

**AGENDA
REGULAR MEETING
March 23, 2020
7:00 p.m.**

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

1. APPROVAL OF MINUTES-Regular Meeting: March 9, 2020

Pages 02-07

2. PUBLIC COMMENTS

Comments in this portion of the meeting will be held to a maximum of five (5) minutes. Scheduled requests shall be allotted fifteen (15) minutes. Requests to address the council or to be on the agenda must be given to the city clerk no later than noon (12:00) on the Thursday preceding a scheduled council meeting (council meetings are scheduled for the second and fourth Monday of every month). Prior to making comments, please state the following: First & Last Name, Your Address and Ward.

3. BUSINESS AND DISCUSSION ITEMS

1. Marysville Chamber & Main Street Application
2. MOU Emergency Management
3. Real Estate Contract 101 S 4th
4. Real Estate Contract 307 Broadway

Pages 08-10

Pages 11-17

Pages 18-25

Pages 26-33

Recess City Council Meeting

CALL TO ORDER-PUBLIC BUILDING COMMISSION

ROLL CALL

1. Paying Cooper Malone McCain, Inc \$1,500.00 [Cont. Disclosure Services]
(Note: PBC Balance as of 3/23/20: \$594,000.70)

Resume Regular Order of Business

4. NOTICES AND HEARINGS

5. CONSENT AGENDA

6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3720

Pages 34-38

7. STAFF REPORTS

1. City Administrator
 - a. Street Replacement
 - b. Vacation 14 Day Vacation Restriction
 - c. Point of Contact for Partnership 4 Growth
 - d. Fire Station Architecture Agreement

Page 39

Pages 40-44

Pages 45-63

8. STANDING COMMITTEE REPORTS

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

9. APPOINTMENTS & WAGE DETERMINATIONS

Wage Determination for Lienemann

Page 64

10. CITY ATTORNEY/EXECUTIVE SESSION

11. ROUNDTABLE DISCUSSION

ADJOURNMENT

Regular Meeting
City Hall, Marysville, Kansas-March 9, 2020

Members of the Governing Body of the City of Marysville were called to order in regular session at 7:00 p.m. on the date and place noted above with Mayor Barnes in the chair. City Administrator St. John and City Clerk Holle were also present.

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

The minutes from the February 24th regular meeting were presented for approval. The minutes from the March 2, 2020 special meeting were presented. CM Schroller had a correction to the special meeting minutes. CM Throm moved, CM Behrens seconded to approve the minutes as amended. Motion carried by 7-0 voice vote.

PUBLIC COMMENTS:

BUSINESS AND DISCUSSION ITEMS:

1. **MARYSVILLE SWIM TEAM REQUESTS.** Katie Oehm, Marysville Swim Team Coach asked the council if the team could place a memorial bench on the north side of the pool. CA St. John reported all the spaces are taken. CA St. John said he and the Parks supervisor would try to find another place or suggest a different memorial item. Katie asked the swim team to be allowed to practice twice daily. CC Holle presented the current policy which states the swim team will practice Monday-Friday, 11:15-12:30. The policy would need to be changed if this request is granted. The policy will be discussed after a pool manager is hired. Katie also asked the city to approve the swim meet schedule. The schedule was set before the city was consulted. CA St. John said in the future, the city should be contacted previous to setting the schedule. There is a swim meet scheduled on Wednesday evening July 1, which will cause the city to cancel free swim. Free swim is held on Wednesday evenings from 6:30 to 8:00 per the pool policy. CM Frye moved, CM Throm seconded to accept the Swim Team schedule. Motion passed unanimously.
2. **CDBG FIRE STATION GRANT.** Emily Benedict from NCRP who will manage our grant told the council the environmental assessment was underway. The grant agreement would need to be signed by April 17, 2020, the building contract awarded by March 2021 and the project completed by March 15, 2022. CM Throm moved to approve the grant agreement contract NO. 20-pf-008 with the State of Kansas Department of Commerce to build a fire station with CDBG grant funds, CM Behrens seconded. Motion carried unanimously. Volunteer labor cannot be used toward in-kind cost share unless the City would apply and be accepted for a change in the grant.
3. **TEMPORAY ONE-WAY ALLEY.** Resolution 2020-02 was presented at CM Frye's request. The construction on 10th & Center Street causing North 10th Street to be closed has created excessive traffic in the alley between 10th and 11th Street, between Center and Carolina. This resolution will make the alley a temporary one-way west from 11th to 10th Street. CM Throm moved to approve Resolution 2020-02 until 10th Street is re-opened. CM Pippia seconded. Motion passed unanimously.

4. **CCLIP SECOND PHASE.** CA St. John presented a City Connection Links Improvement Plan Application prepared by BG Consultants to complete the 2nd phase of Highway 77 South. The project would be completed in the state's fiscal year 2022. This project will cost \$1,736,940 with the city share of \$736,940. The proposed project starts at the southern line of the CCLIP first phase. The council discussed asking the state to complete the road from the city limits to the edge of the bridge on Hwy 77. CM Frye moved to approve filing the application, CM Hughes seconded. Motion carried unanimously.

RECESS REGULAR MEETING. CM Throm moved, CM Beikman seconded to recess the regular meeting. Motion carried unanimously

At 7:47 p.m., members of the Marysville Public Building commission were called to order in regular session with Mayor Barnes in the chair.

Roll call was answered by the following Public Building Commission Members: Pippia, Beikman, Hughes, Frye, Schroller, Behrens and Schroller. A quorum was present.

1. **AUDIT PAYMENT.** PBCM Throm moved, PBCM Pippia seconded authorization to pay \$1,250 to Sink, Gordon & Associates LLP for audit services. Motion carried unanimously.

At 7:48 p.m., PBCM Throm moved, PBCM Behrens seconded to adjourn the Public Building Commission Meeting. Motion carried by unanimous roll call vote.

RESUME REGULAR MEETING

NOTICES AND HEARINGS:

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

1. Close City Park-Kiwanis Club Easter Egg Hunt, April 4, 2020.
2. Close Lions Park-Methodist Church Easter Egg Hunt, April 11, 2020.
3. City Clerk's Report for February showed \$57,754.39 collected in receipts with a like amount being deposited with the City Treasurer.
4. Cash balances in funds as of February 29, 2020 were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through February 2020 showed unadjusted accumulated revenues in the General Fund of \$989,372 or 37% of budget; Water Revenue Fund, \$131,563 or 15% of budget, Sewer Revenue Fund, \$132,128 or 17% of budget. Unadjusted statement of expenditures in the General Fund totaled \$383,360 or 12% of budget, Water Revenue Fund, \$150,488 or 10% of budget, and Sewer Revenue Fund, \$108,733 or 10% of budget.

5. Municipal Judge's Report for February showed \$2,408 being deposited with the City Treasurer and \$94 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

APPROPRIATIONS ORDINANCE NO. 3719

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$185,359.46; Water Revenue Fund, \$12,824.66; Sewage Revenue Fund, \$9,437.92; Sewer Replacement Fund, \$705.00; Economic Development Fund, \$1,000.00; Library Revolving, \$5,726.61; Swim Pool Sales Tax \$90.71; Special Law Enforcement, \$1,088.30; Koester Block Maintenance, \$227.81; Employee Benefit Fund, \$8,020.78; Transient Guest Tax, \$2,653.89; Sales Tax Improvements, \$64.87; making a total of \$227,200.01.
2. An appropriations ordinance was introduced and considered to honor claims against the funds of the City as audited by the Finance Committee. CM Beikman moved, CM Throm seconded to approve the appropriations ordinance totaling \$227,200.01. Motion to approve the appropriations ordinance carried by 7-0 roll call vote. City Clerk Holle assigned Ordinance No. 3719.

STAFF REPORTS:

CITY ADMINISTRATOR:

1. **SCHWAB-EATON GRADING PLAN AT LAKEVIEW.** A plan designed by Schwab-Eaton for the grading and improvements at Lakeview Complex was presented to the council. This plan incorporated some of the suggestions from the council's previous meeting. The council discussed more changes in the plan especially about water run-off and natural springs. CA St. John will ask Schwab-Eaton about possible changes, batting cages and an estimate of the costs for the improvements.
2. **PURPLEWAVE TRUCKS.** CA St. John and city staff have looked into purchasing used dump trucks on Purplewave Auctions. CA St. John asked for authority to bid up to \$50,000 for 2 dump trucks on the on-line auction. The council suggested speaking with local mechanics concerning the history of problems with the truck models we are considering buying. CM Throm moved to allow CA St. John to spend up to \$50,000 for 2 dump trucks on the Purplewave Auctions, CM Behrens seconded. Motion passed 7-0. CM Beikman suggested the City consider purchasing a semi-tractor and trailer to allow the City to haul some of the salt and other products the City purchases in bulk.
3. **2020 WATERLINE PROJECT.** CM Throm moved to go out for bid for the waterline project on 17th, 18th, 20th, Laramie, May, and Jenkins Streets. This project will require the contractor to bore the lines to help preserve trees. CM Frye seconded. The bid opening will be April 8th at 2:00 p.m. Motion carried unanimously.

4. **NEW WAGE SCALE.** CA St John presented a proposed wage scale that reflects the cost of living increase in January 2020. This scale also proposed pay range changes for several police officers. The seasonal employees would be increased by \$.40 per hour. The council will discuss the new wage scale at workshop.
5. **FINANCIALS.** CA St John updated the governing body on the status of General Fund, Water Revenue Fund, Sewer Revenue Fund and Sales Tax Improvement Fund. The City has been filling the salt shed so that increased expenses in the General Fund. A Capital Projects report was also included.

STANDING COMMITTEE REPORTS:

STREET:

1. **N 8TH STREET.** CM Hughes reported the north end of 8th Street which is gravel is in poor condition.

WATER & WASTEWATER:

1. **WATER COMMITTEE.** CM Throm reported the Water Committee met tonight previous to the council meeting. Marg Kos at 1303 N 12th Street had a water leak in her heating system. The water did not go in the sewer system and the committee reduced her bill by \$74.90 which was the sewer charge on the extra water.

PARKS & RECREATION:

1. **RECREATION COMPANY.** CA St. John said there were some local citizens interested in forming a company to take over the Recreation Department. They are still in the research stage.
2. **LIFEGUARDS AND POOL MANAGER.** CA St. John said the city is receiving applications for the pool manager position and lifeguards.

CEMETERY & AIRPORT:

POLICE & FIRE:

ADMINISTRATION & FINANCE:

1. CM Hughes read a statement he wrote concerning minutes from the February 10, 2020 council meeting. He asked the statement to be included in the record of this council meeting and it is printed at the end of these minutes.
2. CM Hughes also asked if the mayor could appoint a city attorney at this time as the City Code 1-301 says the appointments will be in April and the appointed would take office May 1. CA

St. John read the end of that sentence in the code which says, “or until their successors have been appointed and qualified.” CM Hughes questioned the termination of the previous attorney. Mayor Barnes and CA St. John said the attorney had been notified verbally and was present at the council meeting when the new City Attorney was appointed and approved. He voiced no opposition to the change and had sent an email requesting removal from correspondence.

WAGE DETERMINATIONS: Wage determinations of \$17.89 for Todd Packett and Austin Watts, reserve police officers were presented. CM Frye moved, CM Pippia seconded to approve the wage determinations. Motion carried unanimously.

CITY ATTORNEY:

EXECUTIVE SESSION:

ROUND TABLE DISCUSSION:

1. **FIRING RANGE.** CM Pippia said there is a group of citizens who would like the City’s firing range to be open to the public. CM Pippia said they suggested a fee be charged either yearly or per visit to off-set the cost of operation. CC Holle said the rules would need to be established before insurance could be purchased. The City police department and Marshall County sheriff’s department both train at the firing range, but it is owned by the City.
2. **CONTRACT DIESEL FUEL.** CM Beikman would like the City to research contracting diesel fuel.
3. **HOUSE NUMBERS.** CM Schroller would like the citizens of Marysville to post house numbers and said the City supplies them free. CM Schroller would like the print to be larger in the newsletter regarding the council members’ contact information.

There being no further business, at 8:45 p.m. CM Beikman moved to adjourn, CM Pippia seconded. Motion carried unanimously.

Cindy Holle
City Clerk

Statement written by CM Hughes and printed in its entirety as requested:

March 9, 2020

Statement by Council member Terry Hughes

At the February 24, 2020 City Council meeting City Administrator St. John refused to allow my request for an amendment to the minutes of the February 10 City Council meeting regarding liability of throwing discs in City Park. CA St. John stated that the minutes belong to the Clerk and that only the Clerk can change the minutes.

On February 25, I contacted the Kansas League of Municipalities and spoke to staff attorney Deborah Barnes. She stated that the minutes are the official record for the governing body. There are no rules in statutes as to how minutes are kept. Some Cities keep it simple while others go into a lot of detail. It is up to the Council.

Attorney Deborah Barnes clarified that only the Council can decide whether to amend the minutes or not. And that is done by Council vote.

She also noted that speeches and discussion are usually not recorded except when a specific request for something to be included “for the record” is made.

I request that this statement be included in the minutes for the record of this meeting.



Dear Member,

Thank you for your continued support of Marysville Chamber of Commerce and Marysville Main Street. Following the vote on January 11th, 2020, both groups have now merged to form one entity to best serve and support you – our members and our community.

The new entity will be called “Marysville Chamber & Main Street”, and governed by one joint board starting with representatives from both former organizations, as well as new board members not associated with either group. Both groups have long been dedicated to making Marysville a better place to live, work, and conduct business, and we will continue to do so as one unit going forward.

In 2020, our primary goals are to continue to host the economy-driving, business development, and networking events the Marysville community has become accustomed to, to hire staff, and to create a pathway and united direction for the new entity going forward into 2021 and beyond.

As with any community organization, your participation and membership plays a key role in our success. We hope you will consider renewing your annual membership for 2020, and to find ways to engage with the events and development strategies we’re working to implement for our businesses and our community. There are many ways to be involved with Marysville Chamber & Main Street outside of annual dues. We encourage you to consider joining a committee, volunteer at an event, or attend business events to help support local industry. We hope you will join us as we work towards the future of Marysville.

Attached is your application for annual membership and a page dedicated specifically to dues and membership levels. It was our goal to keep most dues the same as or lower than they have been in the past, but there are some circumstances where that does not hold true. Please let us know if you have any questions about which category your membership falls in, or if you are in need of a formal invoice or billing. Please return to the Chamber office no later than March 31, 2020.

Marysville Chamber & Main Street Board of Directors:

Jada Ackerman – Tyson Anderson – Tony Duever – Sue Etelemaki – Kyle Goracke
Sarah Kessinger – Ashley Kracht – Justin Schell – Sandy Schmitz – Lori Snellings – Adam Turner
Megan Urban – Nick Wolfe – Erin Wright

P.O. Box 16, 101 N. 10th St. Marysville, KS 66508
785.562.3101
info@maryvillekansaschamber.org

Marysville Chamber & Main Street
2020 Dues Statement

Introduction

Due to the combining of Marysville Chamber of Commerce and Marysville Mainstreet into one organization, a new dues structure has been created to account for the new group providing the services previously provided by each group separately. The new dues structure follows the structure previously established by the Chamber of Commerce. New to the dues structure is an impact fee for businesses located in the "downtown district". Previous members of Marysville Main Street will recall dues for that organization were also formerly assessed in levels based on number of employees. This has now been simplified into one flat rate. Below you will see a layout of the new dues structure. Your past dues for Marysville Chamber and/or Main Street are listed below based on records found from either group. Based on these past records, your new 2020 dues were established and listed below.

Current Dues Structure

Commercial, retail, and service businesses (based on # of employees)

1 to 5	\$95.00	21 to 30	\$273.00
6 to 10	\$121.00	31 to 50	\$342.00
11 to 15	\$210.00	51 to 100	\$420.00
16 to 20	\$242.00	101 & Up	\$473.00

Utilities and Railroads \$473.00

Financial Institutions \$552.00

Fraternal & Associates \$74.00

Downtown District Impact Fee \$100.00

(additional fee assessed to commercial, retail and service businesses located within the "downtown district")

Executive Level \$600.00 (min.)

2020 Dues

Member Name	City of Marysville	Amount Due
Level:	<u>Service 31 to 50</u>	<u>\$ 342.00</u>
Downtown District Impact Fee (if applicable)		<u>\$ 15,000.00</u>
		<u>\$15,342.00</u> Total Amount Due

2019 Dues (for information only)

Chamber: \$ 342.00

Main Street: \$ 15,000.00

Total Paid: \$

Please make checks payable to **Marysville Chamber & Main Street**. Please remit payment by March 31, 2020 to be included in the 2020 membership lists. Payments may be dropped off to 101 N. 10th, or mailed in, to Marysville Chamber & Main Street at P.O. Box 16, Marysville, KS 66508. If you have any questions or concerns about your proposed dues, please do not hesitate to contact us. Dues notices for 2021 will be mailed in November/December of this year.



Marysville Chamber & Main Street
P.O. Box 16
Marysville, KS 66508
785-562-3101
info@marysvillekansaschamber.org

Application for Membership

(Please Complete All That Apply)

I hereby make application for active membership in the Marysville Chamber of Commerce and agree to adhere to all by-laws, rules and regulations.

Business or Organization: _____
Contact Person: _____
Physical Address: _____
Mailing Address: _____
Phone: (____) ____-____ Fax: (____) ____-____
E-Mail Address: _____
Website Address: _____
Facebook Address: _____
Number of Employees: Full Time - _____ Part Time - _____
Mail Preference: US Mail - _____ E-Mail - _____
Brief Description of Business, Services & Hours: _____

Additional Name to receive email information;

Please Return Completed Application and Dues to the above address



Marshall County Emergency Management

1201 Broadway, Office B4 • Marysville, Kansas 66508
Phone: (785) 562-4550 • Fax: (785) 562-4551
E-mail: msco911ep@bluevalley.net

February 26, 2020

Dear Sir or Madam,

The Marshall County Emergency Management office is currently updating the county's emergency shelter listings and would like your input. If your organization is willing to provide sheltering facilities in an emergency, please contact our office. There are also opportunities in Marshall County to participate in volunteer organization with the focus of providing assistance for the sheltering and/or minor medical needs of persons during a disaster or emergency.

By being a sheltering facility for your community, you provide much needed - and appreciated assistance to your friends and neighbors. Please consider re-registering your facility with the Emergency Management office. By registering with us, we can quickly notify displaced citizens of the closest shelter and more easily assist with sheltering operations. Enclosed you will find a Memorandum of Understanding (MOU) to be completed and returned to us. This document helps our office meet state sheltering standards by having a formal agreement, and it protects your organization by offering a place to document any limitations or special requirements your facility may have. Please provide a name and a 24 hour contact number if you choose to do this.

Thank you for considering serving your community through providing a sheltering location. If you have any questions or comments, please contact us at 785-562-4550, msco911ep@bluevalley.net, or msco910@bluevalley.net.

Sincerely,

Bill Schwindamann
Director
Marshall County Emergency Management

Memorandum of Understanding

between

CITY OF MARYSVILLE

and

Marshall County Emergency Management

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to establish a working relationship between Marshall County Emergency Management ("MSCOEM") and _____ ("Venue") in preparing for and responding to disasters. This MOU provides the broad framework for cooperation between the two organizations in rendering assistance and service to victims of disaster, as well as other services for which cooperation may be mutually beneficial.

II. Independence of Operations

Each organization will maintain its own identity in providing service. Each organization is separately responsible for establishing its own policies and financing its own activities.

III. Definition of Disaster

A disaster is an occurrence such as a hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, volcanic eruption, drought, blizzard, pestilence, famine, fire, explosion, building collapse, transportation accident, or other situation that causes human suffering or creates human needs that the victims cannot alleviate without assistance.

IV. Contact information

MSCOEM and Venue will routinely exchange and update point of contact information to facilitate effective communication. The primary points of contact in each organization will be responsible for the implementation of the MOU in their respective organizations, coordinating activities between organizations, and responding to questions regarding this MOU. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.

IV. Methods of Cooperation

MSCOEM and the Venue will cooperate and coordinate in the following manner:

- A. Regular communication will be maintained between MSCOEM and the Venue during non-disaster periods and especially during times of disaster response.
- B. MSCOEM and Venue will work together to develop plans for using available Venue facilities, including kitchen facilities, indoor space, and parking areas, for the provision of disaster relief services including sheltering.
- C. MSCOEM and Venue will work together to develop plans for using the Venue's catering and/or concessions capabilities and services to support mobile or fixed feeding operations in connection with a disaster response.

- D. When working onsite, Venue employees will remain independent of MSCO EM in their support of the relief operation and will be given identification allowing access to relevant facilities and locations.
- E. Venue members are encouraged to learn the basics of shelter disaster response through training. Training is provided free and could include the following courses:
 - Introduction to Disaster Services (online training) found on www.redcross.org. Go to Disaster Services, Spotlight -- Take the Introduction to Disaster Services Course.
 - There are other organizations that provide training, please contact MSCOEM if interested in learning more.
- F. The Venue encourages members to become involved in Venue's emergency planning activities and learn the basic response and recovery procedures for the venue.
- G. MSCO EM and the Venue will make every effort to staff the Venue with volunteers at all times during the disaster.
- H. Neither party to this MOU will use the name, logo, emblem or trademarks of the other without prior written authorization for each use. Nothing in this MOU shall be construed as granting such authorization.
- I. The Venue will be sympathetic with the position of MSCOEM in conducting special appeals and campaigns for funds during times of disaster, and will help interpret the need for such to its membership, understanding that MSCOEM is dependent primarily upon tax payer support.
- J. MSCOEM and the Venue will explore mutually beneficial opportunities for collaboration to provide community disaster education.
- K. MSCOEM and the Venue will communicate to their respective organizations the intent of this agreement and will urge full cooperation with each other.

L. MSCOEM and the Venue will keep the public informed of their cooperative efforts.

O. MSCOEM and the Venue will actively seek to identify other areas or services within their respective organization where cooperation and support will be mutually beneficial and to amend this MOU accordingly to include such agreements.

VI. Expenses

This MOU does not create any obligation for either party to reimburse or compensate the other for any costs or expenses associated with cooperative activities related to this MOU. MSCO EM and Venue agree that to the extent their relationship may now or in the future entail any financial commitments to each other such commitments will be set forth in a separate, written agreement signed by both parties.

VII. Periodic Review

Representatives of MSCO EM and the Venue will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing the MOU and revise and develop new plans or goals as appropriate.

VIII. Terms and Termination

This MOU is effective as of the date of the last signature below and expires on 3-1-2025, five years from the signature date. The parties may extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. It may be terminated by written notice from either party to the other at any time.

IX. Miscellaneous

Neither party to this MOU has the authority to act on behalf of the other party or to bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU is termination, with no damages or penalty.

X. Rights

MSCO EM and the Venue have the right to decline the use of their facility due to unavailability.

X. Signatures

**Marshall County Emergency
Management**

By: _____ **By:** _____
Signature Signature

William Schwindamann, Jr.
Name: _____ **Name:** _____
Print Name Print Name

Director
Title: _____ **Title:** _____
Print Title Print Title

Date: _____ **Date:** _____

785-562-4550 - office
785-562-7119 - cell
Phone Number: _____ **24 Hour Phone Number:** _____



Marshall County Emergency Management

1201 Broadway, Office B4 • Marysville, Kansas 66508

Phone: (785) 562-4550 • Fax: (785) 562-4551

E-mail: mSCO911ep@bluevalley.net

February 27, 2020

Dear Sir or Madam,

This year we are needing additional information on your facility to register as a potential shelter in our community. If you could also fill out the following information so it can be recorded for future reference it would help us out.

Thank you for helping serve your community.

Name of Facility: *Marysville City Hall*

Address of Facility: *209 N 8th St. Marysville*

24-hour Contact Name and Phone Number: *Cindy Holle 785-562-7869 (cell) Austin St. John 785-713-1592 (cell)*

Toilet Facilities: *yes*

Full Kitchen: *no*

Shower: *no*

Capacity: *100*

Generator: *yes*

If there are any special instructions to use your facility as a shelter please list them here:

REAL ESTATE SALES CONTRACT

THIS AGREEMENT, made and entered into this ____ day of March, 2020, by and between Lynn A. Runnebaum and Kim L. Runnebaum, husband and wife, referred to as "Seller," and the City of Marysville, Kansas, a Kansas municipality, hereinafter referred to as "Buyer."

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

The North 82 feet of the Lots One (1) and Two (2), in Block Eighteen (18) in Marysville Proper now incorporated and part of the City of Marysville, Marshall County, Kansas;

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

(Street address: 101 S. 4th Street, Marysville, KS 66508)

1. PRICE: Buyer agrees to pay Seller and Seller agrees to accept as total consideration for the purchase and sale of said Property the total sum of Fifty Thousand Dollars (\$50,000), hereinafter referred to as the "Purchase Price". The payment of the purchase price shall be paid in installments, as provided below, subject to the appropriation of such funds by the Buyer in accordance with laws of the State of Kansas:

- (a) 10% of the purchase price to be held by escrow until the first payment is due, the same being Five Thousand Dollars (\$5,000.00).
- (b) The first installment payment is due in the month of December 2020, after passage of the appropriation ordinance in the month of December 2020. The sum of \$20,000 shall be paid to Seller at that time. The escrow shall pay out the \$5,000 earnest money to Seller, leaving a balance of \$25,000. Upon the payment of the first installment and payout of the earnest money, Buyer shall record the deed conveying the subject property from the Seller to Buyer.
- (c) The remaining installment of \$25,000 shall be paid directly to Seller by certified monies, after the passage of the appropriation ordinance in the month of January 2021.
- (d) Buyer shall not be subject to any carrying costs on the installment payments.

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

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

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

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

3. TAXES: Property taxes for 2020 and all prior years shall be paid by Seller. The taxes for all subsequent years that are assessed thereafter shall be paid by the Buyer.

4. CLOSING AND POSSESSION: Possession of the above described real estate shall be delivered to Buyer on the date of closing which shall not be later than **December 28, 2020**, unless extended by mutual agreement of the parties. Closing of the real estate transaction shall be held at the Law Offices of Bolton and McNish, LLC, 916 Broadway, Marysville, Kansas 66508, ph. #785-562-5388, fax 785-562-2124, email jmcnish@bluevalley.net. The parties agree to close the transaction as soon as practical after the passage of the appropriation ordinance in the month of December 2020 wherein the first installment of \$25,000 is authorized.

The parties acknowledged that the subject property is subject to an existed lease agreement. Seller shall be responsible for terminating the tenancy and for any costs that may be incurred to evict the tenant for the subject premises.

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

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

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

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

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

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

The Escrow Agent will submit 1099-S to Seller reporting the entire transaction. It will be the responsibility of the Seller to file an income tax return selecting the tax treatment of the transaction as an installment contract.

Buyer shall be responsible for the document and deed preparation and for escrow/settlement services.

In addition, Buyer shall be responsible for the fees to record the deed in the Register of Deeds Office.

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

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

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

Buyer authorizes the Escrow Agent to receive any mortgage and loan information relative to the above referenced property and to release to the bank or lending institution which is financing

the purchase a copy of this agreement, the deed, a closing statement, and any other documents or information regarding this sale transaction as may be required for the loan application and the closing of this sale.

9. PERSONAL PROPERTY: The portable shed or outbuilding shall remain on the subject premises and become the property of the Buyer. No other personal property items are specifically included in this agreement. Seller shall have the right to salvage materials, including without limitation, the furnaces, air conditioners, water heaters and fixtures, from the interior and exterior of the residential dwelling structure.

10. DEFAULT: If Seller is unable to deliver marketable/insurable title, any earnest money shall be returned to Buyer and this agreement shall be of no further force and effect. In the event Buyer fails to make any of the payments or perform any of the covenants contained herein, Seller may declare this agreement null and void and any amounts paid by the Buyer shall be forfeited to Seller as liquidated damages. In the alternative, Seller shall be entitled to pursue such other legal and equitable remedies that may be available to Seller.

11. FORFEITURE OR REFUND OF EARNEST MONEY: The parties understand that applicable Kansas real estate laws prohibit the Escrow Agent from distributing the earnest money, once deposited, without the consent of all parties to this agreement. Buyer and Seller agree that failure by either to respond in writing to a certified letter from the Escrow Agent within Seven (7) days of receipt thereof or failure to make written demand for return or forfeiture of an earnest money deposit within thirty (30) days of notice of cancellation of this agreement, shall constitute consent to distribution of the earnest money as suggested in any such certified letter, or as demanded by the other party hereto.

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

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

14. KANSAS DISCLOSURES: The subject property is presently used for commercial purposes. Notwithstanding the present use, the following disclosures are provided:

A. LEAD-BASED PAINT WARNING: Buyer hereby acknowledges receipt of the U.S. Department of Housing and Urban Development's notice regarding lead-based paint as outlined in the "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" as well as the pamphlet published by the United States Environmental Protection Agency entitled "Protect Your

Family From Lead in Your Home.” Seller and Buyer acknowledge that lead-based paint may have been used on the premises. Buyer, having reviewed the information identified herein and being duly informed, accepts the property in its existing condition and waives any inspection.

- B. RADON GAS WARNING: Every buyer of real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The Kansas department of health and environment recommends that all home-buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by radon mitigation technician. For additional information, go to www.kansasradonprogram.org.
- C. NOTICE OF CRIMINAL OFFENDER REGISTRY: Kansas law requires persons who are convicted of certain crimes, including sexually violent crimes, to register with the sheriff of the county in which such offender resides. If you, as the Buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

15. APPROPRIATION REQUIREMENTS; APPROVAL BY GOVERNING BODY OF THE CITY OF MARYSVILLE. Seller acknowledges that the Purchaser is a municipality subject to constitutional and statutory requirements. Pursuant to K.S.A. 10-1101 *et seq*, the Purchaser as a municipality is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality's current budget year or (b) funds made available from any lawfully operated revenue producing source. Further, it is understood that this Agreement must be approved by the governing body of the City of Marysville to authorize the Mayor to execute this Agreement on behalf of the City of Marysville. In the event sufficient funds are not appropriated for the payment required to be paid under this Agreement and Purchaser has no funds legally available from other sources, then Purchaser may terminate this Agreement and Purchaser shall not be obligated to make payment beyond any amount previously advanced. If this Agreement is terminated under this sub-part, Purchaser agrees, at Purchaser's cost and expense, to deliver the real estate peaceably to Seller. Notwithstanding anything in this agreement to the contrary, the provisions of this sub-part shall survive termination of this Agreement.

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

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

SELLER

BUYER:

Lynn A. Runnebaum

Date

Jason Barnes, Mayor

Date

Kim L. Runnebaum

Date

Attest:

Lucinda Holle, Clerk

ACCEPTANCE BY ESCROW AGENT

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

- _____ 1. Original contract executed by the parties;
- _____ 2. Original Warranty Deed;
- _____ 3. Earnest money in the amount of \$ 5,000.00.

Dated: _____.

Escrow Agent

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

Seller's Name: (1) Lynn A. Runnebaum
 (2) Kim L. Runnebaum

Address of Seller: _____

Phone: (1) _____

 (2) _____

SSN.: (1) _____

 (2) _____

Lender or Lienholders: _____

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

Buyer's Name: City of Marysville, Kansas

Buyers' Address after sale 209 N. 8th Street
Marysville, KS 66508

FEIN: _____

Buyers' telephone #: 785-562-5331

Property subject to contract:

The North 82 feet of the Lots One (1) and Two (2), in Block Eighteen (18) in Marysville Proper now incorporated and part of the City of Marysville, Marshall County, Kansas

(Street address: 101 S. 4th Street, Marysville, KS 66508).

REAL ESTATE SALES CONTRACT

THIS AGREEMENT, made and entered into this ____ day of March, 2020, by and between Donna J. Alwin, referred to as "Seller," and the City of Marysville, Kansas, a Kansas municipality, hereinafter referred to as "Buyer."

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

Lot Three (3), in Block Eighteen (18) in Marysville Proper now incorporated and part of the City of Marysville, Marshall County, Kansas;

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

(Street address: 307 Broadway Street, Marysville, KS 66508)

1. PRICE: Buyer agrees to pay Seller and Seller agrees to accept as total consideration for the purchase and sale of said Property the total sum of Twelve Thousand Dollars (\$12,000.00), hereinafter referred to as the "Purchase Price". The Purchase Price shall be paid, as provided below, subject to the appropriation of such funds by the Buyer in accordance with the laws of the State of Kansas:

- (a) No down payment or earnest money shall be required.
- (b) Buyer shall be paid Six Thousand Dollars (\$6,000.00) at closing.
- (c) The remaining installment of Six Thousand Dollars (\$6,000.00) shall be paid directly to Seller, after the passage of the appropriation ordinance in the month of January 2021.
- (d) Buyer shall not be subject to any carrying costs on the installment payments.
- (e) In addition, Buyer agrees to provide Seller a dumpster from time to time to dispose of personal property items stored in or about the subject premises.

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

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

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

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

3. **TAXES:** Taxes for 2020 and all prior years shall be paid by Seller. The taxes for all subsequent years shall be the responsibility of the Buyer.

4. **CLOSING AND POSSESSION:** Closing of the above described real estate shall not be later than **December 28, 2020**, unless extended by mutual agreement of the parties. Closing of the real estate transaction shall be held at the Law Offices of Bolton and McNish, LLC, 916 Broadway, Marysville, Kansas 66508, ph. #785-562-5388, fax 785-562-2124, email jmcnish@bluevalley.net. The parties agree to close the transaction as soon as practical after the passage of the appropriation ordinance in the month of December 2020 wherein the first installment of \$6,000 is authorized.

After closing, Buyer will allow Seller to use of the structure located on the subject premises for storage purposes until October 31, 2021, subject to the following conditions:

- A. During that time between closing and October 31, 2021, Seller shall remove all personal property items that she intends to keep as her own personal property or otherwise dispose of such items in the dumpster provided under this agreement. After October 31, 2021, any personal property items of the Seller remaining in or upon the structure or subject premises shall become the property of the Buyer. Buyer shall have the right and authority to dispose of such remaining personal property items without compensation to Seller.
- B. Risk of loss, injury to person or damage to the property including chattel stored on the property shall belong to Seller. Seller shall defend and hold Buyer harmless for any damage, injury to person or loss of property while said Seller is storing personal property items in or upon the subject premises and while said Seller is removing or disposing of or removing personal property items from the subject premises.
- C. Buyer shall have the right to enter and inspect the structure at reasonable times and upon reasonable notice to Seller.
- D. Seller shall not use or permit the use of the subject premises for illegal purposes. Buyer further agrees not to conduct any business or commercial

operation in the subject premises and shall not use the structure for residential purposes.

- E. Seller shall not be charged rent for use of the structure. Buyer shall not be required to maintain the improvements in their present existing condition. Buyer shall be responsible for mowing or other yard work to the extent sufficient to comply with the Marysville City Code.

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

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

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

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

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

The Escrow Agent is directed to pay all expenses incurred in connection with the sale of the above described real estate. The Escrow Agent will submit 1099-S to Seller reporting the entire transaction. It will be the responsibility of the Seller to file an income tax return selecting the tax treatment of the transaction.

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

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

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

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

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

10. DEFAULT: If Seller is unable to deliver marketable/insurable title, any monies paid by Buyer shall be reimbursed by Seller and this agreement shall be of no further force and effect. In the event Buyer fails to make any of the payments or perform any of the covenants contained herein, Seller may declare this agreement null and void and any amounts paid by the Buyer shall be forfeited to Seller as liquidated damages. In the alternative, Seller shall be entitled to pursue such other legal and equitable remedies that may be available to Seller.

11. FORFEITURE OR REFUND OF EARNEST MONEY: The parties understand that applicable Kansas real estate laws prohibit the Escrow Agent from distributing the earnest money, once deposited, without the consent of all parties to this agreement. Buyer and Seller agree that failure by either to respond in writing to a certified letter from the Escrow Agent within Seven (7) days of receipt thereof or failure to make written demand for return or forfeiture of an earnest money deposit within thirty (30) days of notice of cancellation of this agreement, shall constitute consent to distribution of the earnest money as suggested in any such certified letter, or as demanded by the other party hereto.

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

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

14. KANSAS DISCLOSURES: The subject property is presently used for commercial purposes. Notwithstanding the present use, the following disclosures are provided:

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

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

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

15. APPROPRIATION REQUIREMENTS; APPROVAL BY GOVERNING BODY OF THE CITY OF MARYSVILLE. Seller acknowledges that the Purchaser is a municipality subject to constitutional and statutory requirements. Pursuant to K.S.A. 10-1101 *et seq*, the Purchaser as a municipality is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality's current budget year or (b) funds made available from any lawfully operated revenue producing source. Further, it is understood that this Agreement must be approved by the governing body of the City of Marysville to authorize the Mayor to execute this Agreement on behalf of the City of Marysville. In the event sufficient funds are not

appropriated for the payment required to be paid under this Agreement and Purchaser has no funds legally available from other sources, then Purchaser may terminate this Agreement and Purchaser shall not be obligated to make payment beyond any amount previously advanced. If this Agreement is terminated under this sub-part, Purchaser agrees, at Purchaser's cost and expense, to deliver the real estate peaceably to Seller. Notwithstanding anything in this agreement to the contrary, the provisions of this sub-part shall survive termination of this Agreement.

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

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

SELLER

BUYER:

Donna J. Alwin

Date

Jason Barnes, Mayor

Date

Attest:

Lucinda Holle, Clerk

ACCEPTANCE BY ESCROW AGENT

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

- _____ 1. Original contract executed by the parties;
- _____ 2. Original Warranty Deed;
- _____ 3. Earnest money in the amount of \$_____;

Dated: _____.

Escrow Agent

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

Seller's Name: Donna J. Alwin

Seller's address: _____

Phone: _____

SSN: _____

Lender or Lienholder: _____

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

Buyer's Name: City of Marysville, Kansas

Buyers' Address after sale 209 N. 8th Street
Marysville, KS 66508

FEIN: _____

Buyers' telephone #: 785-562-5331

Property subject to contract:

Lot Three (3), in Block Eighteen (18) in Marysville Proper now incorporated
and part of the City of Marysville, Marshall County, Kansas;

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

(Street address: 307 Broadway Street, Marysville, KS 66508)

CITY CLERK'S WARRANT REGISTER

PAGE 1 OF 5

MARCH 23 2020 -----ORDINANCE NO. 3720

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:		
FUND		
100	GENERAL	\$ 78,503.93
200	WATER REVENUE	124,031.55
300	SEWAGE REVENUE	24,546.20
405	SEWAGE REPLACEMENT	28,561.49
409	BOND & INTEREST ACCOUNT #1	1,500.00
503	INDUSTRIAL	2,500.00
512	LIBRARY REVOLVING	9,956.80
513	LIBRARY	7,338.88
514	LIBRARY EMPLOYEE BENEFIT	3,071.83
600	SWIM POOL SALES TAX	48.91
607	SPECIAL PARKS	8,564.46
707	KOESTER BLOCK MAINTENANCE	458.17
711	EMPLOYEE BENEFIT	29,257.39
715	TRANSIENT GUEST TAX	2,576.73
720	MUNICIPAL EQUIPMENT RESERVE	509.95
800	SALEX TAX IMPROVEMENTS	<u>37,398.10</u>
	TOTAL ORDINANCE	\$ 358,824.39

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3720 3/23/2020

Date: 03/19/2020

Time: 3:06 pm

Page: 1

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ACKERMAN LOCK & KEY	523	DUPLICATE KEYS-OLD PD (5) 617 BROADWAY	0	00/00/0000	15.50
				Vendor Total:	15.50
ADVANCE INSURANCE COMPANY	997	LIFE INSURANCE PREM-APRIL 2020	0	00/00/0000	313.92
				Vendor Total:	313.92
AFLAC-REMITTANCE PROCESS SE	528	INSURANCE PREMIUM-MARCH	0	00/00/0000	1,390.08
				Vendor Total:	1,390.08
AGLAND ELECTRIC MOTOR SERVI	858	REPLACEMENT PUMP PS#4-LABOR, FREIGHT,&EQUIPMENT USE	0	00/00/0000	28,561.49
				Vendor Total:	28,561.49
AIR & FIRE SYSTEMS	2482	HYDROTEST/LEAK CHECK AIR BOTTLES(6) - FIRE DEPARTMENT	0	00/00/0000	305.30
				Vendor Total:	305.30
ARBOR INK	1723	500 BUSINESS CARDS-AUSTIN ST. JOHN	0	00/00/0000	57.00
				Vendor Total:	57.00
ARMSCOR CARTRIDGE INC	2513	AMMO-9MM & 223 (8 BOXES)	0	00/00/0000	1,622.00
				Vendor Total:	1,622.00
BISHOP'S	2734	USED TIRE/RIM FOR DIXON MOWER #5558	44818	03/13/2020	40.00 H
				Vendor Total:	40.00
BLOOM CREATIVE LLC	2567	CONVENTION & TOURISM DIRECTORY SALARY MONTHLY	0	00/00/0000	1,833.00
				Vendor Total:	1,833.00
BLUE CROSS BLUE SHIELD INSUR	0091	HEALTH INSURANCE PREMIUM APRIL + Dental	0	00/00/0000	34,752.06
				Vendor Total:	34,752.06
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	4,000.00
				Vendor Total:	4,000.00
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	1,000.00
				Vendor Total:	1,000.00
CENTURY BUSINESS SYSTEMS	2009	SAVIN COPIER-POLICE DEPT ADDITIONAL COLOR COPIES-MARCH	0	00/00/0000	38.86
				Vendor Total:	38.86
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #589	44810	03/11/2020	43,020.70 H
				Vendor Total:	43,020.70
COMMERCE BANK-COMMERCIAL	2055	TRACTOR SEAT,LAPTOP,SIGNS,GAS, KACP CONF,STAMP,MEALS,ETC	44814	03/12/2020	1,815.99 H
				Vendor Total:	1,815.99
CONVENTION & TOURISM	0680	GRANT-BOOTH FEE LAND RUN EXPO OKLAHOMA-PROMOTE MARYSVILLE	0	00/00/0000	500.00
				Vendor Total:	500.00
COOPER MALONE MCCLAIN, INC.	1884	CONTINUING DISCLOSURE SERVICES GO REFUNDING BONDS-WATER TOWE	0	00/00/0000	1,500.00
				Vendor Total:	1,500.00
CRAFCO, INC	2686	PLEXI MELT FOR CRACK SEALER 6300LBS	0	00/00/0000	4,263.00
				Vendor Total:	4,263.00
CROME LUMBER INC.	2235	CEMENT MIX,PRIMER,LUMBER,BOLTS ,RAZOR BLADES,&CUT OFF WHEEL	0	00/00/0000	221.61
				Vendor Total:	221.61

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3720 3/23/2020

Date: 03/19/2020

Time: 3:06 pm

Page: 2

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
DAVE'S BODY SHOP	4012	OIL CHANGE #1003/1001 & WHEEL STUDS #1001	0	00/00/0000	206.81
				Vendor Total:	206.81
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	13,073.39
				Vendor Total:	13,073.39
EHNEN'S AUTOMOTIVE	2082	WIRING HARNESS,WIPER BLADES, GREASE FITTINGS,&CHAIN LUBE	0	00/00/0000	151.83
				Vendor Total:	151.83
EVANGELICAL U.C.C.	1619	RECYCLING OPERATIONS (MARCH)	0	00/00/0000	150.00
				Vendor Total:	150.00
EVERGY	1401	ELECTRICITY-STREET LIGHTS	44816	03/12/2020	4,763.11 H
				Vendor Total:	4,763.11
FASTENAL	1894	GLOVES,BOLTS/NUTS(28)-CUTTING EDGE ON LOADER #4530	0	00/00/0000	57.91
				Vendor Total:	57.91
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	3,000.00
				Vendor Total:	3,000.00
GALLS, AN ARAMARK COMPANY	0266	RIVER BELT-LEIS	0	00/00/0000	34.99
				Vendor Total:	34.99
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	37,466.00
				Vendor Total:	37,466.00
CHRISTOPHER JAMES GRAUER	2729	2020 WATER WELL EASEMENT	0	00/00/0000	1,000.00
				Vendor Total:	1,000.00
HALL BROTHERS INC	0200	10.88 TON PATIO ROCK	0	00/00/0000	544.00
				Vendor Total:	544.00
HARD ROCK QUARRIES, LLC	2680	103.72 3/4" SCREENED LIMESTONE	0	00/00/0000	1,659.52
				Vendor Total:	1,659.52
HAUG COMMUNICATIONS, INC	22	HANDHELD RADIO TK-2312K 128CH VHF	0	00/00/0000	315.00
				Vendor Total:	315.00
HAWKINS, INC	1493	CHLORINE- WATER PLANT	0	00/00/0000	431.54
				Vendor Total:	431.54
JERRY HOSFELT	1968	MOWING LEVEE-1ST PAYMENT 2020 FLOOD CONTROL	0	00/00/0000	4,267.00
				Vendor Total:	4,267.00
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS	0	00/00/0000	9,301.86
				Vendor Total:	9,301.86
KANSAS GAS SERVICE	1201	GAS SERVICE	44817	03/12/2020	2,774.37 H
				Vendor Total:	2,774.37
KANSAS ONE-CALL SYSTEM, INC	838	LOCATES (43) FEBRUARY	0	00/00/0000	51.60
				Vendor Total:	51.60
KANSAS PAYMENT CENTER	1238	WITHHOLDING ORDER NM15DM000071	0	00/00/0000	436.16
				Vendor Total:	436.16
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE-FEBRUARY	44815	03/12/2020	769.35 H
				Vendor Total:	769.35
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	2,354.41
				Vendor Total:	2,354.41
KRAMER OIL CO., INC	0035	GAS & DIESEL	44813	03/12/2020	4,409.79 H
				Vendor Total:	4,409.79
STEVEN ALLEN KRAUSHAAR	0974	COURT APPOINTED SERVICES	0	00/00/0000	200.00

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3720 3/23/2020

Date: 03/19/2020

Time: 3:06 pm

Page: 3

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	200.00
LANDOLL CORPORATION	0093	METAL FOR MASTIC SCREEDS & FLOATS	0	00/00/0000	65.38
				Vendor Total:	65.38
LATTA PLUMBING, INC.	0079	WATERLINE RPR-WATER SHOP,PARTS FOR LV RR & FF SPRINKLER	0	00/00/0000	1,206.11
				Vendor Total:	1,206.11
LIBRARY TREAS-CITY OF MARYSV	0095	TAX DISTRIBUTION PER BUDGET	0	00/00/0000	10,410.71
				Vendor Total:	10,410.71
LONGFORD WATER CO	2271	480 BOTTLES PRIVATE LABEL BOTTLED WATER	0	00/00/0000	172.80
				Vendor Total:	172.80
MARSHALL CO PARTNERSHIP-GR	2206	2020 MEMBERSHIP-SILVER APPROVED 2/27/2020	44811	03/12/2020	2,500.00 H
				Vendor Total:	2,500.00
MARYSVILLE ADVOCATE	0017	CHRT ORD 23-COUNCIL TERMS,ZONE BRD OF APLS-HARTLEY,&ADS	0	00/00/0000	497.00
				Vendor Total:	497.00
MARYSVILLE READY MIX, INC	0089	9YD CONCRETE-12TH RD/ASHBURY STORM SEWER/DITCH + 2.25 yd Concrete 15 th Broadway	0	00/00/0000	1,411.50
				Vendor Total:	1,411.50
MIKE'S O.K. TIRES	2079	10 NEW TIRES FIRE TRUCK #607 HERCULES 11R-22.5 16 PLY	0	00/00/0000	3,384.50
				Vendor Total:	3,384.50
MORRISON,FROST,OLSEN,IRVINE	2045	LEGAL SERVICES-FEBRUARY	0	00/00/0000	629.88
				Vendor Total:	629.88
MUNICIPAL SUPPLY, INC	579	NEPTUNE WATER METERS MACH 10 (288) 5/8X1/2" & (51) 3/4", +gaskets, tubing, tees, etc.	0	00/00/0000	82,307.62
				Vendor Total:	82,307.62
NELSON POWER & LIGHT	2339	LOWER CONDUIT-HWY 36/77 TRAFFIC SIGNALS-CCLIP PJT	0	00/00/0000	2,296.28
				Vendor Total:	2,296.28
NEMAHA MARSHALL R E C	1044	ELECTRICITY AT BILLBOARD, Street Lights- Keystone, wells, + Lift Stations	0	00/00/0000	1,702.34
				Vendor Total:	1,702.34
NETWORK COMPUTER SOLUTION	2223	NEW COMPUTER MONITOR & BIT-DEFENDER ANTIVIRUS-PD(NOV-FEB)+ monthly antivirus/Cloud, + annual cloud license	0	00/00/0000	485.58
				Vendor Total:	485.58
OEHM PLUMBING & HEATING	1616	RPR SHOWER DRAIN-APT & RPR WATER LINE-FIRE STATION #2	0	00/00/0000	134.89
				Vendor Total:	134.89
PACE ANALYTICAL SERVICES INC	2519	WASTE WATER ANALYSIS-FEB	0	00/00/0000	401.55
				Vendor Total:	401.55
PONY EXPRESS VETERINARY CLII	452	EUTHANIZE/BOARD CATS/DOGS	0	00/00/0000	45.00
				Vendor Total:	45.00
PRAIRIE FIRE COFFEE SYSTEMS	0229	COFFEE-STREET DEPARTMENT	0	00/00/0000	91.80
				Vendor Total:	91.80
ROCKWELL'S REPAIR SHOP	0157	NEW VELCRO ON COAT COLLAR & HELMET-FIRE GEAR	0	00/00/0000	14.00
				Vendor Total:	14.00
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	8,333.00
				Vendor Total:	8,333.00

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3720 3/23/2020

Date: 03/19/2020

Time: 3:06 pm

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
THE POND GUY	2733	AIRMAX PS80 SYSTEM AERATOR, LINE,CONNECTORS,&3YR CARE PROG	44812	03/12/2020	8,564.46 H
				Vendor Total:	8,564.46
TMHC SERVICES, INC.	1907	ALCOHOL/DRUG TESTING,ADMIN FEE	0	00/00/0000	106.50
				Vendor Total:	106.50
TRUCK COMPONENT SERVICES	2628	ST SWEEPER BROOMS(8)-MAIN,MID, &FRONT #4004	0	00/00/0000	2,985.25
				Vendor Total:	2,985.25
TRUCK REPAIR PLUS, INC.	1715	15-40 MOBILE OIL #2515	0	00/00/0000	14.35
				Vendor Total:	14.35
UNITED PEST CONTROL, INC	712	PEST CONTROL-PD (BI-MONTHLY)	0	00/00/0000	70.00
				Vendor Total:	70.00
USA BLUEBOOK	1681	HYDRANT OUT OF SERVICE MARKERS (6)	0	00/00/0000	74.74
				Vendor Total:	74.74
WATER UTILITY RESERVE FUND	1989	TRANSFER PER BUDGET	0	00/00/0000	5,000.00
				Vendor Total:	5,000.00
				Grand Total:	358,824.39
				Less Credit Memos:	0.00
				Net Total:	358,824.39
				Less Hand Check Total:	68,657.77
				Outstanding Invoice Total :	290,166.62
Total Invoices:		76			

City Administrator's Report

3/19/2020

3/23/2020 Council Meeting

1. Street Replacement

Included are the bids for the street replacement of Broadway from 14th to 15th, as well as 14th and 15th from Broadway to Center. Below are the totals from each contractor.

Contractor	Total Price
Hall Brothers	\$197,123.25
Bryant and Bryant	\$240,077.00
AHRS	\$211,000.00
Inline	\$170,688.00

The low bidder is Inline with the bid of \$170,688.00.

Recommendation: Approve Inline's bid of \$170,688.00, to come out of Sales Tax.

Pages: 40-44

2. Vacation 14 Day Vacation Restriction

We have a policy in place that restricts the use of vacation of more than two weeks unless approved by council. We would like for you to either wave or get rid of this policy so that employees who need to take more can without going through a council meeting. We are particularly concerned if someone feels they need to be quarantined.

3. Point of Contact for Partnership 4 Growth

I would like to be made the point of contact for Partnership 4 Growth.

4. Fire Station Architecture Agreement

Included is the agreement for the architecture of the new fire station with BG Consultants. The fee is based on the amount the bid turns out to be. We are estimating about \$1.2 million on the construction bid, so the cost will be about \$90,000 to \$100,000 for their services.

Recommendation: Approve contract with BG consultants

Pages: 45-63



Bryant & Bryant Const. Inc.

703 McNair

Halstead, KS 67056

Telephone: 316-835-3322 Fax: 316-835-2497

Project: Marysville
Broadway St 14th to 15th

Date: March 18, 2020

Item	Description	Unit	Quantity	Unit Price	Amount
1	Construction Staking	ls	1.00	\$1,000.00	\$1,000.00
2	Mobilization	ls	1.00	\$15,000.00	\$15,000.00
3	Traffic Control	ls	1.00	\$1,500.00	\$1,500.00
4	Removals	cy	396.00	\$30.00	\$11,880.00
5	Aggregate Base (AB-3 6")	sy	2,390.00	\$9.00	\$21,510.00
6	Adjust Manhole	ea	3.00	\$450.00	\$1,350.00
7	ADA Ramp	ea	6.00	\$750.00	\$4,500.00
8	Curb & Gutter	lf	981.00	\$30.00	\$29,430.00
9	Valley Gutter 4' 6"	lf	90.00	\$40.00	\$3,600.00
10	Concrete Pavement (8" AE NRDJ)	sy	2,059.00	\$73.00	\$150,307.00
				Total Bid:	\$240,077.00

Price Includes: Material, Labor, Equipment, Insurance

Price Excludes: Testing, Seeding, Pavement Marking, Signage, anything not specifically called out in advertisement.

Quantities are estimated for bid comparison purposes. Final measured quantities shall be paid.

Any questions, call Bud Bryant: (316) 772-0637



ESTIMATE

Customer Name: City of Marysville

Date: 3/18/20

Job Description: Street Replacement Project

- Complete Replacement of:
 - 14th street from Center to Concrete
 - Broadway from 14th street to 15th street
 - 15th street from Center to 156 feet south
 - Includes 6 ADA ramps and all curb and gutter
 - All work done to specifications of project overview provided by owner
- Includes all subsidiary items.

We hereby propose to furnish material and labor - complete, in accordance with, above specifications for the sum of:
one hundred seventy thousand six hundred eighty eight dollars and zero cents (\$170,688.00)

Payment to be made as follows:

Materials: The materials of a job will be paid in full at the time of delivery. Concrete: Any concrete and concrete materials must be paid in full upon its completion. Labor & Miscellaneous Expenses: Labor and miscellaneous expenses will be paid in full upon job completion. All bills must be paid within 7 days of receipt of invoice or statement. Any unpaid balance after the 7 days will be assessed late fees.

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted this _____ day of _____, 2020.

Customer Signature: _____ Company Representative: _____



General Contractor

533 Railroad Street - Bern, Kansas 66408
(785) 336-6118 – Fax (785) 336-3744

March 18, 2020

TO: City of Marysville
Austin St. John
209 N. 8th Street
Marysville, Ks 66508

**PROJECT: Broadway, 14th, 15th Street
Replacement - 2020**

We wish to provide you with this proposal for the concrete work outlined below for the above referenced project.

Street Replacement Price:.....\$211,000.00

SCOPE OF WORK:

- A. General Inclusions:
 - 1. General liability insurance.
 - 2. Street barricades.
- B. Street Replacement Inclusions:
 - 1. Remove the existing street brick and subgrade and haul off to city landfill
 - 2. Remove curb and gutter
 - 3. Furnish and install 6" thick stone base under pavement and curb and gutter
 - 4. 8" thick x 30" curb and gutter with dowel reinforcing
 - 5. 8" thick concrete pavement with 6x6 W2.9 wire mat reinforcement, 4,000 psi AE psi concrete mix, broom finished, membrane cured, saw cut joints.
 - 6. (6) concrete sidewalk ramps with ADA detectable warning panels
 - 7. (6) sidewalk areas from back of new ramp to intersecting sidewalk (approx 14'-20')
 - 8. (2) 8" thick driveway replacement to first saw joint on the north side of Broadway Street
- C. Exclusions:
 - 1. Permits, sales tax, bonds, retainage, surveying, testing, erosion control, overtime, barricades with lights or message boards.
 - 2. Removing and replacing unsuitable soils. Unsuitable soils will be removed and replaced at \$25 / cy.
 - 3. Site utility repairs or modifications.
 - 4. Cold weather provisions. Thawing sub grade.
 - 5. Remove or replace driveways and parking lots.
 - 6. Backfilling behind curb and gutter.
 - 7. Grass seeding and fine grading. Landscaping.
 - 8. Joint sealants at control joints.
- D. Qualifications:
 - 1. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.



2. All agreements contingent upon strikes, accidents, or delays beyond our control.
3. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by worker's compensation insurance.
4. Washout area and cleanup for pump, concrete trucks and equipment provided by owner.
5. This proposal may be withdrawn if not accepted with 30 days.

E. Payment Terms:

1. Monthly invoices will be submitted. Invoice is due upon receipt, past due after 30 days. Interest will be added at a rate of 1.5% monthly.

F. Acceptance of Proposal:

1. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: _____

Date of Acceptance: _____

Very truly yours,

Jay Herrmann
Estimator



cc: File



Proposal

March 18, 2020

To: City of Marysville

Re: 14th, 15th, & Broadway Street replacement

ITEM	QTY		Unit Price	Amount
Mobilization & Traffic Control	1	LS	\$ 24,500.00	\$ 24,500.00
Remove Streets & C&G, Grade, place 8" AB-3	1	LS	\$ 40,000.00	\$ 40,000.00
Curb & Gutter, ADA Ramps	1	LS	\$ 46,200.00	\$ 46,200.00
6" HMA	2,085	SY	\$ 41.45	\$ 86,423.25
			Total	\$ 197,123.25

Quantities are approximate. Payment to be made on quantities actually constructed. Prices include all labor, materials, and insurance required to construct the items of work. Pricing based on drawing and description provided by the City of Marysville.

Exclusions:

Tax

Bond

Testing

Pavement Marking

Patching

Salvaging of brick

Raising or lowering of manholes, water valves, etc. (Manholes can be adjusted for \$800 each)

Anything not specifically listed.

We appreciate the opportunity to quote you on this job and look forward to working with you.

Hall Brothers, Inc.

Accepted

Rob Roudybush, P.E.

Vice President-Operations, Cell: 785-562-8745



1196 E. Pony Express Hwy.

P.O. Box 166

Marysville, KS 66508

Tel 785.562.2386

Fax 785.562.5543



AGREEMENT CONSULTANT-CLIENT

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and CITY OF MARYSVILLE, KANSAS, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

**New Fire Station
Design, Bidding, and Construction Administration
Marysville, Kansas 66508**

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

- 1.6 "Engineering Documents" or "Architectural Documents" or "Survey Documents" means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.
- 1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 "Services" is a description of the required work as shown in **Exhibit 1**.
- 1.9 "Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 **SCOPE OF SERVICES:** The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

- 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	Clint Hibbs, AIA
Address:	4806 Vue Du Lac Place
	Manhattan, KS 66503
Phone:	785/537 7448 x1144

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT's profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical

firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm's work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.
- 2.2.11. **No Fiduciary Duty:** The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. CONSULTANT makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with CONSULTANT's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall

not be modified. The CONSULTANT shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Austin St. John, City Administrator
Address: 209 N 8th St.
Marysville, KS 66508
Phone: 785/562 5331

- 3.1.8. **Billing Contact:** In this section, the CLIENT will identify the billing contact and address. The CONSULTANT will submit invoices according to this contract to the CLIENT's billing contact at the address shown:

Name: Austin St. John, City Administrator
Address: 209 N 8th St.
Marysville, KS 66508
Phone: 785/562 5331

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1 ½) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1 ½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an

equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, CLIENT or third parties.

- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on failure of CLIENT to make payments or any material breach by the CLIENT.

If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such

failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT's option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven (7) days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT's services. The CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, CONSULTANT grants CLIENT a license to use instruments of CONSULTANT's professional service for the purpose of constructing, occupying, or maintaining the project. Reuse or modification of any such documents by CLIENT, without CONSULTANT's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify, defend, and hold CONSULTANT harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.
- 5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

- 5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

- 5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

- 5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

- 5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

- 5.9.1. CLIENT's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.

- 5.9.2. CLIENT agrees that any claim for damages filed against CONSULTANT by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CONSULTANT or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.
- 5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

- 5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

- 5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

- 5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

- 5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

- 5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day

of _____, 2020.

CONSULTANT:

CLIENT:

BG Consultants, Inc.

City of Marysville, Kansas

By:  _____

Printed Name: Clint Hibbs

Title: Architect

By: _____

Printed Name: _____

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

The CONSULTANT's services include the following consulting services, if any:

The CONSULTANT shall provide architectural and engineering services for the Project(s) as described in this Agreement to assist the CLIENT in planning, visualizing, and where appropriate, detailing for bidding and construction by Contractor. CONSULTANT's services shall include the following:

Professional services by CONSULTANT for,

- Architectural Design
- Structural Design
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Civil Engineering

Professional services not included shall be as follows, except those enumerated in writing by the CLIENT to be incorporated into the Scope of Services as *Selective Additional Services*,

- Traffic Impact Study
- Storm Drainage Report and Detention Design
- Landscape design
- Value analysis
- As-constructed record drawings
- Post occupancy evaluation
- Fire sprinkler system design
- Emergency/standby power system design
- AV System
- System Security Design
- Furniture, Finishing's, and Equipment Design

Improvements shall be designed to conform with regulatory stipulations, accessibility, and functional parameters.

Scope of CONSULTANT's Services for Design, Bidding, Construction Administration Phases of the Project

1. Develop
 - a. Architectural Design including:
 - i. Design of building code plans, floor plans, elevations, sections, details, schedules, and finishes.
 - b. Structural Design including:
 - i. Design of structural foundations, structural wall and building systems, sections, details, and schedules.
 - c. HVAC Design including:
 - i. Design of heating, ventilation and air conditioning systems, ductwork, and terminal devices for the building. Traditional split systems, single-zone rooftop units, or VRF systems are anticipated. Design of air-side multizone, VAV, or hydronic systems is not included.
 - ii. Design of exhaust systems per known applicable codes.

- d. Plumbing Design including:
 - i. Design of domestic water, waste, and vent piping systems, including specifying fixtures and connections to CLIENT-provided equipment.
 - ii. Design of domestic hot water heating systems.
 - iii. Design of natural gas distribution piping for HVAC and domestic hot water heating.
 - iv. Design of RO water piping systems to distribute RO water from RO source equipment specified by others.
- e. Electrical Design including:
 - i. Design of power distribution system including panelboards and feeders, branch circuit wiring, and devices and equipment connections.
 - ii. Design of lighting fixture layouts, circuits, and controls.
 - iii. Layout of fire alarm devices and performance specification for fire alarm system (if required).
 - iv. Layout of emergency call devices and performance specification for emergency call system (if required).
 - v. Design of rough-in only for telecommunications outlets.
- f. Civil Design including:
 - i. General Note and Project Survey Control Plan.
 - ii. Site Demolition Plan.
 - iii. Site Layout Plan with water and sanitary sewer service lines.
 - iv. Site Grading Plan.
 - v. Sidewalk and ADA ramp/parking design.
 - vi. Storm sewer inlet and piping design.
 - vii. Storm Sewer Details Sheet.
 - viii. Site Details Sheet.
 - ix. Temporary Erosion and Pollution Control Plan.
 - x. Temporary Erosion and Pollution Details.
- 2. Manage the CONSULTANT's services, consult with the CLIENT, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the CLIENT.
- 3. Coordination meetings with the CLIENT as follows:
 - a. Biweekly review meetings with CLIENT to review design.
 - b. Each consulting discipline shall attend (2) design review meetings with CLIENT and CLIENT.
- 4. Coordinate CONSULTANT's services with those services provided by the CLIENT and the CLIENT's consultants; relying on the accuracy and completeness of services and information furnished by the CLIENT and the CLIENT's consultants.
- 5. At appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the CONSULTANT shall respond to applicable design requirements imposed by governmental authorities and by such entities providing utility services.
- 6. Produce drawings and specifications for permitting, bidding, and construction, sealed by an CONSULTANT or Engineer licensed in the State of Kansas.
- 7. Assist the CLIENT in connection with the CLIENT's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- 8. Assist the CLIENT in bidding and awarding the Project.
- 9. Assist the CLIENT during the construction phase.

Scope of Services for Design, Bidding, and Construction Administration Services

Schematic Design Phase Services

1. The CONSULTANT shall review the program and other information furnished by the CLIENT, and shall review laws, codes, and regulations applicable to the CONSULTANT's services.
2. The CONSULTANT shall prepare a preliminary evaluation of the CLIENT's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The CONSULTANT shall notify the CLIENT of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
3. The CONSULTANT shall present its preliminary evaluation to the CLIENT and shall discuss with the CLIENT alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The CONSULTANT shall reach an understanding with the CLIENT regarding the requirements of the Project.
4. Based on the Project's requirements agreed upon with the CLIENT, the CONSULTANT shall prepare and present for the CLIENT's approval a preliminary design illustrating the scale and relationship of the Project components.
5. Based on the CLIENT's approval of the preliminary design, the CONSULTANT shall prepare Schematic Design Documents for the CLIENT's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
6. The CONSULTANT shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the CLIENT's program, schedule and budget for the Cost of the Work.
7. The CONSULTANT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the CLIENT's program, schedule and budget for the Cost of the Work.
8. The CONSULTANT shall submit to the CLIENT an estimate of the Cost of the Work.
9. The CONSULTANT shall submit the Schematic Design Documents to the CLIENT, and request the CLIENT's approval

Design Development Phase Services

10. Based on the CLIENT's approval of the Schematic Design Documents, and on the CLIENT's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the CONSULTANT shall prepare Design Development Documents for the CLIENT's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
11. The CONSULTANT shall update the estimate of the Cost of the Work.
12. The CONSULTANT shall submit the Design Development Documents to the CLIENT, advise the CLIENT of any adjustments to the estimate of the Cost of the Work, and request the CLIENT's approval.

Construction Documents Phase Services

13. Based on the CLIENT's approval of the Design Development Documents, and on the CLIENT's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the CONSULTANT shall prepare Construction Documents for the CLIENT's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The CLIENT and CONSULTANT acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the CONSULTANT shall review.
14. The CONSULTANT shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
15. During the development of the Construction Documents, the CONSULTANT shall assist the CLIENT in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the CLIENT and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The CONSULTANT shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.
16. The CONSULTANT shall update the estimate for the Cost of the Work.
17. The CONSULTANT shall submit the Construction Documents to the CLIENT, advise the CLIENT of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the CLIENT's approval.

Bidding or Negotiation Phase Services

18. The CONSULTANT shall assist the CLIENT in establishing a list of prospective contractors. Following the CLIENT's approval of the Construction Documents, the CONSULTANT shall assist the CLIENT in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.
19. Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
20. The CONSULTANT shall assist the CLIENT in bidding the Project by
 - a. procuring the reproduction of Bidding Documents for distribution to prospective bidders;
 - b. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
 - c. organizing and conducting a pre-bid conference for prospective bidders;
 - d. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
 - e. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the CLIENT.
21. The CONSULTANT shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

Construction Phase Services

22. The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement.
23. The CONSULTANT shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to develop an opinion, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
 - a. The CONSULTANT shall provide (8) site visits throughout the duration of the project.
24. Review and make recommendations for payments due the Contractor for partially and completed work.
25. Maintain a record of the Contractor's applications for payment.
26. Review the Contractor's submittal schedule.
27. Review and provide recommendation for Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
28. Review and respond to Requests for Information about the Contract Documents.
29. Maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.
30. With CLIENT's approval authorize minor changes in Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.
31. Prepare Change Orders and Construction Change Directives for the CLIENT's approval and execution in accordance with the Contract Documents.
32. Maintain records relative to changes in the Work.
33. The CONSULTANT has the authority to reject Work that does not conform to the Contract Documents. Whenever the CONSULTANT considers it necessary or advisable, the CONSULTANT shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the CONSULTANT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the CONSULTANT to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
34. The CONSULTANT shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the CLIENT or Contractor. The CONSULTANT's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
35. Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the CONSULTANT shall endeavor to secure faithful performance by both CLIENT and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The CONSULTANT's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
36. Conduct site visit to determine the date or dates of Substantial Completion and the date of final completion; prepare Certificates of Substantial Completion; receive from the Contractor

- and forward to the CLIENT, for the CLIENT's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and review the final application for payment.
37. Conduct a site visit with the CLIENT to develop an opinion of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
 38. Upon request of the CLIENT, and prior to the expiration of one year from the date of Substantial Completion, the CONSULTANT shall, without additional compensation conduct a meeting with the CLIENT to generally observe the Work for defects and deficiencies.
 39. Unless the CLIENT and Contractor designate another person to serve as an Initial Decision Maker, the CONSULTANT shall render initial decisions on Claims between the CLIENT and Contractor as provided in the Contract Documents

Additional Services

1. Any significant revisions to the documents after CLIENT approval, any work excluded from or not included in this proposal, or items noted as such above will be considered as Additional Services. Additional services may be provided upon written authorization and agreement on compensation therefore.
2. Upon recognizing the need to perform the following Additional Services, the CONSULTANT shall notify the CLIENT with reasonable promptness and explain the facts and circumstances giving rise to the need. The CONSULTANT shall not proceed to provide the following services until the CONSULTANT receives the CLIENT's written authorization:
 - .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the CLIENT, or a material change in the Project including, but not limited to, size, quality, complexity, the CLIENT's schedule or budget for Cost of the Work, or procurement or delivery method;
 - .2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
 - .3 Services necessitated by decisions of the CLIENT not rendered in a timely manner or any other failure of performance on the part of the CLIENT or the CLIENT's consultants or contractors;
 - .4 Preparing digital data for transmission to the CLIENT's consultants and contractors, or to other CLIENT authorized recipients.

EXHIBIT 2

COST AND SCHEDULE

The CONSULTANT's fees for all services set forth in Exhibit 1 shall be at a Lump Sum Fee according to a Percentage Basis in accordance with *CDBG Schedule for Basic Engineering Services*. For the work the CONSULTANT shall be compensated on a percentage basis, the proportion of each phase of services shall be as follows:

Schematic Design Phase	25%
Design Development Phase	20%
Construction Documents	30%
Procurement Phase	5%
Construction Phase	20%

Prior to receipt of the established Lowest Bid Value, the CONSULTANT shall invoice at a fee of 7% for a construction amount of \$1,273,332. Billings will be made on a monthly basis for the prior month's work. Payment for each billing shall be due and payable within 30 days of billing by the Consultant. Reimbursable expenses will not be billed unless requested and authorized by the CLIENT.

The maximum amounts listed above are contingent on the work being performed within one year of the contract date. Because of natural time delays that may be encountered during the design and construction activities of this project that are beyond the CONSULTANT's control, any remaining balance to the maximum value will be inflated at the rate of 3.5% compounded annually, beginning after one year from the date of the contract, and ending when that item is approved for billing.

Reimbursable Expenses:

Reimbursable expenses are in addition to the scope of work outlined in Exhibit 1 and the fee above and will be billed at the amount expended by the CONSULTANT in the interest of the project for all phases of services which are authorized by the CLIENT. Reimbursable expenses shall be limited mileage and any fee or permit application fees requested to be paid by the CONSULTANT, on behalf of the CLIENT, in the interest of the project.

Schedule

The schedule shall generally follow milestones with specific dates mutually established between CLIENT and CONSULTANT.

EXHIBIT 3
SPECIAL PROVISIONS

Not Applicable

NOTICE OF WAGE DETERMINATION

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

POLICE DEPARTMENT-POLICE OFFICER I (Certified Reserve): RANGE MASTER

JOE LIENEMAN

Range 10, **\$17.89 per hour**

The rates set forth shall be effective beginning March 22, 2020.

JASON BARNES
Mayor

Dated this 23rd day of March, 2020.