



## TABLED OR UNRESOLVED ITEMS

1. 12<sup>TH</sup> Road
2. Water & sewer connections required for separate buildings.
3. Animal Control - Cats
4. Moving meeting time
5. 205 Calhoun Condemnation – Nov 25<sup>th</sup> Noon deadline.
6. RFP Charles JD Koester House – Discussion Nov 12<sup>th</sup> meeting.
7. Creation of a Youth Advisory Council (YAC) – January 2025 deadline
8. Ord \*\*\*\* Standard Traffic Ordinance 2024
9. Ord \*\*\*\* Uniform Offence Code 2024

Regular Meeting  
City Hall, Marysville, Kansas-October 14, 2024

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 Frye in the chair City Administrator Haverkamp, City Attorney Westbrook and City Clerk Holle were also present.

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

The minutes from the September 23<sup>rd</sup> regular meeting were presented for approval. CM Throm moved; CM Beikman seconded to approve the minutes as presented. Motion carried by 7-0 voice vote.

The minutes from the October 2<sup>nd</sup> special meeting were presented for approval. CM Throm moved; CM Behrens seconded to approve the minutes as presented. Motion carried by 7-0 voice vote.

**PUBLIC COMMENTS:**

1. **SUPPORT CHIEF SIMPSON.** Mandy Cook, Ward 1, 2401 North Street said in her opinion PC Matt Simpson did a good job especially with kids' safety.
2. **SUPPORT CHIEF SIMPSON.** Maureen Crist, Ward 1, 1129 Juniper Road said she thought PC Simpson and his wife were amazing and the City should work together.

**BUSINESS AND DISCUSSION ITEMS:**

1. **BLACK SQUIRREL FESTIVAL.** Allie Argo from OneMarysville presented requests for the festival on November 2. There will be a costume contest, carnival and other games, hayrack rides and the Footloose Dancers and Platinum Dancers will perform. The City Council will pass out donuts and coffee at the Santa House from 10:00 a.m. to about noon. OneMarysville is asking the City to barricade Broadway from 7<sup>th</sup> Street to 10<sup>th</sup> Street, 9<sup>th</sup> Street from Center to the Post Office from 9:00 a.m. until 3:00 p.m. and provide trash receptacles. They will use the Santa House and Koester Park and the downtown sound system for the event. The festival will end with a parade from 2:00 p.m. to 3:00 p.m. CM Beikman moved; CM Throm seconded to approve the request for the Black Squirrel Festival. Motion carried unanimously.
2. **CONVENTION & TOURISM CHRISTMAS TREE.** Tyler Warren representing the C & T Committee asked to purchase an artificial 25-foot Christmas tree for the Pony Plaza. The trees they quoted are: 25' with an eight-inch base and ornaments, \$11,123.72; Christmas Designers 26' Majestic Pine Tree with warm lights, \$25,075.00; The LED Spot Grand Teton pre-lit warm lights, \$26,000; Christmas Central 20' pre-lit Olympia Artificial Tower Tree warm lights, \$14,002.99. The Council tabled the request to the next meeting and asked for more information regarding how long the tree will last, how it will be stored and where, how much the delivery fee is and how long it will take to be delivered after it is ordered and how it will be secured so it won't blow over. It was suggested a real tree might be cheaper and there would be no storage if they can find a way to secure it from blowing over.
3. **CONDEMNATION 205 CALHOUN MLNARIK/ARGO.** Walter Mlnarik lives in the house at 205 Calhoun which was condemned on May 4<sup>th</sup>, 2024. CA Westbrook reported there was an appeal filed in district court and the judge set the hearing date for December 8<sup>th</sup>, 2024, at 9:45 a.m. Jon Argo, the new owner of the house, asked the City to extend the condemnation and to agree that if the issues are resolved the City would not force the condemnation. CM Snellings moved, CM Schrater seconded to extend the condemnation until November 25<sup>th</sup> at noon. This is a hard

date with no further extensions allowed. If the list of repairs from the condemnation has been completed the case will be satisfied. Motion carried 6-1 with CM Throm voting no.

4. **ORDINANCE 1933 DOG QUARANTINE & LEASH LAW.** The Police and Fire Committee submitted Ordinance 1933. *AN ORDINANCE AMENDING ARTICLE 2 ANIMALS SECTION 2-201 DOGS RUNNING AT LARGE PROHIBITED AND 2-216 CONFINEMENT OF RABIES SUSPECTS IN THE MARYSVILLE CITY CODE.* This ordinance changes the current code to require a leash on all dogs if they are not on the owner's property. The ordinance also allows dogs involved in a dog bite to be quarantined at home if they are not a rabies risk. CM Snellings moved, CM Schrater seconded to approve Ordinance 1933 creating a leash law for all dogs and home quarantine for non-rabid dogs involved in a dog bite situation. Motion carried 7-0.
5. **RESOLUTION 2024-23 GAAP WAIVER.** CC Holle presented Resolution 2024-23 a resolution exempting the City from General Accepted Accounting Principles, and the financial statements will be prepared on the basis of cash receipts for the year ending 2024. CM Throm moved; CM Beikman seconded to approve Resolution 2024-23 exempting the City from GAAP. Motion carried unanimously.
6. **RFP-CHARLES JD KOESTER HOUSE.** The Council discussed their ideas about the RFPs on the Charles JD Koester House. CM Keating would like the property to go to the Foundation, CM Behrens is concerned about the Foundation's threat to sue the City, or a different owner and she would like the City to retain control of the Koester Park area, CM Ferris is in favor of the Foundation. The remaining Council is undecided. CA Haverkamp reported he has spoken with all the Koester heirs, and they asked the Council to take time to make the best decision. He said he has contact numbers if anyone would like to speak with the family members. The Council will discuss this at the November 12<sup>th</sup> meeting. The Council decided to allow the "pop-up" businesses to use the Charles JD Koester house for the Christmas holiday from mid-November until December 21.
7. **YOUTH COUNCIL ADVISORY COUNCIL DISCUSSION.** Mayor Frye presented several links for youth advisory councils. He would like the City to start a group of students at USD #364 in this council. He has spoken with administrators at the school, and they also supported the idea. CM Keating suggested Mayor Frye move forward to create the by-laws and meet with the Admin/Finance Committee with the details. The goal would be to create the council to begin in January of 2025.

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

Andrew Kwapnioski 906 Otoe was issued a grass notice. He would like to be exempt from this City Code. He is creating a pollinator plot of native prairie grass. He mows a strip around the outside of the property to help prevent fire spread. Mr. Kwapnioski will be exempt from mowing at this time. CM Snellings asked him to speak to each neighbor to get their approval. The Admin/Finance Committee will meet with Mr. Kwapnioski about creating an exemption in code based on acreage.

**CONSENT AGENDA.** The Consent Agenda was presented for consideration. CM Beikman moved; CM Schrater seconded to approve the Consent Agenda. Motion carried 6-1 with CM Behrens voting no. Consent Agenda consisted of the following:

1. Request from PC Simpson to surplus 2015 Ford Expedition.
2. Convention & Tourism request: Advertising for Christmas Opening December 7, \$1500.00.

3. The City Clerk's Report for August showed \$51,084.11 collected in receipts with a like amount being deposited with the City Treasurer.
4. Cash balances in funds were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through September 2024 showed unadjusted accumulated revenues in the General Fund of \$2,834,809 or 97% of budget; Water Revenue Fund, \$677,901 or 75% of budget, Sewer Revenue Fund, \$587,756 or 76% of budget. The unadjusted statement of expenditures in the General Fund totaled \$2,338,393 or 71% of budget, Water Revenue Fund, \$750,402 or 58% of budget, and Sewer Revenue Fund, \$558,326 or 45% of budget.
5. The Municipal Judge's Report for July showed \$5,341.50 being deposited with the City Treasurer and \$258.50 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

#### **APPROPRIATIONS ORDINANCE NO. 3832**

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$142,386.39; Water Revenue Fund, \$27,260.00; Sewer Revenue, \$17,895.97; Airport Revolving Fund, \$110,957.03; Sewer Replacement Fund, \$264,107.16; Library Revolving Fund, \$14,183.52; Swim Pool Sales Tax Fund, \$2,038.10; Koester Block Maintenance Fund, \$1,549.87; Employee Benefit Fund, \$31,141.65; Transient Guest Tax, \$4,675.37; Sales Tax Improvement Fund, \$162.93 making a total of \$616,357.99.
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 Behrens seconded to approve the appropriations ordinance totaling \$616,357.99.
3. Motion to approve the appropriations ordinance carried by 7-0 roll call vote. City Clerk Holle assigned Ordinance No. 3832.

#### **STAFF REPORTS:**

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

1. **BLACK SQUIRREL FESTIVAL.** CA Haverkamp asked for volunteers from the Council to serve donuts and coffee on November 2 at the Black Squirrel Festival from 10:00 a.m. until noon. CM Schrater and Mayor Frye volunteered to help.
2. **LEAGUE OF KANSAS MUNICIPALITIES CONFERENCE.** CA Haverkamp reported there were a lot of good things and lots of networking at the LKM Conference in Wichita.
3. **11<sup>TH</sup> ROAD SOUTH.** At the special meeting on October 2<sup>nd</sup> the Council voted unanimously to accept the bid from RL Tieman out of Beatrice, Nebraska to finish the 11<sup>th</sup> Road project for \$814,991.90.
4. **HIGHWAY 77 SOUTH.** The bid for the Highway 77 south project came in about \$800,000 higher than expected. This starts at the north entrance to City Park and ends at the north end of the bridge. The engineer is looking for alternate surfaces or splitting the project. The street projects come from the Sales Tax Fund and the City receives about \$1.2 million per year.
5. **UNLAWFUL DEPOSITS IN PARKS.** There was some home trash placed in the barrels at the park. Only picnic trash is allowed in those cans.
6. **SERVICE AWARDS.** The City received an award for being a member of KMIT Work Compensation Insurance for 30 years. The City is a new member of their health insurance group with 20 other organizations. Kyle Bargman received a service award for 15 years in the Fire Department and Dave Bruna received an award for 35 years in the Fire Department.

- 7. RETIREMENT LARRY LOGAN AND RUTH MASCHEMEIR.** There will be a retirement party for Larry Logan at City Hall on October 18 at 2:00 p.m. There will be a retirement party for Ruth Maschmeier at the Lee Dam Art Center on November 1 from 11:00 a.m. until 1:30 p.m.

**STANDING COMMITTEE REPORTS:**

- 1. POLICE & FIRE COMMITTEE.** The Police and Fire Committee met about fireworks discharged into neighbor's yards. It was determined enforcement of a fireworks ordinance would be almost impossible. The committee also made a recommendation for the dog leash and quarantine ordinance passed earlier in this meeting.
- 2. WATER/SEWER COMMITTEE.** The Water/Sewer Committee met to discuss the water rate study. Mayor Frye said the water/sewer rate increase was necessary. The increase will be staged in for 2 years. The 3<sup>rd</sup> year and the future years will have an inflation increase. The rates cannot be static. The committee is also researching allowing party line sewer connections.

**APPOINTMENTS:**

- 1. PLANNING & ZONING.** Barb Kickhaefer, October 2024-December 2024. CM Throm moved CM Schrater seconded to approve the mayor's appointment. Motion carried unanimously.

**EXECUTIVE SESSION:** CA Westbrook asked for an executive session. At 8:24 p.m. CM Beikman moved the city council recess into executive session for consultation with an attorney on matters deemed privileged in an attorney-client relationship about litigation or claims against the city to K.S.A. 75-4319(b) (2). This meeting will include the Mayor, City Council, City Administrator, and the City Attorney. The open meeting will resume in the city council chamber at 8:34 p.m. CM Throm seconded. Motion carried 7-0. At 8:34 p.m. the council reconvened. Mayor Frye reported no binding action was taken during the executive session and the regular meeting was continuing.

At 8:35 p.m. CM Snellings moved to recess into executive session to discuss personnel matters of non-elected personnel, discussion on specific personnel matters, not general personnel policies, exception K.S.A. 75-4319 (b) (1). This session will include the Mayor, City Council, and the City Attorney. The open meeting will resume in the city council chamber at 8:50 p.m. CM Schrater seconded. Motion carried 7-0. At 8:50 p.m. the council reconvened. Mayor Frye reported no binding action taken during the executive session and the regular session was continuing.

At 8:50 p.m. CM Schrater moved to recess into executive session to discuss personnel matters of non-elected personnel, discussion on specific personnel matters, not general personnel policies, exception K.S.A. 75-4319 (b) (1). This session will include the Mayor, City Council, and the City Attorney. The open meeting will resume in the city council chamber at 9:10 p.m. CM Throm seconded. Motion carried 7-0. At 9:10 p.m. the council reconvened. Mayor Frye reported no binding action taken during the executive session and the regular session was continuing.

At 9:10 p.m. CM Beikman moved to recess into executive session to discuss personnel matters of non-elected personnel, discussion on specific personnel matters, not general personnel policies, exception K.S.A. 75-4319 (b) (1). This session will include the Mayor, City Council, City Administrator, and the City Attorney. The open meeting will resume in the city council chamber at 9:25 p.m. CM Snellings seconded. Motion carried 7-0. At 9:25 p.m. the council reconvened. Mayor Frye reported no binding action taken during the executive session and the regular session was continuing.

At 9:25 p.m. CM Behrens moved to recess into executive session to discuss personnel matters of non-elected personnel, discussion on specific personnel matters, not general personnel policies, exception K.S.A. 75-4319 (b) (1). This session will include the Mayor, City Council, City Administrator, and the City Attorney. The open meeting will resume in the city council chamber at 9:45 p.m. CM Snellings seconded. Motion carried 7-0. At 9:25 p.m. the council reconvened. Mayor Frye reported no binding action taken during the executive session and the regular session was continuing.

At 9:45 p.m. CM Keating moved to recess into executive session to discuss personnel matters of non-elected personnel, discussion on specific personnel matters, not general personnel policies, exception K.S.A. 75-4319 (b) (1). This session will include the Mayor, City Council, City Administrator, and the City Attorney. The open meeting will resume in the city council chamber at 10:01 p.m. CM Schrater seconded. Motion carried 7-0. At 10:01 p.m. the council reconvened. Mayor Frye reported no binding action taken during the executive session and the regular session was continuing.

**COUNCIL COMMENTS:**

- 1. LKM CONFERENCE.** CM Ferris reported she had a nice time in Wichita at the League of Kansas Municipalities conference.
- 2. LKM CONFERENCE.** CM Behrens said she learned about AI at the LKM conference, and she loved it! Also, she cautioned all council members about posting on social media.
- 3. LKM CONFERENCE.** CM Throm attended meetings during the LKM conference about RHID districts for housing and cybersecurity at the water and sewer plants.
- 4. SPECIAL MEETING OCTOBER 21.** Mayor Frye said there will be a Special Meeting on October 21 at 6:30 p.m. at City Hall to discuss personnel matters.
- 5. EMPLOYEE PAY ISSUE.** CA Haverkamp stated the City understands they have a pay issue and are working on it.
- 6. ADMIN/FINANCE MEETING OCTOBER 21.** There will be an Administration/Finance Committee meeting on October 21 at 5:00 prior to the special meeting. During the meeting there will be discussion on the OneMarysville agreement, allowing native prairie and wildflowers in city limits, and employee pay issues.

There being no further business, at 10:08 p.m. CM Schrater moved to adjourn, CM Beikman seconded. Motion carried unanimously.

Cindy Holle  
City Clerk

## **SPECIAL MEETING**

City Hall, Marysville, Kansas, October 21, 2024

Members of the Governing Body of the City of Marysville were called to order in a special meeting at 6:30 p.m., on the date and at the place listed above with Mayor Frye opening the meeting. City Administrator Haverkamp, City Attorney and City Clerk Holle were also present.

Council members answering present to roll call were Snellings, Behrens, Keating, Beikman, Schrater, Throm and Goracke. A quorum was present. CM Ferris was absent.

The call, signed by seven of the seven council members present, read as follows:

***We, the undersigned councilmembers of the City of Marysville, hereby respectfully request that you call a special council meeting of the members of the governing body of said City to be held at 6:30 p.m. on Monday, October 21, 2024, at the City Hall for the following purpose:***

- a) Discuss change order 2 on the lagoon and wetland project.***
- b) Discuss personnel matters.***

Thaniel Monaco, engineer from BG Consultants asked the Council to approve change order 2 modifying west piping, \$30,909.00; modifying south piping, \$10,582.00; sewer bypass modification, \$7,293.00; fence expansion at wetlands, \$35,734.00; totaling \$84,518.00.

CC Holle reported BG Consultants also asked the City to approve an extension of completion until November 8, 2024. CM Behrens moved to approve change order 2 for \$84,518.00 and extension of the completion date to November 8, 2024, CM Schrater seconded. Motion carried 7-0.

At 6:35 p.m. CM Behrens moved to recess into executive session to discuss personnel matters of non-elected personnel, discussion on specific personnel matters, not general personnel policies, exception K.S.A. 75-4319 (b) (1). This session will include the Mayor, City Council, City Administrator, and the City Attorney. The open meeting will resume in the city council chamber at 7:00 p.m. CM Goracke seconded. Motion carried 7-0. At 7:00 p.m. the council reconvened. Mayor Frye reported no binding action was taken during the executive session and the regular session was continuing.

At 7:00 p.m. CM Behrens moved to recess into executive session to discuss personnel matters of non-elected personnel, discussion on specific personnel matters, not general personnel policies, exception K.S.A. 75-4319 (b) (1). This session will include the Mayor, City Council, City Administrator, and the City Attorney. The open meeting will resume in the city council chamber at 7:30 p.m.



CM Snellings seconded. Motion carried 7-0. At 7:30 p.m. the council reconvened. Mayor Frye reported no binding action was taken during the executive session and the regular session was continuing.

CM Keating moved, CM Schrater seconded to authorize CA Westbrook and CA Haverkamp to seek outside counsel concerning non-elected personnel. Motion carried 7-0.

At 7:30 p.m., CM Throm moved, CM Snellings seconded to adjourn the meeting. Motion carried unanimously.

CINDY HOLLE  
City Clerk



Greetings, Marysville City Council and Mayor Todd Frye.

The Marysville High School Kansas Association of Youth (KAY) Club is celebrating KAY Citizenship Week November 3-9, 2024. We are requesting that the Marysville City Council designate this week as officially “Marysville KAY Club Week” to give this week the clout it deserves.

During KAY Citizenship Week, we will highlight the importance of pride and ownership in our family, school, community, nation, world, home, and club.

If so, please read aloud at the Marysville City Council Meeting on October 28, 2024, the following statement:

**“The Marysville High School KAY Club Week will be celebrated November 3-9, 2024.**

**WHEREAS, the KAY Club’s core goals are to empower Kansas students with lifetime leadership skills and an attitude of service to others, and**

**WHEREAS, participation in KAY builds character, promotes good citizenship, and improves life skills;**

**NOW, THEREFORE, be it resolved that I, Todd Frye, Mayor of the City of Marysville, do hereby proclaim November 3-9, 2024 Marysville High School KAY Club Week.”**

Thank you!

Marysville High School KAY Club Members



**Name:** Koester House Museum Foundation Inc.

**Address:** 919 Broadway St.  
Marysville KS 66508

**Contact Number:** 785-562-8724 (Kim Houtz Hiller)

**Date to Appear before Council:** October 28, 2024

**What Organization are you representing:** Koester House Museum Foundation

**What are you requesting:** More information on the possible selling of the CJDK House & Acquisition of the Koester House Museum with answers to these questions:

1. What is the asking price for the CJDKoester House if it were to be sold to an entrepreneur/entity and not given to the Koester House Museum Foundation?
2. Will the CJDKoester House be appraised and will it be sold for "fair market value" if it is being sold to an entrepreneur/entity and not given to the Koester House Museum Foundation?
3. If the CJDKoester House does get sold to an entity other than the KHM Foundation, will proceeds from the sale be given to the Foundation? This had been mentioned by city officials at a previous meeting held at the Koester House Museum.
4. Are you concerned about assuring that the building's ultimate usage should benefit the community?
5. If an entity other than the KHM Foundation does acquire the CJDK house, has the council considered putting into the contract of sale that the Foundation be given first right of refusal of sale if the other entity decides to sell the building at a later time?
6. We expressed an interest in acquiring the green space on the Southwest corner of the Koester Block along with the Santa House. What are the council's thoughts on usage for that area? As a board, we do not support that area being given to Frontier Development to be used as a parking lot for the apartments, or for a parking lot for any purpose. We would like to see it remain a green space. It is our ultimate desire to have the green space given to the Foundation so that we can use that area to erect special event tents and have Farm to Table style dinners that would be prepared in the kitchens of the CJDKoester House. As mentioned at a previous meeting, we could use the Santa House not just for Santa but year-round as a gift shop. We could benefit the community by adding a restroom behind the Santa House for use by museum patrons and the general public. Later as funds allow, having that green space would give us the opportunity to erect a conservatory (greenhouse) similar to the one Charles Koester had in that same location.
7. When will the city be deeding the museum over to the Foundation? We do appreciate your support until the April date that has been stated but just as soon as we can actually own the building, the sooner we can start applying for grants for improvements. We do request that the city continue providing financial support until April 2025.
8. Since the city has started some projects, such as correcting the heat issue upstairs, will the city continue with that repair until it is fixed?

Respectfully,

Debbie Phillips

10-23-24

Sharon Kessinger

10-23-24



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

## Rules and Regulations for Food Truck Program

### Operating Conditions:

1. Locations: Mobile food vendors may operate within the City under the following conditions:
  - a. Public Property: Mobile food vendors will be allowed to set up in the following areas
    - i. 7<sup>th</sup> St. corridor between Elm St. and Walnut St.
    - ii. The upper parking area of Lakeview sports complex.
    - iii. The gravel parking area north of Hedstrom Hall.
    - iv. The gravel parking area north of the Fire Station.
  - b. Locations ii., iii., and iv. are not available during sporting events at Lakeview sports complex and Feldhausen Field.
  - c. These locations are available on a first come basis. You may vend during the hours of 7:00 a.m. to 10:00 p.m. No overnight parking available.
  - d. Private Property: A vendor is allowed to operate on Commercial and Industrial zoned private property, with permission from the business owner, and where a line of customers would not hinder the flow of traffic on any street, the flow of bicycles within any bike lane, or the flow of pedestrians along any sidewalk. No accessible route providing access to persons with disabilities may be blocked or reduced to less than five (5) feet in width. If any such hindrance occurs, the vendor must:
    - i. Instruct customers to move to a safe location outside the flow of traffic, bicycles, and pedestrians, or
    - ii. Temporarily stop vending from its unit, or
    - iii. Move its unit to a different location.
  - e. A private property owner shall not permit a mobile food vehicle to set up on their property until the food truck has been issued a **Food Truck Permit** from the City of Marysville.
2. Distance from Restaurants: No mobile food vendor may vend on public or private property within one hundred fifty (150) feet from the front door of a brick-and-mortar restaurant during such restaurant's posted hours of operation without written permission. Such permission must be in its unit for inspection.

3. Distance from City-Approved Event: No mobile food vendor shall be allowed to vend within a five hundred (500) feet radius of a City-Approved event without permission from the event organizer.
4. Signage: Except as otherwise provided herein, no sign or device prohibited by the building and zoning regulations may be erected, placed, installed, and/or maintained in association with a mobile food truck.
5. Trash: Receptacles shall be provided with each mobile unit. Such receptacles must be attached to the unit or located within fifteen (15) feet of the unit and cannot interfere with vehicle access, pedestrian movement, or handicap accessible routes to and around the unit. A minimum access width of five (5) feet must be maintained along all sidewalks and building entrances accessible to the public. The mobile Food Truck Vender must take the trash with them.
6. Restoration of Site: Immediately upon cessation of vending, the mobile food vender shall return the site to its previous condition, including the removal of all litter, repair of any damage, or other evidence of vending. If the site is not returned to its previous condition, the City will restore the site at the expense of the vender.
7. The City will not provide water or electrical service at any location.

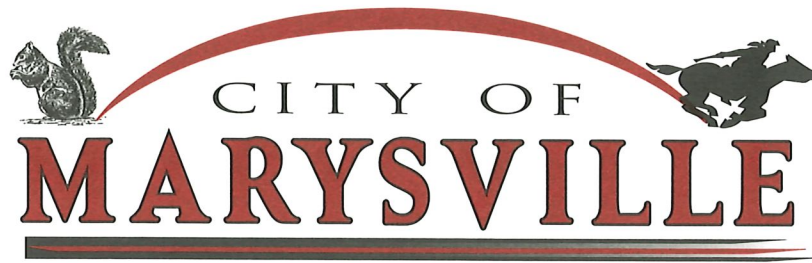
**License and Permits:** All mobile food vendors shall acquire and maintain all required licenses and permits applicable to the use and operation of mobile food units from the City of Marysville and the State of Kansas. Evidence of all such licenses and/or permits shall be posted in the unit in a conspicuous spot and produced upon request by the City Employee charged by the City Administrator with the enforcement of this policy. Mobile food vendor license permit fee will be set by Council. Any application for a mobile food vendor license may be denied. Any license issued may be revoked, suspended or not renewed by the City Clerk for failure to comply with the provisions of this policy or any rules or regulations promulgated by the City of Marysville. This is an annual license. Such license will be issued on a calendar year basis, expiring December 31<sup>st</sup> of each year.

8. Application: To receive a mobile food vendor license, the vendor must file a completed mobile food vendor application with the City Clerk or other designated representative, on a form provided by the city. Incomplete applications will not be accepted. The applicant must provide the following information.
  - a. The full legal name, date of birth, social security number, permanent address, business mailing address, email address, and telephone number of the applicant and the contact person for the business, if different from the applicant.
  - b. The name under which the mobile food unit does business (“dba” name) and, if applicable, the registered name of the legal entity owning the mobile food unit (corporation, LLC, partnership, etc.).
  - c. The name of the owner and the type, make and vehicle identification number or other identifying number of the vehicle from which the applicant proposes to conduct business.

- d. The applicant's valid Kansas sales tax number, and Federal identification number.
- e. A current health inspection certificate from the State of Kansas.
- f. Proof of a valid driver's license for operation of the class of vehicle or vehicles identified in the application to be used in the business for the applicant.
- g. Proof that the applicant has procured a policy of general liability insurance covering the mobile vending operation and vehicle written by an insurance carrier licensed to do business in Kansas, with a minimum limit of one million (\$1,000,000) dollars, naming the City of Marysville as additional insured, and evidence of compliance with the insurance requirements shall be in the form of a certificate of insurance that shall be submitted with the application.
- h. The application shall contain a statement certifying that all the information provided in the application is true and correct and must be signed personally and acknowledged by an individual applicant, by a partner for a partnership applicant, by an officer legally authorized to sign for a corporate application or by a member of a limited liability company legally authorized to sign company documents.

**Exceptions:**

- A venter operating under the following conditions, or the purpose of this policy and the licensing provisions required herein shall not apply to:
  - Vendors selling in conjunction with and as part of a City of Marysville sponsored event.
  - Catering a private event.
  - Ice cream vendors selling prepackaged merchandise.
  - Vendors who are set up on their own property.



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

**TO:** Governing Body  
**FROM:** Admin/Finance committee meeting  
**DATE:** 10/22/2024  
**RE:** Native Prairie grass

The Admin and Finance Committee met October 21, 2024, in the council chambers. The Committee recommended that we require Andrew Kwapnioski to mow his property to bring it into conformance with our current code on grass in the next two weeks. Also, it was recommended that Andrew contacts the Fire Chief before mowing so that he can have a truck up there for the safety of the surrounding property owners. They also directed city staff to keep working to see if we can get a policy in place to allow native prairies in the future.

The decision is now in front of the council to see if they want to go with the recommendation of the committee to direct Andrew to mow his property.



October 28, 2024

Marysville City Council,

The structure on 904 May Street was recently condemned per condemnation hearing through Council on August 12, 2024. The property owner was directed to complete the removal of items from the premises by September 10, 2024.

At this time, the Council should take the next steps and approve the demolition of the structure on the property. Due to the resulting fire damage, I do not recommend any other action other than demolition. The Council should allow City staff to go out for bids for this project and put the resulting cost on the property taxes for 904 May Street. While it may not be recouped for a while, the resulting cost will eventually be recouped through other systems. This should not hold up the decision as to whether it is time to demolish.

Sincerely,

A handwritten signature in blue ink that reads "Joshua Haverkamp".

Joshua Haverkamp  
City Administrator



(First Published in the Marysville Advocate, Official City Paper,  
Thursday, October 31, 2024)

**ORDINANCE NO. 1934**

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

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

WHEREAS, a written consent to annexation of the following described property, submitted by Murlynn D. Ott, Murlynn D. Ott Trust No. 2 has been filed with the City of Marysville, Kansas pursuant to K.S.A. 12-520, as amended; and

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

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

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

**A TRACT OF LAND IN THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 35, TOWNSHIP 35, TOWNSHIP 2 SOUTH, RANGE 7 EAST, OF THE 6<sup>TH</sup> P.M., IN MARSHALL COUNTY, KANSAS, COMMENCING at the Northeast (NE) Corner of the Northeast Quarter (NE 1/4) of said Section 35; THENCE South 89°30'46" West along the North line of said Northeast Quarter (NE 1/4) for 1139.03 feet; THENCE South 00°46'12" East for 60.38 feet to the POINT OF BEGINNING, said point being on the South right-of-way of U.S. Highway 36; THENCE South 89°31'02" West along said South right-of-way for 456.00 feet to the East line of the West 75 feet of Lot 5 of the "Patterson Lots"; THENCE South 00°46'12" East along said East line for 478.00 feet; THENCE North 89°31'02" East for 456.00 feet; THENCE North 00°46'12" West for 478.00 feet to the POINT OF BEGINNING; Containing 5.00 acres more or less. Subject to all easements, restrictions, and right-of way both visible and of record. as described in Deed Book 521 at page 783  
1175 PONY EXPRESS HIGHWAY**

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

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR of the City of Marysville, Kansas, this 28th day of October 2024.

\_\_\_\_\_  
Todd Frye, Mayor

ATTEST:

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

(SEAL)

## GROUND LEASE

THIS GROUND LEASE (this “Lease”) is made and entered into by **THE CITY OF MARYSVILLE, KANSAS**, a Municipal Corporation (the “Landlord”) and **FRONTIER DEVELOPMENT GROUP**, a Kansas limited liability company (the “Tenant”) on this 28<sup>th</sup> day of October, 2024 (the “Effective Date”).

### RECITALS

This Lease is entered into upon the basis of the following facts, understandings and intentions of the parties:

A. Landlord is the owner of that certain land in Marysville, Marshall County, Kansas, located at 901 Broadway to 913 Broadway and legally described on Exhibit “A” (the “Land”), and all improvements on the Land (the land and all such improvements, the “Premises”).

B. Landlord desires to lease to Tenant all of Landlord's right, title and interest in and to the Premises, and Tenant desires to lease the Premises from Landlord in order for Tenant to lease, utilize, and operate on the Premises the building located on the Premises as of the Effective Date (the “Building”).

C. The parties desire to establish the terms and conditions of this Lease to fulfill the foregoing objectives.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the parties, the parties hereto agree as follows:

### **ARTICLE 1 DEMISE OF PREMISES**

**SECTION 1.1** **Premises.** On the Effective Date, Landlord, for and in consideration of the rents, covenants and conditions herein set forth, does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Premises, pursuant to the terms, conditions and provisions of this Lease.

**SECTION 1.2** **Warranty of Title.** Landlord hereby represents and warrants to Tenant that Landlord holds fee simple interest in the Land and Premises, subject only to the encumbrances (herein called the “Permitted Encumbrances”) set forth in Exhibit “B” hereto.

**SECTION 1.3** **Quiet Enjoyment.** Landlord agrees that Tenant, pursuant to the terms and conditions of this Lease, shall lawfully and quietly hold, occupy and enjoy and may develop the Premises during the Term (as defined in Section 2.2).

**SECTION 1.4** **Utility Easements.** Tenant shall have the right to enter into agreements with utility companies creating easements in favor of such companies as are required to service the Building and other improvements to be constructed on the Premises. Landlord agrees to join in the grant of such easements (covering the Premises) and to execute any and all documents, agreements and instruments to effect the same, all at Tenant's cost and expense, if required as a condition to the granting of the easement by the utility companies. The parties agree to use reasonable efforts to cause any encumbrances on the Premises or the Land to be subordinate to such easements, as may be required by any utility companies.

**ARTICLE 2  
LEASE TERM**

**SECTION 2.1**     **Effective Date.** This Lease is effective and begins on the Effective Date.

**SECTION 2.2**     **Lease Term.** The term of this Lease shall be for a period of fifty (50) years (the “**Term**”) commencing on the first day following the expiration of the Pre-Development Phase (defined below), as it may be extended (the “**Commencement Date**”).

**ARTICLE 3  
RENT, TAXES AND UTILITIES**

**SECTION 3.1**     **Base Rent.** Tenant agrees to pay Landlord an amount equal to Fifteen Thousand and 00/100 Dollars (\$15,000.00), comprising Ten Thousand and 00/100 Dollars (the “**Initial Payment**”) and prepaid Base Rent (as defined below) for the first five years, which shall be due and payable in full on the Commencement Date. Commencing on the sixth anniversary of the Commencement Date, and continuing on the same day each year thereafter, Tenant agrees to pay Landlord an amount equal to One Thousand and 00/100 Dollars (\$1,000.00) (each, an “**Annual Payment**”; and the Initial Payment and each Annual Payment, collectively, “**Base Rent**”). Every six years from the Commencement Date, the Annual Payment shall increase by the percentage increase in the Consumer Price Index (“CPI”) over a six (6) year period, calculated by using the most recently published CPI for all Urban Consumers West Region (1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor or, in the event that index is discontinued, then an equivalent reliable index measuring the increase in consumer prices.

**SECTION 3.2**     **Taxes.** Tenant shall pay the real estate taxes applicable to the Premises, if any. If requested by Tenant, Landlord shall promptly cooperate with Tenant in all commercially reasonable requests to exempt from real estate tax. In the event Landlord pays such taxes that are Tenant’s responsibility under this Section, Tenant shall be obligated to reimburse Landlord for any such real estate taxes within thirty (30) days following the date on which Landlord presents Tenant with paid receipts showing payment of such taxes. Taxes for any partial tax year shall be prorated. Tenant shall have the right to contest or review in good faith by legal proceedings, as permitted under applicable law, any assessed valuation, real estate tax, or assessment with respect to the Premises; provided that, unless Tenant has paid such tax or assessment under protest, Tenant shall furnish to Landlord proof reasonably satisfactory to Landlord that such protest or contest may be maintained without payment under protest. If requested by Tenant, Landlord shall join in any proceeding for contest or review of such taxes or assessments, but the entire cost of the proceedings shall be paid by Tenant.

**SECTION 3.3**     **Utilities.** Tenant shall pay or cause to be paid, directly to all service providers, all charges for water, heat, gas electricity, cable, trash disposal, sewers and any and all other utilities used on the Premises throughout the Term, including without limitation, any connection and servicing fees, permit fees, inspection fees, and fees to reserve utilities capacity.

**SECTION 3.4**     **No Security Deposit.** No security deposit is required hereunder.

**SECTION 3.5**     **Net Lease.** Landlord shall not be obligated to make any repairs or alterations of any kind whatsoever or provide any services to the Premises or any part thereof. Landlord and Tenant intend that the Base Rent herein specified shall completely net to Landlord during the Term, and that all charges, costs, expenses and obligations (including, without limitation, taxes (except as set forth in Section 3.2, above) and maintenance and insurance) of every kind relating exclusively to the Premises, which may arise or become due during the Term, shall be paid by Tenant, and Tenant shall indemnify Landlord and hold it harmless of, from and against all such charges, costs, expenses and obligations.

**ARTICLE 4**  
**USE OF PREMISES AND HAZARDOUS MATERIALS**

**SECTION 4.1      Use of Premises.** Tenant may use the Premises for any purpose that does not violate the terms and conditions of any Permitted Encumbrance. At any time after the Effective Date, Tenant shall maintain the building or buildings and related improvements on the Premises (all improvements on the real property constituting the Premises are hereinafter referred to as "**Improvements**"), in a manner acceptable to the National Park Service and State Historic Preservation Office. During the Term of this Lease, Tenant will be the owner of all such Improvements as are constructed by Tenant on the Premises. Landlord agrees to execute all documents as are necessary to enable Tenant to obtain all required governmental approvals and permits for such maintenance including any zoning waiver applications and subdivision applications as are necessary for such maintenance, if any. All such maintenance shall be performed in a good and workmanlike manner, in accordance with all applicable governmental laws, ordinances, regulations and codes and all Permitted Encumbrances. All such Improvements constructed on the Premises by Tenant shall be the sole property of the Tenant during the Term of this Lease, subject to Article 13.

**SECTION 4.2      Development.** Tenant shall have no obligation to commence development of the Premises for a period of eighteen (18) months after the Effective Date (the "**Pre-Development Phase**"). During the Pre-Development Phase, Tenant shall take all action Tenant deems necessary or desirable for the development of the Premises, including, without limitation, develop plans and specifications, obtain all required governmental approvals and permits for any construction including any zoning waiver applications and subdivision applications as are necessary for such construction, and obtain funding for such development. In the event Tenant has not obtained funding for the Improvements by the expiration of the Pre-Development Phase, Tenant may extend the Pre-Development Phase for a period of twelve (12) months by providing Landlord written notice. If Tenant exercised their option to extend the Pre-Development Phase for a period of twelve (12) months after the initial eighteen (18) months Pre-Development Phase has expired, then Tenant shall take over and provide insurance for the property as stated in Section 10.1 at the commencement of the renewal period of the pre-development phase. Tenant shall provide Landlord with a detailed development plan promptly after it is available. Promptly after the completion of the Pre-Development Phase, as it may be extended, Tenant shall commence development of the Premises and complete such development within twelve (12) months after the expiration of the Pre-Development Phase, as it may be extended. Tenant may terminate the pre-development phase and accelerate the Commencement Date at the Tenant's option, contingent upon Tenant's ability to obtain funding. If Tenant is unable to complete all action Tenant deems necessary or desirable for the development of the Premises, in Tenant's sole discretion, Tenant may terminate this Lease by providing Landlord written notice on or before the expiration of the Pre-Development Phase, as it may be extended.

**SECTION 4.3      Hazardous Materials.**

(a)      **Definitions.** The term "**Hazardous Materials**" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitations, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or waste, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the State of Kansas or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 43 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act, 43 U.S.C. §6901, et seq.; all corresponding and related State of Kansas and local statutes, ordinances and regulations, including, without limitation, any dealing with underground storage tanks; and

in any other environmental law, regulation or ordinance now existing or hereinafter enacted (herein collectively called "**Hazardous Materials Laws**").

(b) **Landlord's Representations.** Landlord hereby represents and warrants to Tenant as follows, which representations are made as of the date of execution of the Lease.

(1) **No Hazardous Materials.** There are no any Hazardous Materials located in, under or about the Premises.

(2) **No Violation of Hazardous Materials Laws.** There are no (i) violations of Hazardous Materials Laws in connection with the generation, manufacture, refining, transportation, treatment, storage, handling, disposal, transferal, production or processing of any Hazardous Materials on the Premises, and (ii) ongoing releases of Hazardous Materials, on, under or about the Premises.

(3) **No Notices, Litigation or Liens.** Landlord has not received any request for information, notice, demand letter, administrative inquiry or formal or informal complaint or claim from or by any public or private agency or entity concerning any release or discharge of any Hazardous Materials on, under, about or off of the Premises or any alleged violation of any Hazardous Materials Laws involving the Premises, Land or any property owned by Landlord in the vicinity of the Premises. No litigation is pending or, to the best of Landlord's knowledge without investigation, threatened with respect to the Premises concerning any Hazardous Materials or any Hazardous Materials Laws. No lien has been imposed or, to Landlord's knowledge without investigation, threatened to be imposed against the Premises by any governmental agency or entity in connection with the presence of Hazardous Materials or violation of any Hazardous Materials Laws on the Premises.

(c) **Use of Premises by Tenant; Remediation of Contamination Caused by Tenant.**

(1) **Use.** Tenant covenants that it shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Premises or transport to or from the Premises in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting, any Hazardous Materials, except in compliance with all applicable Hazardous Materials Laws.

(2) **Remediation.** If at any time during the Term any contamination of the Premises by Hazardous Materials shall occur unless such contamination is caused by the act or omission of Landlord (herein called a "**Contamination**"), Tenant shall promptly and diligently cause the remediation of the Contamination in accordance with the requirements of applicable Hazardous Materials Laws.

(d) **Indemnification by Tenant.** Tenant shall indemnify, defend, protect and hold Landlord and its successors and assigns, free and harmless for, from and against and to reimburse Landlord with respect to any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, remediation expenses, losses or expenses (including, without limitation, reasonable attorneys' fees and costs through litigation and all appeals) arising from or caused in whole or in part by any Contamination with respect to the Premises.

(e) **Landlord Indemnity.** Landlord shall indemnify, defend, protect and hold Tenant and its successors and assigns, free and harmless for, from and against any and to reimburse Tenant with respect to any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, remediation

expenses, losses or expenses (including, without limitation, reasonable attorneys' fees and costs through litigation and all appeals), arising from or caused in whole or in part by a breach of any warranty or representation of Landlord under Section 4.3(b) hereof, but only to the extent any warranty or representation was not true in any material respect as of the date provided, or any due to Landlord's failure to comply with Hazardous Materials Laws.

(f) **Survival and Duration of Obligation.** All indemnities made or given under this Article shall survive the expiration or earlier termination of this Lease.

## **ARTICLE 5 ENCUMBRANCES OF LEASEHOLD**

**SECTION 5.1 Tenant's Right to Encumber.** Tenant may, at any time, encumber all or any portion of its interest in this Lease, the leasehold estate of Tenant in the Premises and Tenant's ownership interest in the Building and/or Improvements by a Leasehold Mortgage (as hereafter defined) provided that each Leasehold Mortgage complies with the terms and provisions of this Article. Each Leasehold Mortgage shall be a lien or mortgage on Tenant's interest in and to this Lease and the leasehold estate created hereby, but shall not be a lien on the fee interest of the Premises or Landlord's leasehold interest in the Premises. A Leasehold Mortgagee (as hereafter defined) shall not acquire by virtue of a Leasehold Mortgage any greater rights to the Premises than Tenant has under this Lease. Landlord shall have no obligation under or to any such Leasehold Mortgagee.

**SECTION 5.2 Rights of Leasehold Mortgagee.** A Leasehold Mortgagee may enforce its rights under its Leasehold Mortgage and acquire title to the leasehold estate of Tenant in the Premises in any lawful manner but subject to the applicable provisions of this Lease. On foreclosure under a Leasehold Mortgage, a Leasehold Mortgagee may take possession of the Premises; subject, however, to the terms of this Lease, any lease between Tenant, as Landlord, and any subtenant in the Building and any Leasehold Mortgage that is senior in lien to the Leasehold Mortgage being foreclosed.

**SECTION 5.3 Rights of Landlord to Sell.** Landlord may sell, transfer, mortgage, pledge, or otherwise encumber its leasehold interest in the Premises without Tenant's consent; provided, however, that the sale, transfer, or encumbrance shall be made expressly subject to the terms of this Lease and the requirement for any successor-in-interest to Landlord recognizing Tenant's rights under this Lease. Any mortgage or pledge of Landlord's interest in the Premises shall be subject to Landlord, Landlord's lender, Tenant and Tenant's Leasehold Mortgagee executing and delivering a non-disturbance, recognition and attornment agreement in a form and substance reasonably acceptable to Tenant.

**SECTION 5.4 Definitions.** The terms hereinafter set forth shall, for all purposes of this Lease, be defined as follows:

(a) The term "**Leasehold Mortgage**" shall mean and refer to any security instrument by which Tenant's leasehold estate and the interest of Tenant hereunder is mortgaged, assigned or otherwise transferred as security for any indebtedness Tenant may incur, whether by deed to secure debt, mortgage, deed of trust or other security instrument.

(b) The term "**Leasehold Mortgagee**" shall mean and refer to holder or holders of the indebtedness secured by a Leasehold Mortgage.

**ARTICLE 6  
MAINTENANCE**

**SECTION 6.1**     **Maintenance of Premises.** Tenant agrees that it will, or will cause its subtenants, if any, at its sole cost and at no cost/expense to Landlord, to maintain the Premises, the Building and/or Improvements and any other improvements thereon and appurtenances there to and every part thereof, in good order, condition and repair, ordinary wear and tear excepted, and in accordance with all applicable laws, rules, ordinances, order and regulations of all governmental authorities and all Permitted Encumbrances.

**SECTION 6.2**     **Landlord Access.** Landlord shall have the right to enter upon Premises, or any part thereof, during business hours and upon notice to and coordination with Tenant, except in the case of an emergency, to inspect the same, to facilitate any repairs needed for utility lines shared between the Premises and remainder of the Land or which Landlord may have the option under this Lease to make to the Premises.

**ARTICLE 7  
MECHANIC'S LIENS**

**SECTION 7.1**     **Prohibition of Liens on Fee or Leasehold Interest.** Tenant shall not suffer, create or permit any mechanic's liens or other liens to be filed against the fee of the Premises or the Land, or against Landlord's fee simple interest in the Premises and Land by reason of any work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under Tenant (unless such lien arises at the instance of Landlord).

**SECTION 7.2**     **Removal of Liens by Tenant.** If any mechanic's or laborer's liens or materialman's lien shall be recorded against the Premises, Tenant shall cause such lien to be removed or will transfer the lien to a bond pursuant to applicable law within thirty (30) days of the filing of same; provided, however, Tenant may, in good faith, contest the application, validity and amount of any lien so long as such contest does not expose the Premises or any part thereof to foreclosure or execution. Tenant agrees to indemnify, defend and hold Landlord harmless for, from and against all liability for damages, including reasonable attorneys' fees and costs, occasioned by Tenant's breach of any of its obligations under this paragraph or by any contest of any lien and shall, in the event of a judgment of foreclosure of any mechanic's or materialman's lien is entered cause the same to be discharged and removed prior to the execution of such judgment. Tenant's indemnity obligations under this Section shall survive the expiration or earlier termination of this Lease.

**ARTICLE 8  
CONDEMNATION**

**SECTION 8.1**     **Interests of Parties on Condemnation.** If the Premises or any part thereof shall be taken for public purpose by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Landlord and Tenant in the award or consideration for such transfer, and the allocation of the award and the other effect of the taking or transfer upon this Lease, shall be as provided in this Article. A voluntary conveyance by Landlord to a public utility, agency or authority under threat of a taking under the power of eminent domain in lieu of formal proceedings shall be deemed a taking within the meaning of this Article.

**SECTION 8.2 Total Taking - Termination.** If the entire Premises are taken or so transferred, this Lease and all of the right, title and interest of Tenant hereunder shall cease on the date title to such land so taken or transferred vests in the condemning authority.

**SECTION 8.3 Partial Taking.** If a taking or transfer of only a part of the Premises or the appurtenant easement areas occurs and the remainder of the Premises may not be used practicably (in the good faith opinion of Tenant) for the operation thereon of Tenant's business, Tenant may terminate this Lease within one hundred eighty (180) days after the occurrence of such taking or transfer by delivering written notice to the other party. The Lease shall terminate effective on the date specified by Tenant in Tenant's notice of termination in which case this Lease shall be null and void and of no force and effect upon such date. If a taking or transfer of only a part of the Premises or the appurtenant easement areas occurs and Tenant does not terminate this Lease, this Lease shall terminate as to the portion of the Premises so taken or transferred as of the date title to such portion of the Premises vests in the condemning authority, but shall continue in full force and effect as to the portion of the Premises and the appurtenant easement areas not so taken or transferred.

**SECTION 8.4 Partial Taking - Award.** If title and possession of a portion of the Premises or appurtenant easement areas is taken under the power of eminent domain, and the Lease continues as to the portion remaining, all compensation and damages payable to Tenant by reason of any improvements so taken shall be available to be used, to the extent reasonably needed, by Tenant in replacing any improvements so taken with improvements of the same type on the remaining portion of the Premises or appurtenant easement areas. All repairs to the Premises shall comply with all then existing codes, zoning ordinances, rules and regulations governing the Premises. Any remainder of such compensation after restoration, shall be allocated between Landlord and Tenant in the same manner as provided in Section 8.5 hereof.

**SECTION 8.5 Allocation of Award.** Any compensation awarded or payable because of the taking of all or any portion of the Premises by eminent domain shall be awarded to Landlord and Tenant in accordance with the values of their respective interests in the Premises and all improvements thereon immediately prior to the taking. The value of Tenant's interest in the Premises and all improvements thereon immediately prior to a taking shall mean the then value of its leasehold estate in the Land and Building and Improvements. The value of Landlord's interest in the Premises and improvements immediately prior to a taking shall be deemed to mean the then value of its remainder interest in the Land (including its interest as Landlord hereunder). The values shall be those determined in the condemnation proceeding or, if no separate determination of the respective values of Landlord and Tenant is made in such proceeding, those determined by agreement between Landlord and Tenant. If agreement cannot be reached by Landlord and Tenant, the values shall be determined by an appraiser or appraisers selected by the parties. The time of taking shall mean 12:01 a.m. on the date title vests or the date physical possession of the Premises (or portion hereof) is surrendered in or to the condemning authority. If separate awards are given, Landlord and Tenant may retain such separate award made to each of them.

If all or any portion of the Premises shall be taken by any competent authority for temporary use or occupancy, this Lease shall continue in full force and effect. In such event, Tenant shall be entitled to any award specifically made for the repair and restoration of any damage to the Premises or any improvements thereon, as a result of such temporary use or occupancy and to the entire award for such taking for temporary use or occupancy to the extent that such award relates to the Premises and is applicable to the period of such temporary use or occupancy occurring during the Term and Landlord shall be entitled to the remainder of the award.

Notwithstanding anything to the contrary elsewhere in this Lease, if Tenant's leasehold estate is subject to a Leasehold Mortgage, all amounts payable to Tenant pursuant to this Article, if required by the



Leasehold Mortgage, shall be paid to the Leasehold Mortgagee to be applied by the Leasehold Mortgagee in accordance with the Leasehold Mortgage. Such Leasehold Mortgagee shall have the right to participate, at its or Tenant's sole cost, in any condemnation proceeding affecting the Premises.

## **ARTICLE 9 ASSIGNMENT AND SUBLEASE**

**SECTION 9.1**     **Sublease**. Tenant may sublease all or any portion of Premises to any other subtenant, and for any other use not prohibited by any applicable laws, rules, ordinances, order and regulations of all governmental authorities or any Permitted Encumbrance, all with Landlord's prior written approval, which Landlord shall not unreasonably condition, withhold, or delay. Tenant shall be entitled to all rents, fees, and income Tenant obtains under any such sublease.

**SECTION 9.2**     **Assignment**. Tenant may assign, convey or transfer its interest in this Lease or the leasehold estate created hereby for purposes of security or otherwise, all with Landlord's prior written approval, which Landlord shall not unreasonably condition, withhold, or delay. Any assignment, conveyance or transfer of Tenant's interest in this Lease shall be subject to compliance with the provisions of this Lease. Upon any assignment and the assumption of the obligations of Tenant hereunder by the assignee of this Lease, Tenant shall be released and discharged from any and all obligations and liability arising under this Lease from and after the date of the assignment thereof.

## **ARTICLE 10 INSURANCE AND INDEMNIFICATION**

**SECTION 10.1**   **Comprehensive Liability Insurance**. Beginning on the Commencement Date, Tenant shall maintain, at its sole cost and expense, the following types of insurance with insurance carriers admitted in the State of Kansas: (a) fire and "all risk" extended coverage insurance for the Building; and (b) comprehensive public liability insurance, including personal injury, death and property damage, with respect to the Premises and the business operated thereon and use of the easements associated therewith, in which the limits of coverage shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. All such policies shall name Landlord, as additional insured, and upon the request of Landlord, the holders of any mortgages or deeds of trust or any other parties in interest. Tenant shall provide Landlord with evidence of such insurance on or prior to the Commencement Date. Tenant shall provide Landlord with evidence of such insurance on an annual basis or on the policy renewal date, which ever may occur first in time. Beginning on the Commencement Date, Landlord shall maintain, at its sole cost and expense, comprehensive public liability insurance, including personal injury, death and property damage, with respect to the Land and the business operated thereon, in which the limits of coverage shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Upon Tenant's request, Landlord shall provide Tenant a certificate or other evidence of such insurance within a reasonable amount of time.

**SECTION 10.2**   **Waiver of Subrogation**. Landlord and Tenant on behalf of themselves and all others claiming under them, including any insurer (other than insurers under commercial general liability insurance policies, if such policies prohibit such waivers), waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property (including, but not limited to, the Premises, the Building and Improvements) which is caused by or results from perils, events or happenings which are the subject of insurance carried by the respective parties and in force at the time of any such loss, regardless of the negligence of either party. If either party so requests, the other party shall obtain from its insurer (other than insurers under commercial general liability insurance policies, if such policies prohibit such waivers) a written waiver of all rights of subrogation that it may have against the other party. If either party's commercial general liability insurance policy prohibits the waivers provided for above, then such

party shall notify the other party and shall cause such other party to be named as an additional insured under such general commercial liability policy and the waivers provided above shall no longer apply to claims under either party's general commercial liability policy.

**SECTION 10.3 Indemnification.** Subject to the foregoing waiver of subrogation, each party shall indemnify, defend, and hold the other party harmless from and against all causes of action, debts, claims, damages, demands, liabilities, injuries, fines, penalties, costs and expenses (including attorneys' fees) relating to accidents, injuries, loss, or damage to any person or property arising from or in any manner relating to the use by such party, its employees, agents, contractors, customers, invitees and licensees or others acting on behalf of such party, of the indemnified party's portion of the Land, except as may result from the negligence or intentional misconduct of the indemnified party or its employees, agents, contractors, customers, invitees and licensees. Notwithstanding the foregoing, the obligations of a party under this paragraph shall not apply to the customers or invitees of such party.

In no event shall the Landlord be held liable to Tenant for any damages related to loss of business or loss of revenue arising from or related to Lessee's occupancy or use of the premises.

**SECTION 10.4 Survival of Indemnities.** Tenant's and Landlord's indemnities as provided for in this Lease, herein shall survive the expiration or sooner termination of this Lease.

## **ARTICLE 11 DAMAGE AND DESTRUCTION**

**SECTION 11.1 Building Damaged or Destroyed by Fire or any other Casualty.** If the Building and/or Improvements shall be damaged or destroyed by fire or any other casualty, and the proceeds of the insurance coverage to be maintained by Tenant are available to Tenant in the amount of the full replacement cost of the damaged or destroyed portion of the Building and/or Improvements, Tenant shall consult with Landlord regarding repair of any portion of or all of the building. If the building is repairable, Tenant shall promptly repair and restore the Building and/or improvements to their previously undamaged condition, unless as otherwise agreed to by and between the parties, in which event this Lease shall continue in full force and effect; provided, however, that if repair and restoration is not pursued by Tenant, then Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to Landlord. In the event of such termination, upon the request of Landlord prior to date upon which the Lease terminates, Tenant shall at its expense cause all remaining above grade portions of the Building and/or Improvements to be razed and to cause all surface debris to be removed from the Premises.

**SECTION 11.2 Application of Insurance Proceeds.** Any and all fire or other insurance proceeds from policies carried by Tenant that become payable at any time during the Term because of damage to or destruction of the Buildings or Improvements on the Premises shall be paid, subject to the prior rights of any Leasehold Mortgagee, to Tenant. Notwithstanding anything to the contrary elsewhere in this Lease, in the event that Tenant's leasehold estate is subject to a Leasehold Mortgage, all amounts payable to Tenant pursuant to this Article, if required by the Leasehold Mortgage, shall be paid to the Leasehold Mortgagee to be applied by the Leasehold Mortgagee in accordance with the Leasehold Mortgage.

## **ARTICLE 12 DEFAULTS AND REMEDIES**

**SECTION 12.1 Tenant Defaults.** Each of the following events shall be a default by Tenant and a breach of this Lease and constitute an "**Event of Default**": (a) Failure of Tenant to pay the Base Rent or any other sum required to be paid by Tenant to Landlord under this Lease when each become due and

payable; (b) the failure of Tenant to observe and perform any of its other covenants, conditions or agreements under this Lease; or (c) the failure of Tenant to observe and perform any covenants, conditions or agreements applicable to the Premises. If the alleged default is monetary in nature such as nonpayment of rent, taxes or any other sums required to be paid by Tenant, Tenant shall have thirty (30) days after the date upon which such payment was due to cure the default. As to any default involving bankruptcy or insolvency, Tenant shall have thirty (30) after notice from Landlord to obtain the dismissal or vacation of such proceeding. As to any non-monetary default, Tenant shall have ninety (90) days after receipt of written notice from Landlord specifying the nature of the default; provided, however, that if, after exercise of due diligence and reasonable efforts to cure such non-monetary default, Tenant is unable to do so within ninety (90) days, the cure period shall be extended for a reasonable time, so long as Tenant continues to diligently prosecute to completion the cure of the default. As used herein, non-monetary default shall include, without limitation, a breach of any covenant of Tenant hereunder, Tenant's failure to perform as required hereunder (other than a covenant involving the payment of money), and a breach of any warranty, representation or other agreement of Tenant under this Lease.

**SECTION 12.2 Remedies.** If any default by Tenant shall continue uncured after the expiration of the applicable cure period, Landlord may exercise any one or more of the following rights, as Landlord's sole and exclusive remedies: (a) sue for injunctive relief; (b) sue for specific performance; (c) sue for damages; (d) set off any amount (plus interest) expended or damages Landlord incurred as a result of such default against any sums coming due to Tenant under this Lease; or (e) terminate this Lease.

**SECTION 12.3 Tenant's Liability After an Event of Default.** Upon an Event of Default, Landlord, without thereby waiving such default, may (but shall not be obligated to), without notice, perform the same for the account and at the expense of Tenant. Any expenses incurred by Landlord in connection with any such performance, and all costs, expenses, and disbursements of every kind and nature whatsoever, including reasonable attorneys' fees including appellate, bankruptcy and post-judgment proceedings involved in collecting or endeavoring to collect the rent or any additional rent or any part thereof or enforcing or endeavoring to enforce any rights against Tenant or Tenant's obligations hereunder, shall be due and payable upon Landlord's submission of an invoice therefor. All sums advanced by Landlord on account of Tenant under this Section, or pursuant to any other provision of this Lease, and all rent, if delinquent or not, paid by Tenant and received by Landlord when due hereunder, shall bear interest at the Prime Rate of interest as then published by *The Wall Street Journal* (or if *The Wall Street Journal* is no longer published, then from a similarly respected and available source as agreed upon by the Landlord and Tenant), from the date thereof until paid and the same shall be and constitute additional rent and be due and payable upon Landlord's demand therefor.

**SECTION 12.4 Landlord Default.** If Landlord defaults in its obligations hereunder and fails to cure same after notice from Tenant and a reasonable cure period, however, after exercise of due diligence and reasonable efforts to cure such default, Landlord is unable to do so within a reasonable time, the cure period shall be extended for such period of time Landlord requires to reasonably prosecute to completion the cure of the default, Tenant may terminate this Lease or proceed to cure the default and charge the cost of cure to Landlord or avail itself of any other remedy under law or at equity in the event of a default by Landlord.

## **SURRENDER AND REMOVAL**

**SECTION 13.1 Surrender of Possession.** On the expiration of the Term or earlier termination of this Lease, Tenant shall surrender to Landlord possession of the Premises and all improvements constructed and installed thereon. Upon such expiration, Tenant may remove, or cause to be removed, the Building, Improvements, all fixtures, all personal property and equipment of Tenant, other than permanent fixtures, from the Premises within thirty (30) days after the date of any expiration or termination of this

Lease; thereafter all such property, fixtures and equipment not removed shall belong to Landlord without the payment of any consideration.

**SECTION 13.2 Tenant's Quitclaim.** In the event Tenant does not remove any property, fixtures or equipment in the time required under this Article, all such property, fixtures or equipment located on the Premises shall become the absolute property of Landlord, and Tenant agrees to execute, acknowledge and deliver to Landlord a proper instrument in writing, releasing and quitclaiming to Landlord all right, title and interest of Tenant in and to the Premises and all improvements thereon (including the Building and any Improvements).

**ARTICLE 14  
GENERAL PROVISIONS**

**SECTION 14.1 Conditions and Covenants.** All of the provisions of this Lease shall be deemed as running with Landlord's leasehold interest in and to the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

**SECTION 14.2 Survival of Provisions.** All representations, warranties, and indemnities of Tenant and Landlord under this Lease shall survive the expiration or sooner termination of this Lease.

**SECTION 14.3 No Waiver of Breach.** No failure by either Landlord or Tenant to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

**SECTION 14.4 Force Majeure.** If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without the fault and beyond the reasonable control of the party so obligated (financial inability excepted) (any of the foregoing reason being hereinafter referred to as "**Force Majeure**"), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, it shall be the responsibility of the party whose performance is delayed to reasonably demonstrate to the other party that the delay in the time of performance was caused specifically by Force Majeure.

**SECTION 14.5 Notices.** All notices, demands, consents, approvals, requests and other communications under this agreement shall be in writing and shall be either (a) delivered in person, (b) sent by certified mail, return receipt requested, or (c) delivered by a nationally recognized delivery service and addressed as follows:

LANDLORD: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TENANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A notice, demand, consent, approval, request and other communication shall be deemed to be duly received (a) if delivered in person or by a nationally recognized delivery service, when left at the address of the recipient; and (b) if sent by certified mail, return receipt requested, three (3) business days after the date on which such notice was deposited in the U.S. Mail. Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in its paragraph.

**SECTION 14.6 Gender.** The use herein of any gender includes all others, and the singular number includes the plural and vice-versa, whenever the context so requires.

**SECTION 14.7 Captions.** Captions in this Lease are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Lease or any of the terms hereof.

**SECTION 14.8 Entire Agreement.** This Lease contains the entire agreement between the parties regarding the subject matter hereof. Any oral or written representations, agreements, understandings and/or statements not expressly included in this Lease shall be of no force and effect.

**SECTION 14.9 Waiver; Amendment.** No modification, waiver, amendment, discharge or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

**SECTION 14.10 Attorneys' Fees.** If either party retains an attorney to enforce this Lease, the prevailing party shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorneys' fees and costs incurred, through litigation, bankruptcy proceedings and all appeals.

**SECTION 14.11 Time.** Time is of the essence of each obligation of each party hereunder.

**SECTION 14.12 Governing Law.** This lease shall be construed and enforced in accordance with the laws of the State of Kansas.

**SECTION 14.13 Binding Effect.** Subject to any provision of this Lease that may prohibit or curtail assignment of any rights hereunder, this Lease shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and successors of the parties hereto.

**SECTION 14.14 Execution of Other Instruments.** Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge and deliver to the other party and all further instruments necessary or expedient to effectuate the purpose of this Lease.

**SECTION 14.15 Severability.** If any term, provision, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**SECTION 14.16 Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

**SECTION 14.17 Estoppel Certificate.** Either party shall execute, acknowledge and deliver to the other party, within ten (10) days after requested by the other party, a statement in writing certifying, if such is the case, that this Lease is unmodified and in full force and effect (or there have been modifications

that the same is in full force and effect as modified); the Effective Date of this Lease; the dates for which the rent and other charges have been paid; any alleged defaults and claims against the other party and providing such other information as shall be reasonably requested.

**SECTION 14.18 Right of Purchase.** So long as Tenant is not in default of the terms or the conditions of this Lease, Tenant shall have the exclusive and irrevocable right, option and privilege to purchase the Premises at any time from and after the first day of the 39<sup>th</sup> year of the Term. The terms of the option (the "Option") are as follows:

(a) **Purchase Price.** The purchase price shall be \$10,000 plus an increase of 100% of the CPI increase, if any, from the CPI index in effect for the month of the Effective Date. All Annual Payments made to Landlord up to the date of purchase of the Premises shall be applied as a credit towards the purchase price.

(b) **No Listing of Property.** So long as Tenant is not in default of the Lease beyond any applicable cure period, Landlord agrees not to market or list the Premises for sale or engage any agent to assist with the sale of the Premises during the Lease Term.

(c) **Written Notice.** The Option shall be exercised by Tenant by giving written notice to Landlord at any time from and after the first day of the 39<sup>th</sup> year of the Term. Upon the exercise of the Option, if the same is closed and the Premises are conveyed to Tenant, the Lease shall terminate according to its terms.

(d) **Title and Survey.** If Tenant exercises this Option, Landlord shall, within twenty (20) days after the exercise of the Option, furnish Tenant a currently certified written title insurance commitment for the Premises showing in Landlord a good and marketable title in fee simple to the Premises subject only to the Permitted Encumbrances, this Lease, and to any title defects caused by Tenant. Within five (5) days thereafter, Tenant shall notify Landlord whether such written title insurance commitment discloses defects in title that are not acceptable to Tenant. Landlord shall cure any such defects other than Permitted Encumbrances, this Lease, and to any title defects caused by Tenant. Tenant may also obtain a survey of the Premises prior to closing, at Tenant's sole cost. The closing of the purchase and sale contemplated by the Option shall be held thirty (30) days after such written title insurance commitment is provided to Tenant, and Landlord shall have until such date of closing to correct any title defects Landlord is required to correct under this paragraph. If such defects are not corrected by such date, Tenant shall have the option extending the date of closing for a reasonable period to allow Landlord to correct any such defects, or cure such defects (upon which Landlord shall reimburse Tenant all costs and expenses Tenant incurs to cure such defect), and upon correction of the same, or upon a waiver and acceptance of the same by Tenant, the closing and delivery of the deed shall occur ten (10) days thereafter. An owner's title insurance policy, in the amount that Tenant reasonably requests, shall be paid equally by Landlord and Tenant, and shall be issued to Tenant in conformity with such title insurance commitment upon delivery of the deed and as a condition of Tenant's obligation to close this purchase and sale. Landlord shall have no obligation to close the sale until all amounts due from Tenant under this Lease have been paid in full to the date of closing.

(e) **Conveyance.** Landlord will cause fee simple title to the Premises to be conveyed to Tenant, or to Tenant's nominee or assign, at closing, by Warranty Deed in customary form properly executed, free and clear of all liens and encumbrances but subject to easements, restrictions and covenants of record allowed hereunder or reasonably acceptable to Tenant, this Lease and any defects caused by Tenant. Closing costs shall be split as are customary split in Marshall County, Kansas.

**SECTION 14.19 Memorandum of Ground Lease.** Subsequent to the Effective Date, Landlord and Tenant shall execute and acknowledge a Memorandum of Ground Lease for purpose of recordation.

This Memorandum of Ground Lease shall be in the form attached hereto as Exhibit "C" and incorporated herein by reference.

**SECTION 14.20 Exhibits.** Exhibits "A" through "C" attached hereto are by this reference incorporated herein and made a part hereof.

**[REMAINDER OF PAGE INTENTIONALLY BLANK.]**

**IN WITNESS WHEREOF**, this Lease has been executed as of the Effective Date.

"TENANT"

FRONTIER DEVELOPMENT GROUP  
a Kansas limited liability company

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

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

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



"LANDLORD"

THE CITY OF MARYSVILLE, KANSAS  
a Municipal Corporation

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

**EXHIBIT "A" TO GROUND LEASE**

**THE PREMISES**

**EXHIBIT "B" TO GROUND LEASE**

**PERMITTED ENCUMBRANCES**

- 1.
- 2.
- 3.
- 4.

**EXHIBIT "C" TO GROUND LEASE**

**MEMORANDUM OF GROUND LEASE**

**MEMORANDUM OF GROUND LEASE**

THIS MEMORANDUM OF GROUND LEASE dated this 28<sup>th</sup> day of October, 2024 (the "Effective Date"), **THE CITY OF MARYSVILLE, KANSAS, a Municipal Corporation** (the "Landlord") and **FRONTIER DEVELOPMENT GROUP**, a Kansas limited liability company (the "Tenant").

**W I T N E S S E T H:**

**WHEREAS**, Landlord is the fees simple owner of that certain real property (herein called the "Land") located in Marysville, Marshall County, Kansas, described in Exhibit "A" hereof; and

**WHEREAS**, Tenant has leased from Landlord that certain land and improvements located thereon (collectively, the "Premises") on the terms and conditions more particularly set forth in that certain Ground Lease, dated October 28, 2024, by and between Landlord and Tenant (herein referred to as the "Ground Lease") and all licenses, rights, privileges and easements appurtenant thereto;

**WHEREAS**, Landlord and Tenant desire to enter into this Memorandum of Ground Lease, to give notice of said Ground Lease and all of its terms, covenants and conditions to the same extent as if said Ground Lease were fully set forth herein.

**NOW, THEREFORE**, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Ground Lease, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. Landlord has leased, demised and let, and does hereby lease, demise and let unto Tenant, and Tenant does hereby lease and take from Landlord all of Landlord's leasehold interest in and to the Premises and all easements, rights of way, appurtenances and other rights and benefits belonging and pertaining to such Land for a period beginning on the Effective Date and extending for fifty (50) years thereafter (the "Term").

2. The provisions of the Ground Lease include, without limitation, the right of Tenant to purchase the Premises, set forth in the Ground Lease. Original copies of the Ground Lease are in the possession of Landlord and Tenant. The Ground Lease contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Premises or Land on notice of the existence of the Ground Lease and, where appropriate, its contents, and shall ratify and confirm all other terms of the Ground Lease as fully as if the same had been set forth herein. Additional information concerning the terms of the Lease can be obtained from Landlord or Tenant at the addresses set forth above.

3. All parties are hereby directed to the Ground Lease for further agreements between Landlord and Tenant.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Ground Lease as of the day and year first above written.

"TENANT"

FRONTIER DEVELOPMENT GROUP  
a Kansas limited liability company

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

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

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

STATE OF KANSAS            )  
  )SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of Frontier Development Group, LLC, a Kansas limited liability company, on behalf of the company.

(Seal)

\_\_\_\_\_  
Notary Public

"LANDLORD"

THE CITY OF MARYSVILLE, KANSAS  
a Municipal Corporation,

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

STATE OF KANSAS            )  
  )SS  
COUNTY OF MARSHALL    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of THE CITY OF MARYSVILLE, KANSAS, a Municipal Corporation, on behalf of the limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

**EXHIBIT "A" TO MEMORANDUM OF GROUND LEASE**

**LEGAL DESCRIPTION OF THE LAND**



Plot Date: 8/17/2024 01:17 AM - File Name: 24352704 - City of Marysville (Marshall County) - If the surveyor's signature is not clear in color, the surveyor is a company that must be measured to create unambiguous information. The verification number on this document will not apply to any other.

**TRACT DESCRIPTION:**

A tract of land in Block 10 of Ballard & Morall's Addition to the City of Marysville, Marshall County, Kansas, prepared by Clint J. Friedrichs, PS #1709 on July 28, 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 289 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°53'20" 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 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 basis of bearings for said description are based on the North line of said Block 10 being North 90°00'00" East)

**SURVEYOR CERTIFICATE:**

I do hereby certify this plat represents the true and accurate results of a survey conducted by me or under my direct supervision on July 16, 2024.  
 - Clint J. Friedrichs, PS #1709 -



**REVIEW CERTIFICATE:**

This survey has been reviewed and approved for filing, pursuant to K.S.A. 58-2005, for content only and is in compliance with this Act.  
 No other warranties are extended or implied.  
 - Robert A. Peschel, PS #1385 -

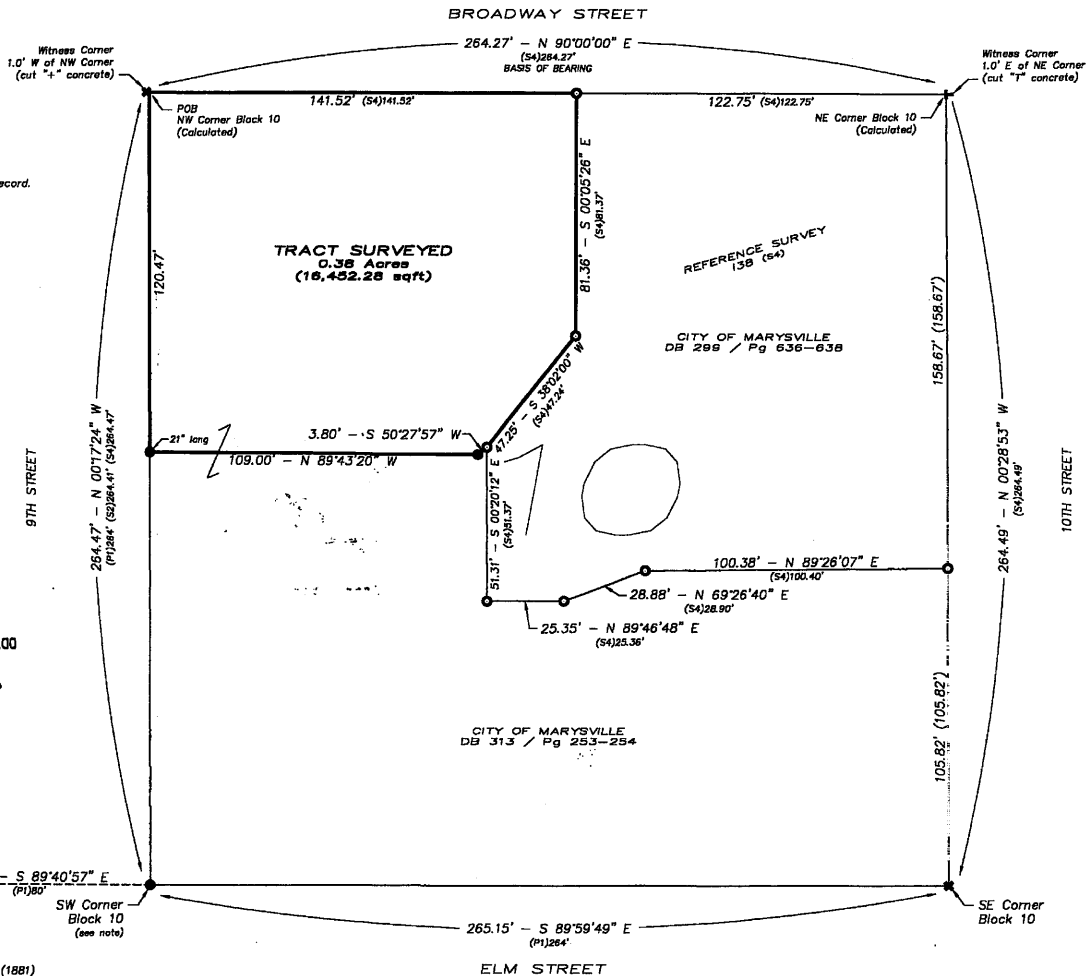


State of Kansas - Marshall County  
 Ruth Martin, Register of Deeds  
 Book: O Page: 187  
 Total Fees: \$21.00

NUMBER  
 ALPHA  
 SCANNED  
 PROOF  
 READ/REL

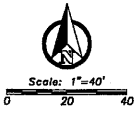
SE Corner Block 9 (Origin: S3)

BOOK O PAGE 187



- LEGEND**
- Found Monument (1/2" rebar, Origin: S4)
  - Found Monument (8" concrete post, Origin: S3)
  - Set Monument (1/2" x 30" rebar w/flat plastic cap CLS #155)
  - ⊕ Set Monument ("\* checked on concrete)
  - ⊖ Set Monument ("\* checked on concrete)
  - ⊙ Calculated Corner
  - POC Point of Commencement
  - POB Point of Beginning
  - W/C Witness Corner
  - (P1) Plat of Ballard & Morall's Addition to Palmetto Town Site - 1859, \*
  - (S1) Survey A108 \*
  - (S2) Survey H147 (Brown) - 1965 \*
  - (S3) Survey G63 (Stryker) - 1934 \*\*
  - (S4) Survey 138 (E.C. Grove) - 1971 \*

- REFERENCES:**
- Deed Bk 18 / Pg 578 - Vacating Alley in Block 10 (1881)
  - Survey C230 - 1865 \*\*
  - Survey H109 (Mehrbacner) - 1961 \*
  - Survey H125 (Hock) - 1962 \*
  - Survey 145 (Grove, E.C.) - 1973 \*
  - Survey 1124 (Grove, Doug.) - 1981 \*
  - Survey J15 (Grove, Doug.) - 1984 \*
  - Survey J5-93 (Cohorst) - 1990 \*
  - Survey N133 (Peschel) - 2012 \*
- NOTE:**  
 The exterior of Block 10 was laid out by retracing Survey 138 by E.C. Grove (1971).  
 The SW Corner of Block 10 was established 80 feet east of the SE Corner of Block 9 and at record distance south of the NW Corner of Block 10.
- \* - Register of Deeds Office  
 \*\* - Public Works Office



Project# 243527.04	<b>PLAT OF SURVEY</b>	
Surveyed: c/jf/csp/oje	<b>IN BLOCK 10 OF BALLARD &amp; MORALL'S ADDITION TO THE CITY OF MARYSVILLE, MARSHALL COUNTY, KANSAS</b>	
Detailed: c/jf	Requested By:	
Reviewed: rap	City of Marysville	
Sheet: 1 of 1	605 Broadway Street, Marysville, KS - Great Bend, KS - 785.562.5148 - CESgroup.biz	

RESOLUTION NO. 2024-24  
CITY OF MARYSVILLE, KANSAS

A RESOLUTION DECLARING A BUILDING BLIGHTED WITH  
RESPECT TO THE KANSAS SMALL CITIES  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, Congress recognized the prevention and elimination of slum and blight as a national objective under the Housing and Community Development Act of 1974; and

WHEREAS, The State of Kansas in its Urban Renewal Law of 1955 declared that the prevention and elimination of slums and blight is a matter of state policy and concern; and

WHEREAS, The City of MARYSVILLE wishes to stabilize and improve the economic viability of the downtown commercial district by encouraging private property owners to make improvements on existing blighted buildings; and

WHEREAS, The Kansas Department of Commerce has grant funds available through the CDBG Program to assist property owners in addressing deficiencies on blighted buildings in cooperation with the municipality; and

WHEREAS, The City of MARYSVILLE, the owner of the buildings located at 901 – 913 BROADWAY STREET in the City of MARYSVILLE wishes to participate in the program.

NOW, THEREFORE, BE IT RESOLVED THAT: The Governing Body of the City of MARYSVILLE, Kansas hereby declares that the above mentioned building is a blighted structure under the Kansas Urban Renewal Law and that it has the following conditions of blight, decay or environmental contamination:

EXAMPLES INCLUDE: exterior brick damage, roof damage, window/door damage, inadequate insulation, inadequate electrical, inadequate mechanical, inadequate plumbing, inadequate fire suppression, inadequate structural support, lead paint remediation and, FURTHERMORE these conditions are detrimental to public health and safety.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF MARYSVILLE, KANSAS  
THIS 28TH DAY OF OCTOBER, 2024.

ATTEST:

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

(Seal)

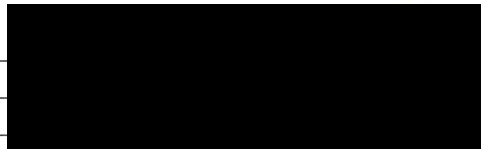
\_\_\_\_\_  
Mayor

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

-----  
Full Name (Responsible Party):

Maschmeier                      Mike                      R  
Last                                      First                                      Middle

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



Home Phone #: 7 \_\_\_\_\_

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



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

LEE DAM ARTcenter

DATE OF EVENT:

11-2-24

LOCATION:

ArtCenter

TIME:

6 pm

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

Retirement Party

I, Michael Maschmeier, 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 counsel 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 consideration for determining suitability of this application by the City of Marysville. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from all liability which may be incurred as a result of furnishing such information. A photocopy of this release will be valid as an original thereof, even though the said photocopy does not contain an original writing of my signature.

Michael Maschmeier  
Signature of Responsible Party

16 Oct 2024  
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**

**OCTOBER 28, 2024 -----ORDINANCE NO. 3833**

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:

FUND		
100	GENERAL	\$ 87,366.32
200	WATER REVENUE	43,156.56
300	SEWAGE REVENUE	19,550.63
405	SEWER REPLACEMENT	86,393.75
407	BOND & INTEREST	56,080.25
512	LIBRARY REVOLVING	7,500.49
600	SWIMMING POOL SALES TAX	691.08
707	KOESTER BLOCK MAINTENANCE	1,406.25
711	EMPLOYEE BENEFIT	9,801.17
715	TRANSIENT GUEST TAX	5,630.11
800	SALEX TAX IMPROVEMENT	<u>34,181.32</u>
	TOTAL ORDINANCE	\$ 351,757.93

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3833 10/28/24

Date: 10/24/2024

Time: 9:36 am

Page: 1

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
AFLAC INC	2918	VISION INSURANCE PREMIUM-OCT EMPLOYEE WITHHELD	0	00/00/0000	178.22
				Vendor Total:	178.22
AFLAC-REMITTANCE PROCESS SE	528	INSURANCE PREMIUM-OCTOBER	0	00/00/0000	1,477.97
				Vendor Total:	1,477.97
ARBOR INK	1723	600 PERFORATED BLUE SHEETS WATER SHUT OFF CARDS	0	00/00/0000	149.04
				Vendor Total:	149.04
AXON ENTERPRISE, INC.	2590	TASER 10 CERTIFICATION 10YR	0	00/00/0000	1,500.00
				Vendor Total:	1,500.00
BLUE VALLEY DOOR CO, INC	1390	REPLACE BOTTOM SECTION GARAGE DOOR AT WATER SHOP	0	00/00/0000	772.80
				Vendor Total:	772.80
BOND & INTEREST ACCOUNT #1	0066	TRANSFER WATER TOWER PJT	0	00/00/0000	13,250.00
				Vendor Total:	13,250.00
BOND & INTEREST ACCOUNT #1A	332	TRANSFER LAGOONS	0	00/00/0000	4,115.00
				Vendor Total:	4,115.00
BRUCE'S BODY SHOP, INC.	0158	TOWING & 68 DAYS STORAGE 2001 DODGE INTREPID-BLUE J. INGRAM	0	00/00/0000	1,460.00
				Vendor Total:	1,460.00
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	1,250.00
				Vendor Total:	1,250.00
CENTURY BUSINESS SYSTEMS	2009	SAVIN COPIER POLICE DEPARTMENT SERVICE/SUPPLY AGREEMENT&COPIES	0	00/00/0000	429.60
				Vendor Total:	429.60
CES GROUP P.A.	0172	DRAFT&FILE 3 ADDITIONAL TRACT DESCRIPTIONS-KOESTER BLOCK + Nordhus Storm Sewer Project	0	00/00/0000	35,547.25
				Vendor Total:	35,547.25
CITIZENS STATE BANK	0050	LEASE PURCHASE-FIRE STATION & LIGHTS AT FELDHUSEN FIELD	0	00/00/0000	56,080.25
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #711	52967	10/16/2024	54,908.39 H
				Vendor Total:	110,988.64
COMMERCE BANK-COMMERCIAL (	2055	METAL DETECTOR,BLU-RAY DR,SEAT COVERS,WINCH,JACK,MOTELS,ETC	52972	10/21/2024	5,030.13 H
				Vendor Total:	5,030.13
CROME LUMBER INC.	2235	OSB,LUMBER,PAINT,COUPLINGS, BITS,STAPLES,RESPIRATORS,ETC	0	00/00/0000	528.29
				Vendor Total:	528.29
DEFENSE TECHNOLOGY, LLC	2974	4-DAY LESS LETHAL ICP INSTRUCTOR COURSE-ESCALANTE	0	00/00/0000	995.00
				Vendor Total:	995.00
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	17,079.71
				Vendor Total:	17,079.71
EHNEN'S AUTOMOTIVE	2082	NUT DRIVER,BITS,ANTIFREEZE, FILTERS,COOLANT,CABLE TIES,ETC	0	00/00/0000	125.57
				Vendor Total:	125.57
EVERGY	1401	ELECTRIC-KOESTER RESTAURANT 908 ELM 9/6/24-10/8/24	52970	10/17/2024	38.49 H
EVERGY	1401	ELECTRICITY-STORM SIREN 1182 KEYSTONE RD	52974	10/23/2024	35.62 H
				Vendor Total:	74.11

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

ORD #3833 10/28/24

Date: 10/24/2024

Time: 9:36 am

Page: 2

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
FASTSIGNS	2677	50 VINYL LICENSE TAGS UTV/MUT 2025 WHITE	0	00/00/0000	91.94
				Vendor Total:	<u>91.94</u>
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	3,333.00
				Vendor Total:	<u>3,333.00</u>
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	40,831.00
				Vendor Total:	<u>40,831.00</u>
HILLTOP TIRES LLC	2842	4 NEW TIRES BFG ELITE-FORCE #1002 * Tire repair #5542	0	00/00/0000	1,012.02
				Vendor Total:	<u>1,012.02</u>
HOMETOWN LUMBER, INC.	987	BREAKER, GRAB BAR, EXT CORD, BITS GROUND ROD, CONCRETE, LMBR, ETC	0	00/00/0000	486.20
				Vendor Total:	<u>486.20</u>
HOTSY EQUIPMENT CO	1486	100' HOSE X 3/8" 4000 PSI FOR HOTSY	0	00/00/0000	270.00
				Vendor Total:	<u>270.00</u>
IDNTITEEZ	1957	638 T-SHIRTS FOR RED RIBBON WEEK	0	00/00/0000	4,944.50
				Vendor Total:	<u>4,944.50</u>
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS	0	00/00/0000	11,458.43
				Vendor Total:	<u>11,458.43</u>
KANSAS HIGHWAY PATROL	907	ADVANCED CRIMINAL INTERDICTION COURSE-KENWORTHY OCT 21-25	0	00/00/0000	276.00
				Vendor Total:	<u>276.00</u>
KANSAS ONE-CALL SYSTEM, INC	838	LOCATES (45) SEPTEMBER	0	00/00/0000	54.00
				Vendor Total:	<u>54.00</u>
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER MS17DM000091	0	00/00/0000	126.26
				Vendor Total:	<u>126.26</u>
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE-SEPTEMBER	0	00/00/0000	1,315.18
				Vendor Total:	<u>1,315.18</u>
KANSAS STATE UNIVERSITY	0888	WILLIE THE WILDCAT APPEARANCE RED RIBBON WEEK 10/25/24	52973	10/22/2024	256.00 H
				Vendor Total:	<u>256.00</u>
KANSAS WATER FEE	1423	WATER PROTECTION/CLEAN DRINK FEES 3RD QTR 2024	0	00/00/0000	2,123.81
				Vendor Total:	<u>2,123.81</u>
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHELD	0	00/00/0000	3,284.65
				Vendor Total:	<u>3,284.65</u>
KRAMER OIL CO., INC	0035	OIL, GASOLINE, & DIESEL	52968	10/16/2024	7,011.54 H
				Vendor Total:	<u>7,011.54</u>
STEVEN ALLEN KRAUSHAAR	0974	COURT APPOINTED SERVICES MARIAH COLE	0	00/00/0000	100.00
				Vendor Total:	<u>100.00</u>
WAYNE ALLEN KRUSE	2909	C&T DIRECTOR SALARY PER CONTRACT-OCTOBER	0	00/00/0000	3,750.00
				Vendor Total:	<u>3,750.00</u>
KS EMPLOYMENT SECURITY FUNI	0105	CONTRIBUTIONS 3RD QTR 2024	0	00/00/0000	527.05
				Vendor Total:	<u>527.05</u>
LEFTY'S AUTO REPAIR	1202	REPAIR OIL COOLER LINES #4529	0	00/00/0000	95.00
				Vendor Total:	<u>95.00</u>
MARSHALL CO TRANSFER STATIC	664	LANDFILL FEES	0	00/00/0000	12.60
				Vendor Total:	<u>12.60</u>
MARYSVILLE FIRE DEPARTMENT	1345	FIREMENS CONTRIBUTIONS-SEPT	0	00/00/0000	220.00

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3833 10/28/24

Date: 10/24/2024

Time: 9:36 am

Page: 3

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	220.00
MARYSVILLE READY MIX, INC	0089	7.25YD CONCRETE-2ND/ALSTON, 11TH/MAY,8TH/NORTH,&LAKEVIEW	0	00/00/0000	1,296.65
				Vendor Total:	1,296.65
LAURA R MAURSTAD	2968	WITHOLDING ORDER MS24LM92	0	00/00/0000	258.55
				Vendor Total:	258.55
JOHN T. MCNISH	2914	VIDEOGRAPHY SERVICES MONTHLY EXTENDED TO DECEMBER 2024	0	00/00/0000	400.00
				Vendor Total:	400.00
MIKE'S O.K. TIRES	2079	TIRE REPAIRS #6602 & 4011	0	00/00/0000	205.00
				Vendor Total:	205.00
MILEAGE & MEAL REIMBURSEMENT	2428	REIMBURSE MILEAGE & MEALS LEAGUE MEETING WICHITA - Colleen Behrens	0	00/00/0000	314.92
				Vendor Total:	314.92
MUNICIPAL SUPPLY, INC	579	METER PITS, PIT LIDS, CAPS, BUSHINGS, & COUPLINGS	0	00/00/0000	4,193.44
				Vendor Total:	4,193.44
NEMAHA MARSHALL R E C	1044	ELECTRICITY-ST LIGHTS, WELLS, & LIFT STATION + Billboard	52971	10/21/2024	2,136.95 H
				Vendor Total:	2,136.95
NETWORK COMPUTER SOLUTION	2223	ANTIVIRUS,HOSTING,MICRSOFT,& REMOTE ACCESS-POLICE DEPT + City Hall	0	00/00/0000	1,375.92
				Vendor Total:	1,375.92
NORDHUS MOTOR CO., INC	0120	REPLACED BRAKE LINES	0	00/00/0000	595.78
				Vendor Total:	595.78
PADDOCK POOL EQUIPMENT CO	2975	PVC GRATING CLIPS & SCREWS FOR POOL	0	00/00/0000	602.20
				Vendor Total:	602.20
CARLA D. PATTERSON	2971	CONSULTING-MUSEUM PERSONEL TRAINING REMAINDER CITY SHARE	0	00/00/0000	896.82
				Vendor Total:	896.82
PRAIRIE FIRE COFFEE SYSTEMS	0229	COFFEE-POLICE DEPARTMENT	0	00/00/0000	117.80
				Vendor Total:	117.80
PRI MANAGEMENT GROUP	2976	POLICE RECORDS CLASSES DANIELLE SALCEDO (3 CLASSES)	0	00/00/0000	837.00
				Vendor Total:	837.00
SALINA SUPPLY COMPANY	0078	#5 1/2PT RECTOR SEALS	0	00/00/0000	180.64
				Vendor Total:	180.64
SECURITY EQUIPMENT INC	2676	KOESTER MUSEUM MONITORING & SERVICE AGREEMENT 11/1-1/31	0	00/00/0000	506.85
				Vendor Total:	506.85
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	4,165.00
				Vendor Total:	4,165.00
TRACTOR SUPPLY CREDIT PLAN	2907	SPOTLIGHT,BOW RAKES,CABLE,WIRE ROPE,BOLTS,ADAPTERS,ETC	52969	10/17/2024	387.01 H
				Vendor Total:	387.01
TRUCK REPAIR PLUS, INC.	1715	REPLACE BRAKE POD & AIR LINES #4010	0	00/00/0000	356.64
				Vendor Total:	356.64
WATER UTILITY RESERVE FUND	1989	TRANSFER PER BUDGET	0	00/00/0000	4,835.00
				Vendor Total:	4,835.00

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3833 10/28/24

Date: 10/24/2024

Time: 9:36 am

Page: 4

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Grand Total:	300,192.68
				Less Credit Memos:	0.00
				Net Total:	300,192.68
				Less Hand Check Total:	69,804.13
				Outstanding Invoice Total :	230,388.55
	Total Invoices:	66			



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

ORD #3833 10/28/24-GRANT

Date: 10/24/2024

Time: 9:17 am

Page: 1

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
BG CONSULTANTS, INC.	0823	ENGINEERING-LAGOON/WETLANDS KDHE FUNDS	110	10/17/2024	51,565.25 H
				Vendor Total:	<u>51,565.25</u>
				Grand Total:	51,565.25
				Less Credit Memos:	0.00
				Net Total:	<u>51,565.25</u>
				Less Hand Check Total:	51,565.25
				Outstanding Invoice Total :	<u>0.00</u>
	Total Invoices:	1			