u>
				Vendor Total:	<u>40.00</u>
NORDHUS MOTOR CO., INC	0120	REPLACE TRANSMISSION #2500	0	00/00/0000	<u>5,396.84</u>
				Vendor Total:	<u>5,396.84</u>
PITNEY BOWES, INC	0838	POSTAGE METER RENT 2/10/25-5/9/25	0	00/00/0000	<u>142.86</u>
				Vendor Total:	<u>142.86</u>
PRAIRIE FIRE COFFEE SYSTEMS	0229	COFFEE-STREET DEPARTMENT	0	00/00/0000	<u>66.90</u>
				Vendor Total:	<u>66.90</u>
PRINTING SYSTEMS, INC	0367	20,000 UTILITY BILL CARDS	0	00/00/0000	<u>876.40</u>
				Vendor Total:	<u>876.40</u>
QUILL CORPORATION	0132	SOAP REFILL, HAND TRUCK, & COPY PAPER	0	00/00/0000	<u>642.31</u>
				Vendor Total:	<u>642.31</u>
RAINBOW INTERNATIONAL	3024	MOLD REMEDIATION IN BASEMENT 908 ELM JD KOESTER HOUSE	0	00/00/0000	<u>7,925.69</u>
				Vendor Total:	<u>7,925.69</u>

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

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
RED BUD SUPPLY	2507	EMERGENCY TOOLS,HOODIES, PULLOVER,&SWEATSHIRT	0	00/00/0000	<b>535.02</b>
				Vendor Total:	<b>535.02</b>
ROSEBAUGH JANITORIAL SERVIC	2043	JANITORIAL SERVICE POLICE DEPT MARCH X8	0	00/00/0000	<b>600.00</b>
				Vendor Total:	<b>600.00</b>
CHERYL DENISE RYAN	2943	JANITORIAL SERVICE CITY HALL MARCH X4	0	00/00/0000	<b>300.00</b>
				Vendor Total:	<b>300.00</b>
STUDER TRUCK LINE, INC	1505	FREIGHT FOR HIGHWAY SALT 78.575 TON (3 LOADS)	0	00/00/0000	<b>2,200.10</b>
				Vendor Total:	<b>2,200.10</b>
SUNDERLAND & MISHLER LAW	2982	LEGAL SERVICES MARCH	0	00/00/0000	<b>1,270.00</b>
				Vendor Total:	<b>1,270.00</b>
TEMPS DISPOSAL SERVICE INC	0012	TRASH SERVICE MARCH	0	00/00/0000	<b>397.00</b>
				Vendor Total:	<b>397.00</b>
TRACTOR SUPPLY CREDIT PLAN	2907	RAKES,FERTILIZER,HEATER,TRIMER HEADS,REACHERS,PROPANE,ETC	53626	04/09/2025	<b>375.14 H</b>
				Vendor Total:	<b>375.14</b>
ULINE	2449	GREEN STEEL DOME LID FOR 55 GALLON TRASH CANS	0	00/00/0000	<b>1,255.44</b>
				Vendor Total:	<b>1,255.44</b>
UNITED PEST CONTROL, INC	712	ANNUAL TERMITE INSPECTION CITY HALL	0	00/00/0000	<b>280.00</b>
				Vendor Total:	<b>280.00</b>
VALLEY VET SUPPLY	0166	1 PAIR BOOTS-EMPLOYEE BOOT ALLOWANCE ANNUAL	0	00/00/0000	<b>139.99</b>
				Vendor Total:	<b>139.99</b>
VERIZON WIRELESS	2146	CELL PHONE,HOT SPOT,CAMERA,& TABLET SERVICE	53619	04/02/2025	<b>666.37 H</b>
				Vendor Total:	<b>666.37</b>
WAL-MART COMMUNITY	1254	BATTERIES,TRASH BAGS,AMMO, OFFICE/CLEANING SUPPLIES,ETC	53618	04/02/2025	<b>516.12 H</b>
				Vendor Total:	<b>516.12</b>
				Grand Total:	<b>263,673.33</b>
				Less Credit Memos:	<b>0.00</b>
				Net Total:	<b>263,673.33</b>
				Less Hand Check Total:	<b>78,248.48</b>
				Outstanding Invoice Total :	<b>185,424.85</b>
	<b>Total Invoices:</b>	<b>76</b>			

## NOTICE OF WAGE DETERMINATION

The following compensation for the below-listed employee shall be as follows:

POLICE DEPARTMENT-CHIEF (Full-Time): *(subject to 6-month probationary period)*

**Anthony Escalante**

Range 28, **\$37.00 per hour**

The rates set forth shall be effective beginning April 15, 2025.

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TODD FRYE  
Mayor

Dated this 14th day of April, 2025.