

AGENDA
REGULAR MEETING
April 13, 2026
7:00 p.m.

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

1. APPROVAL OF MINUTES – Regular Meeting: March 23, 2025.

Pages 3-6

2. PUBLIC COMMENTS

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

3. NOTICES AND HEARINGS

4. BUSINESS AND DISCUSSION ITEMS

- | | |
|---|---------------|
| 1. Blue and Gold Tractor Show – Skylar Piepho | Pages 7 |
| 2. Food Truck Monday – OneMarysville | Pages 8 |
| 3. Aquatic Center Pool Break Change Request – Courtney Porter | Pages 9 - 11 |
| 4. Aquatic Center Pool Parties Change Request – Courtney Porter | Pages 12 - 13 |
| 5. RFP Street Replacement | Pages 14 - 26 |
| 6. Ordinance No 1952 – Expanding Common Consumption Area | Pages 27 - 29 |
| 7. Ordinance No 1953 – Sign Permits No Fee | Pages 30 |
| 8. Policy A-108 – Food Truck Fees Updated | Pages 31 |
| 9. 7 th Street Corridor Traffic Study – Blue River Trail | Pages 32 - 56 |
| 10. Animal Shelter | Pages 57 - 58 |

5. CONSENT AGENDA

- | | |
|---|---------------|
| 1. City Clerks Report –March 2026 | Pages 59 - 61 |
| 2. Revenue / Expense Report –March 2026 | Pages 62 - 63 |
| 3. Municipal Judge’s Report –March 2026 | Pages 64 - 68 |

6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3870

Pages 69 - 73

7. CITY ADMINISTRATOR REPORT

8. STANDING COMMITTEE REPORTS

- | | |
|-----------------------------|----------|
| 1. Admin Finance Committee | Pages 74 |
| 2. Street Committee | |
| 3. Parks & Rec Committee | |
| 4. Police & Fire Committee | |
| 5. Youth Advisory Committee | |

9. APPOINTMENTS & WAGE DETERMINATIONS

10. CITY ATTORNEY

11. EXECUTIVE SESSION

12. COUNCIL COMMENTS

ADJOURNMENT

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

TABLED OR UNRESOLVED ITEMS

1. Ord **** Standard Traffic Ordinance 2024
2. Ord **** Uniform Offence Code 2024

Regular Meeting
City Hall, Marysville, Kansas-March 23, 2026

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

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

The minutes from the March 9th regular meeting were presented for approval. CM Throm moved; CM Schrater seconded to approve the minutes as presented. Motion carried by 6-0 voice vote.

PUBLIC COMMENTS:

BUSINESS AND DISCUSSION ITEMS:

1. **INSURANCE RENEWAL.** Jen Sedlacek, World Insurance, presented information on the city's insurance renewal. The new premium for the 2026-2027 would be \$171,623 which is an increase of approximately \$1,000 and does not include the Koester Block Commercial buildings. CM Throm moved; CM Snellings seconded to approve the insurance renewal. Motion carried unanimously.
2. **MARYSVILLE PUBLIC LIBRARY REQUESTS.** Dr. Zach Pederson, Library Board Member, presented a request to council to re-install the repaired little free library in the City Park and add one at Lions Park. After discussion CM Schrater moved; CM Reinhart seconded to re-install the one in City Park by the restrooms and place the one in Lions Park near the shelters on the west side. Staff will work with the Library to get them placed. Motion carried unanimously. Dr. Pederson also gave an update on the strategic planning for the Library, mentioned the installation of a little free pantry, and thanked the local lumber yards for assisting with these projects.
3. **BUILDING PERMIT FEE WAIVER – MARSHALL COUNTY.** William Schwindamann, Marshall County Emergency Manager, requested the council waive the building permit fee for a new storage building they are building within the city's extra-territorial zoning. The building permit for the original building there was waived. After council discussion CM Snellings moved; CM Throm seconded to waive the building permit fees for this building. Motion carried unanimously. Mr. Schwindamann also gave a shout out to the Marysville Volunteer Fire Department for their hard work and long hours on the recent fire south of town.
4. **FOOD TRUCK FRIDAY LOCATION CHANGE.** Wayne Kruse, OneMarysville Director, presented a request to council to move Food Truck Fridays from the current location on the 7th Street corridor to the gravel area south of the aquatic center by the playground in City Park. Food Truck Friday would run from May 1st to October 30th from approximately 11:00 am to 2:00 pm. After council discussion CM Reinhart moved; CM Snellings seconded to approve the request. Motion carried unanimously.
5. **ANIMAL SHELTER DISCUSSION.** Information on a proposed new animal shelter was presented. The City is looking at expanding their current facilities due to the local vet no longer having space for dogs the city impounds. Staff has visited other animal shelters and spoke with the local vet and came up with two potential designs: a 24' x 30' building with an open floor plan and a 42' x 52' building with more features which was recommended by the vet. After council discussion on potential locations, cost, and programs council asked staff to research renovating

Hedstrom Hall to serve as the animal shelter and bring more information back to the next council meeting.

6. **YAC SCHOLARSHIP BUDGET.** A memo from CA Haverkamp was presenting asked council to set the dollar amount for the YAC scholarships for 2026. After council discussion CM Reinhart moved; CM Throm seconded that the scholarships be \$500 each for 2026. Motion carried unanimously.
7. **DARGATZ PARK DISCUSSION.** A memo from CA Haverkamp outlining a potential donation to the city for Dargatz Park from a local family. The family has offered to donate new benches for the ball fields and new basketball goals for the basketball court if the city will replace the concrete basketball court. A quote was obtained for replacing the court at approximately \$40,000. After council discussion on funding sources and the need for a new court versus the need to replace playground equipment council consensus was to see if the basketball court could be crack sealed and focus on replacing playground equipment.
8. **ECONOMIC DEVELOPMENT APPLICATIONS.** Three economic development applications were presented by Pat Knecht for 702 S 15th Lot 2, 702 S 15th Lot 5, and 702 S 15th Lot 6. All are blighted trailer houses in a qualified subdivision. After council discussion CM Beikman moved; CM Snellings seconded to approve all three applications. Motion carried unanimously.
9. **RESOLUTION 2026-02 NUISANCE ABATEMENT.** Resolution 2026-02 was presented for a nuisance violation at 300 N 11th Street. CM Throm moved; CM Schrater seconded to approve the resolution. Motion carried unanimously.

CM Keating exited the council chambers at 7:58 p.m.

NOTICES AND HEARINGS:

CONSENT AGENDA.

The Consent Agenda was presented for consideration. CM Throm moved; CM Snellings seconded to approve the Consent Agenda. Motion carried 5-0. The Consent Agenda consisted of the following:

1. Alcohol Consumption Request, Lee Dam Center, June 19, 2026, wedding reception – Alyvia Stohs

APPROPRIATIONS ORDINANCE NO. 3869

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$108,601.22; Water Revenue Fund, \$62,053.31; Sewer Revenue Fund, \$35,816.37; Library Revolving Fund, \$15,205.02; Swim Pool Sales Tax Fund, \$128.00; Koester Block Maintenance Fund, \$1,045.06; Employee Benefit Fund, \$43,437.19; Transient Guest Tax Fund, \$63.89; Sales Tax Improvement Fund, \$37,416.64 making a total of \$303,766.70.
2. An appropriations ordinance was introduced and considered to honor claims against the funds of the City as audited by the Finance Committee. CM Throm moved; CM Schrater seconded to approve the appropriations ordinance totaling \$303,766.70.
3. Motion to approve the appropriations ordinance carried by 5-0 roll call vote. City Clerk Ralph assigned Ordinance No. 3869.

STAFF REPORTS:

CITY ADMINISTRATOR:

1. **FIRE DEPARTMENT.** CA Haverkamp reported the Fire Department has been busy during the recent red flag warning.

CM Keating re-entered the council chambers at 7:59 p.m.

2. **LAKEVIEW IMPROVEMENTS.** CA Haverkamp reported the Street Department has been working at Lakeview Sports Complex to improve ADA access by widening and extending sidewalks.
3. **POOL UPDATE.** CA Haverkamp reported the Eagle Scout project at the pool should be completed before the pool opens for the season.
4. **HIGHWAY 77 CCLIP PROJECT UPDATE.** CA Haverkamp reported that a walk through had been done at the Highway 77 CCLIP project. Clean up is all that is left. CM Reinhart noted an area of concern near the north entrance of City Park. Staff will follow up.
5. **LAKEVIEW LIGHTS.** CA Haverkamp reported while having some of the ball field lights repaired at Lakeview Sports Complex the contractor noticed a lot of the poles were rotting. This is something to keep in mind for the budget workshop. Mayor Frye reported Everygy had helped set the new light poles at the ballfields in Blue Rapids.
6. **PAINTING PARKING.** Mayor Frye noted that parking spaces had been painted on the highway on the Highway 77 CCLIP project and asked if it had been considered to paint the parking on the highway north of there by the high school. Staff will look into this. Concerns were also raised about the intersection of Walnut Street and 11th Street.
7. **CODE ENFORCEMENT APPLICATIONS.** CA Haverkamp reported that interviews for the Code Enforcement position were being set up.
8. **JEFF SIEGLER SESSIONS.** CA Haverkamp said he thought the sessions with Jeff Siegler were productive.

STANDING COMMITTEE REPORTS:

1. **WATER SEWER COMMITTEE.** Mayor Frye asked that next time the Water Sewer Committee meets there is a landlord that would like to speak to them regarding temporary water turn on and turn offs for cleaning.

APPOINTMENTS & WAGE DETERMINATION:

1. **LIBRARY BOARD APPOINTMENTS:** Jami Ellenbecker – 1st Term May 1, 2026-April 30, 2030, Rachel Bena – 1st Term May 1, 2026-April 30, 2030

CM Beikman moved; CM Throm seconded to approve the Library Board Appointments. Motion carried unanimously.

CITY ATTORNEY:

EXECUTIVE SESSION:

COUNCIL COMMENTS:

1. **JEFF SIEGLER.** CM Keating said he enjoyed the session with Jeff Sielger today.
2. **COLLABORATION WITH COUNTY.** CM Keating reported he and Mayor Frye had met with our county commissioner for an opening conversation about collaborating more with the county.
3. **THANK YOU, FIRE DEPARTMENT.** CM Reinhart thanked the Marysville Fire Department along with the Blue Rapids, Beattie, and Logan Township Fire Departments for the long hours put in on a recent fire.
4. **THANK YOU, LIBRARY BOARD MEMBERS.** CM Schrater thanked Dr. Pederson and Maureen Nelson for their service on the Library Board.
5. **THANK YOU, FIRE DEPARTMENT.** CM Schrater thanked the Fire Department for their hard work on the recent fire. He also thanked the Army National Guard and Kansas City, KS Fire Department for their help.
6. **CITY PARK MAINTENANCE.** CM Throm questioned if the broken tire swing at City Park could be replaced with three standard swings. CA Haverkamp said staff will follow up.
7. **ADA CONSIDERATIONS.** CM Schrater asked that we take into consideration ADA access when updating the parks. CM Throm noted dirt or rock needed to be added to the approach that is ADA accessible.
8. **BRICK PILE FROM HIGHWAY PROJECT.** CM Beikman asked what the plans were for the used brick pile from the Highway 77 CCLIP project. CA Haverkamp reported that the contractor, Smoky Hill, is selling them to save the city money on the project.
9. **DUST CONTROL.** CM Beikman asked when the projected start date is for dust control. Council discussed potential areas for dust control and if there was a quantity discount.
10. **THANK YOU, FIRE DEPARTMENT.** Mayor Frye echoed the appreciation to the Fire Department and encouraged everyone to show their appreciation as well.
11. **BIG WEEK.** Mayor Frye said it was going to be a big week with Jeff Siegler in town and encouraged everyone to participate.
12. **CROSSWALK PROGRAM.** Mayor Frye reported that the crosswalk program began this morning. There were community volunteers there in the morning, but the school has decided to hold off on participating so they were not there in the afternoon. The school board will discuss it more. No materials had been purchased so the Police Department provided vests. Mayor Frye has requested to be on the school board agenda. Wayne Kruse, OneMarysville Director, has been a great help in lining up volunteers. Mayor Frye will continue to work on this.
13. **DAWSON DRIVE STREET PROJECT.** Mayor Frye reported he has spoken with residents on Dawson Drive, and they are against the street project there. They would like the city to consider a cheaper storm water improvement to save the city money.

There being no further business, at 8:27 p.m., CM Schrater moved to adjourn; CM Throm seconded. Motion carried unanimously.

Samantha J. Ralph
City Clerk

CITY OF MARYSVILLE, KANSAS
CITY COUNCIL MEETING
REQUEST TO BE PLACED ON THE AGENDA
Meetings are held on the 2nd and 4th Mondays of each month
(excluding holidays) at 7:00 p.m.

Requests need to be submitted by noon the Wednesday before the meeting.
All handouts for council needs to be submitted with request.

Name: Skylar Piepho - Marysville FFA
Address: 1011 Walnut St Marysville KS 66508
Contact Number: [REDACTED]

Date to Appear before Council: _____

What Organization are you representing: Marysville FFA

What are you requesting: To have access to the park for our annual Truck & Tractor Show. We will just park on the rocks or street and we will serve a lunch. This will be from 8:00 - 2:00 pm. If camper spots could be blocked off, that would be great.

When will the event be held if applicable: April ~~12th~~ 18th

Where will the event be held if applicable: City Park

Skylar Piepho
Signature

[Signature] / [Signature] / 26
Date 3/31/26

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

OneMarysville
617 Broadway St
Marysville, KS 66508

April 7, 2026

Marysville City Council
209 North 8th St
Marysville, KS 66508

Dear Mayor and City Council,

I am writing to formally request placement on an upcoming City Council meeting agenda to present a proposal for a "Food Truck Monday" initiative in Marysville.

This initiative is intended to operate in addition to the existing Food Truck Fridays program, not replace or compete with it. The goal is to expand current offerings by introducing an additional dining option on Mondays, a day when several local food establishments are closed. Based on feedback from both residents and business owners, there appears to be a clear opportunity to better serve the community at the start of the week.

The concept is designed to be flexible in both timing and location. Food trucks could operate during lunch hours, evening supper hours, or both, depending on vendor availability and demand. Potential locations include downtown near 617 Broadway, along Broadway to help activate spaces such as the cornhole area and Pony Park, and the city park. CES currently provides two food truck hookups. This request also includes consideration for the potential use of street space along Broadway if participation grows and additional capacity is needed.

The intent of this initiative is to increase community engagement, drive additional foot traffic to downtown, and complement existing businesses by focusing on a day with limited dining availability, while continuing the success and momentum of Food Truck Fridays.

I would appreciate the opportunity to present this proposal, gather feedback, and work collaboratively with the Council to determine feasibility and next steps.

Thank you for your time and consideration.

Sincerely,



Benjamin Throm
Vice President
OneMarysville

Marysville Aquatic Center (MAC)

Policy Memo: Safety Break Schedule Adjustment (2026 Trial)

To: City Administration, and Marysville City Council

From: Marysville Aquatic Center Management

Date: 04.01.2026

Subject: Trial Adjustment of Safety Break Schedule for 2026 Season

Purpose

The purpose of this policy memo is to outline a proposed adjustment to the Marysville Aquatic Center (MAC) safety break schedule for the 2026 summer season. This adjustment shifts from the current staggered break model of 15-minute breaks at (2:30 PM, 4:15 PM, 6:00 PM) to a standardized 15-minute break schedule at 3:00 PM and 5:00 PM. This change will be implemented as a trial initiative to evaluate operational efficiency, safety effectiveness, and patron experience.

Definition of Safety Breaks

Safety breaks are planned, temporary pauses in pool activity during which all patrons exit the water to allow for essential safety, health, and operational functions. These breaks allow lifeguards to rest, reduce fatigue-related risks, support hydration, and maintain operational checks.

Current vs. Proposed Schedule

Current Schedule: 2:30 PM, 4:15 PM, 6:00 PM

Proposed Trial Schedule: 3:00 PM and 5:00 PM

Rationale for Schedule Adjustment

The proposed schedule aligns more evenly with operating hours (1:00 PM – 8:00 PM), improves staff alertness and safety, enhances patron experience through structured rest periods, and simplifies operations for both staff and guests.

Market Research & Industry Practice

Aquatic industry standards emphasize the importance of structured breaks to maintain lifeguard vigilance and reduce fatigue. Many facilities implement consistent break schedules to support safety, hydration, and operational efficiency.

Trial Implementation Plan

Trial Period: Summer 2026

Break Times: 3:00 PM and 5:00 PM

Duration: MAC Summer Season 2026 with option to make permanent

Scope: All open swim hours

Evaluation & Feedback Process

Feedback will be collected following the Summer 2026 season, from staff, management, and patrons. Evaluation will include staff performance, patron satisfaction, operational flow, and safety outcomes.

Conclusion

This trial reflects MAC's commitment to safety, continuous improvement, and providing a positive community experience.

References

Ellis & Associates. (2017). Lifeguard training and risk management best practices.

World Waterpark Association. (2018). Aquatic safety plan and lifeguard surveillance standards.

Baby Otter Swim School. (n.d.). What are pool safety breaks?

YMCA. (n.d.). Pool rules and policies.

City of Marysville Aquatic Center

Policy Memo: Pool Party Approval Process & Scheduling Authority

To: Marysville City Council

From: Marysville Aquatic Center Management

Date: 04.01.2026

Subject: Approval of Updated Pool Party Scheduling Authority and Exception Process

Purpose

The purpose of this policy memo is to request City Council approval to streamline the pool party scheduling and approval process at the Marysville Aquatic Center (MAC) for the 2026 season. This proposal establishes managerial and administrative authority to approve standard and extended-use pool parties while defining an exception process requiring City Council approval for events involving free or community-sponsored use.

Current Challenge

Currently, certain pool party requests—particularly those outside standard operating procedures—require City Council approval. While this ensures oversight, it has created delays in scheduling and confirming events, missed opportunities for community partnerships, and increased administrative burden for routine operational decisions.

Proposed Policy Change

1. Delegated Approval Authority: The MAC Manager, in coordination with City Administration, will have the authority to approve all standard pool parties, pool parties outside traditional evening hours (8:30 PM – 10:00 PM), and special-use requests that align with staffing availability and operational capacity.
2. Exception Requiring City Council Approval: City Council approval will still be required for any request that includes free use of the facility, waived rental fees, or large-scale community events where cost is absorbed by the City.

Rationale for Change

This policy improves operational efficiency by reducing delays, increases community engagement by expanding access to daytime and alternative programming, maintains consistency with existing staffing and safety practices, and preserves City Council oversight for publicly funded or subsidized events.

Implementation Plan (2026 Season)

If approved, this policy will take effect at the start of the 2026 summer season, be communicated to staff and the public, and be incorporated into MAC's Standard Operating Procedures. All bookings will require advance notice, adequate staffing, and adherence to safety guidelines.

Evaluation & Review

At the conclusion of the 2026 season, MAC management will review scheduling efficiency, community usage, and operational impact. A follow-up report can be provided to City Council if requested.

Conclusion

This proposal balances efficiency, flexibility, and responsible governance by empowering MAC management and City Administration while maintaining oversight for publicly funded access. Approval will enhance service to the community and maximize the use of a valued public resource.

Request for Proposals

2026 Street Projects



**City of Marysville
209 N 8th Street
Marysville, KS 66508**

Date Issued: February 24, 2026

Date Due: March 27, 2026 at 2:00 pm

Project Overview

The City of Marysville has the 2026 Street project for bid to be finished this year, by **no later than October 16, 2026**. The project includes the removal of the existing street surfaces, verifying the base for the roads is 9" of subgrade stabilization (AB-3) compacted to 95%, and the pouring of 7" of concrete with a breaking strength of 4,000 psi. This includes new curbs, some ADA's, and approaches for driveways and alleys. The winning contractors will be responsible for notifying the property owners one week (7 days) in advance of starting work on this project by written notification left at the property. A reasonable timeline for each project will be set up in advance and approved by the City Administrator.

Winning Bidders

The winning bidder is responsible for completing this project no later than October 16th. The winning capable contractor will be selected based on the lowest bid.

Certificate of Liability

Contractors are required to submit a certificate of liability insurance with their bids.

Project Scope

- Jenkins Street from the west side of 9th Street to the west side of 11th Street. Stopping points have been marked in white paint. New curbs on this project.
 - 5 new ADA's marked on map. ADA mats to be supplied by the City.
 - 2 new catch basins and some pipe to tie into existing pipe.
- 4th Street from the south side of Elm Street to the south side of Broadway Street. Stopping points are marked with white paint. Some curbs to be saved. Marked on map.
 - 2 new ADA's marked on map. ADA mats to be supplied by the City.
 - Northeast curb down to alley to remain.

Add on Project

- Lower 340' of Dawson Drive. Put this one on the bid document as an option that could be removed from bid.
 - Add new standard curb to this project.
 - 3 new catch basins added.
 - Approximately 225' of 12" storm drainpipe to tie new catch basins to the existing system.

Road specifications

- Verify 9" AB-3 for base compacted to 95%. If not 9", bring to 9" without raising the road surface.
- Pour 7" of reinforced concrete with a breaking strength of 4,000 psi.
 - ½" rebar with a 2' by 2' grid pattern.
 - Road to be poured in two half's down center line.
 - Center line to be pinned with smooth pins every 2' to allow expansion.

- o Pin each road section to intersections with smooth pins also.

Traffic Control: Contractor must supply barricades and road closed signs. Access arrangements must be made with residents on Dawson Drive during project.

Disposal: Contractor is responsible for the demolition and disposal of the existing road surface. The brick from the Fourth Street project to be saved and put at the City brush dump.

Cancelation of request for proposals

The City of Marysville reserves the right in its discretion to cancel this RFP in whole or in part.

Bid Submission

Bids will be accepted until **Friday, March 27, at 2:00 pm**. Bids can be submitted by mail or e-mail or dropped off at Marysville City Hall with the following information:

Mail: City of Marysville

Attn: Joshua Haverkamp, 2026 Street Projects

209 N 8th Street

Marysville, KS 66508

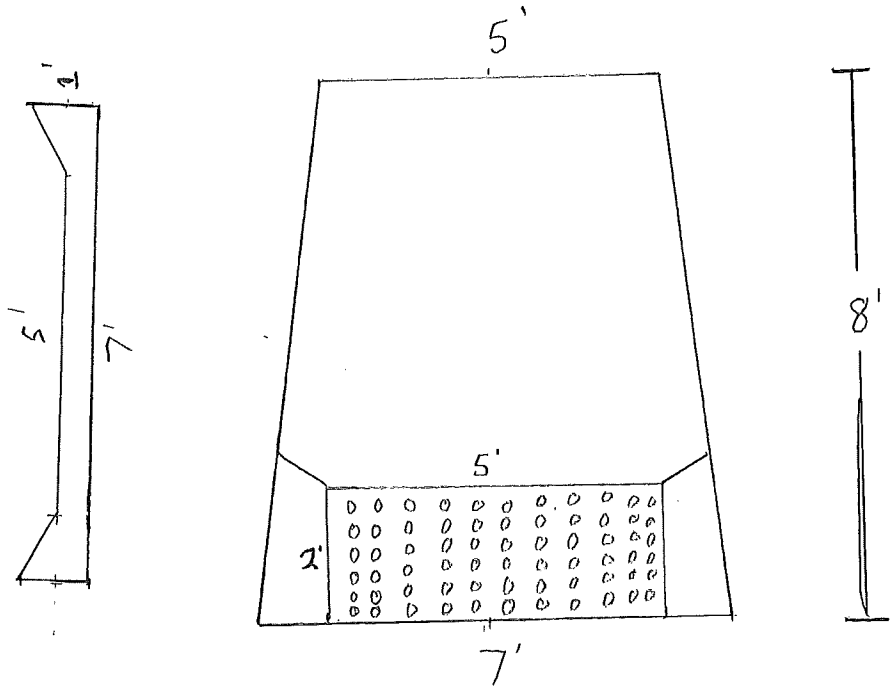
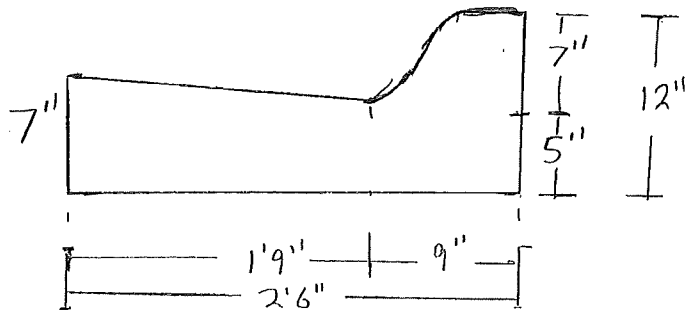
Email: cityadm@bluevalley.net

Please notate in the subject line "2026 Street Projects: City Hall"

For information on this project please contact City Hall.

All questions can be directed to Joshua Haverkamp, City Administrator at 785-562-5331 or cityadm@bluevalley.net . Questions or clarifications will be posted on the City's website.

CURB + GUTTER DETAIL



ADA RAMP DETAIL

4th Street project



1 in. = 67ft.

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



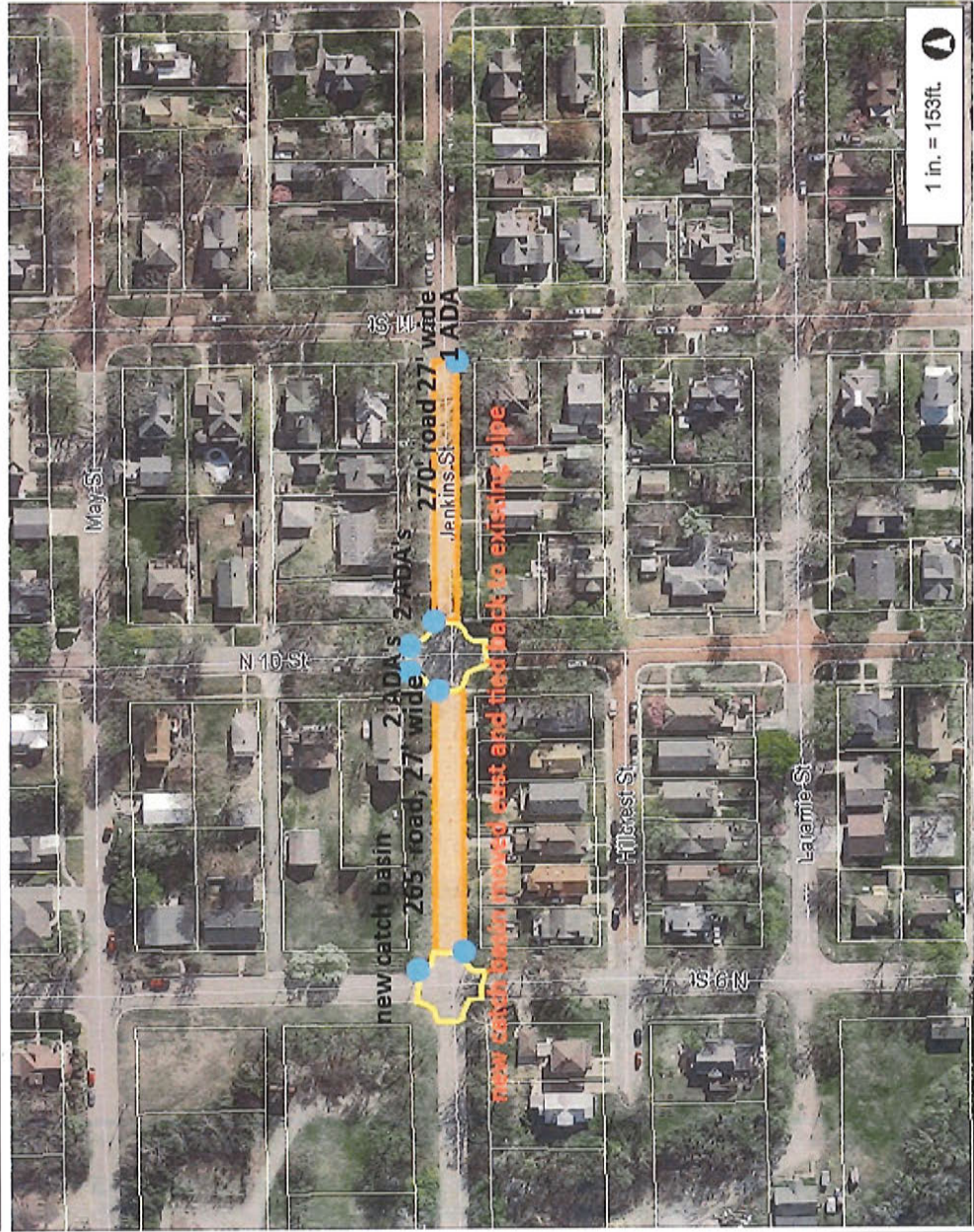
Legend

- Parcel
- Roads

Notes

- yellow- Intersection
- orange- Street
- blue- curb to be replaced
- red- ADA's

Jenkins from 9th-11th



1 in. = 153ft.



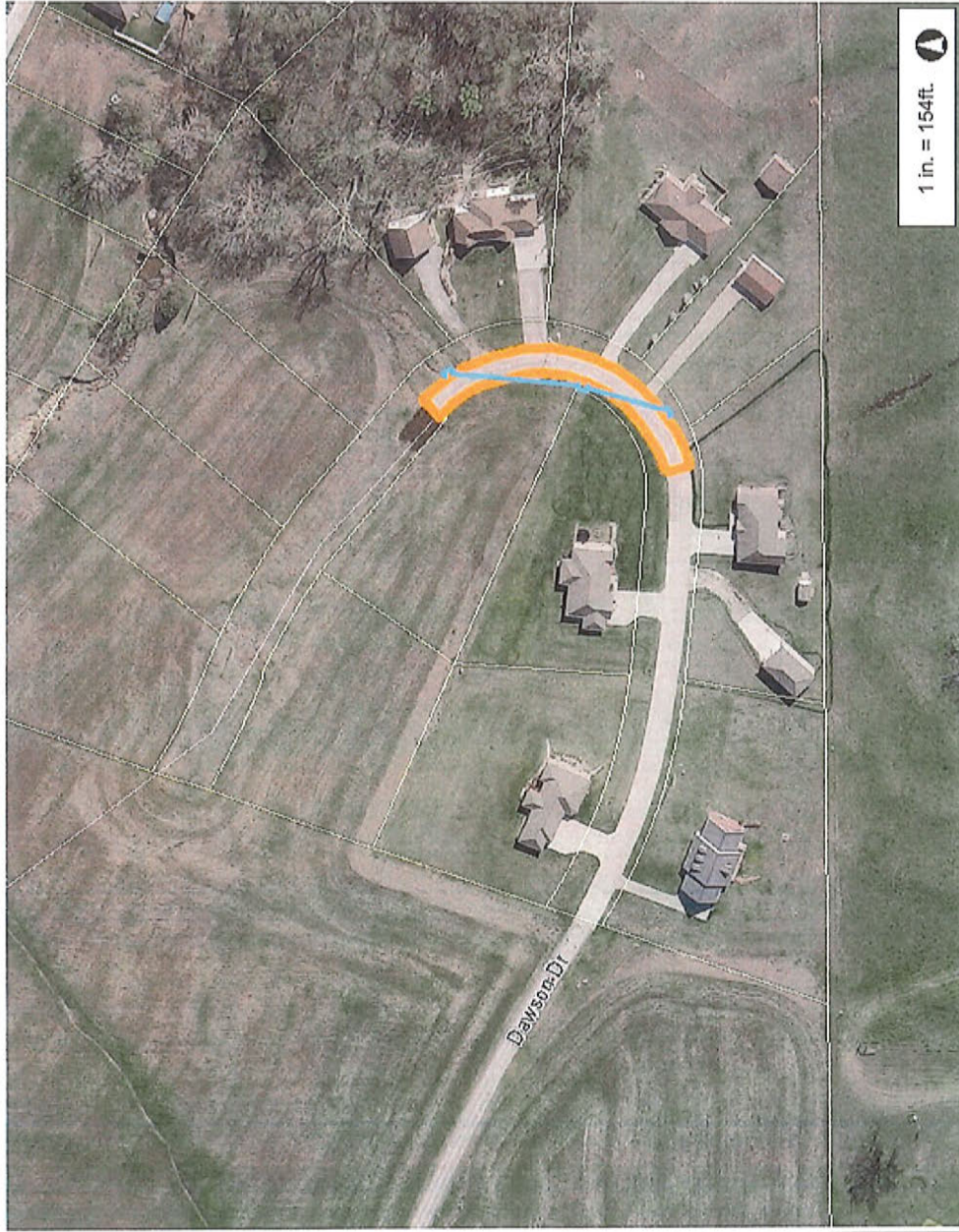
This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
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Legend
Parcel
Roads

Notes
All new curb on this project.
S-ADA's added.

Dawson Drive



1 in. = 154ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend
Parcel
Roads

Notes

approximately 340' of road 24' wide, approximately 680' of standard curb added.
3- storm water catch basins.
225' of 12" storm drain.



General Contractor

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

March 27, 2026

TO: City of Marysville
Joshua Haverkamp (785) 713-1592
209 N. 8th Street
Marysville, Ks 66508

PROJECT: 2026 Street Replacements

We wish to provide you with this proposal for the street work outlined below for the above-mentioned project as per RFP 2026 Street Projects.

Jenkins and 4th Street Replacements Price:.....\$467,700.00
Dawson Street Replacement Price:.....\$148,355.00

SCOPE OF WORK:

A. General Inclusions:

- 1. General liability insurance
- 2. Street barricades
- 3. Coordination with property owners

B. Jenkins and Fourth Street Replacements Inclusions:

- 1. Remove and haul off the existing:
 - i) Concrete street
 - ii) Brick at 4th street
 - iii) Curb and gutter
 - iv) 9" of subgrade
 - v) Sidewalk for new ramps
 - vi) Catch basins
- 2. Install and compact 9" of stone base (AB-3)
- 3. 30" curb and gutter installed at location of existing curb and gutter
- 4. 7" thick concrete pavement with 1/2" rebar at 24" ocev, smooth dowels at center of street 24" oc, 4,000 psi AE psi concrete mix, broom finished, membrane cured, saw cut joints
- 5. (7) sidewalk ADA ramps
- 6. Replace (2) catch basins and up to 20' of pipe

C. Dawson Drive Replacement Inclusions:

- 1. Remove and haul off the existing street and 9" subgrade
- 2. Install and compact 9" of stone base (AB-3)
- 3. 30" curb and gutter installed at edge of existing street location
- 4. 7" thick x 24' wide concrete pavement with 1/2" rebar at 24" ocev, smooth dowels at center of street 24" oc, 4,000 psi AE psi concrete mix, broom finished, membrane cured, saw cut joints
- 5. (3) catch basins
- 6. 225' of 12" storm drainpipe

D. Exclusions:

1. Permits, sales tax, bonds, retainage, surveying, testing, erosion control, temporary roads, overtime, barricades with lights or message boards
2. Removing and replacing unsuitable soil. Unsuitable soil will be removed and replaced at \$70 / cy
3. Site utility repairs or modifications
4. Cold weather provisions. Thawing sub grade. Hot water, accelerator
5. Remove or replace existing building components
6. Backfilling behind curb and gutter
7. Grass seeding and fine grading, landscaping
8. Joint sealants at control joints
9. Retaining wall repairs, driveways

E. 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 within 30 days.

F. 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.

G. 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|-----------------------|
| PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263 | CONTACT NAME: Zach Saale | |
| | PHONE (A/C, No, Ext): 816-857-7945 | FAX (A/C, No): |
| E-MAIL ADDRESS: ZSaale@holmesmurphy.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Continental Western Insurance Company | | 10804 |
| INSURER B: Bearing Midwest Casualty | | 14402 |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

INSURED
 AHRS Construction, Inc.
 533 Railroad Street
 Bern, KS 66408

AHRCONPC

COVERAGES

CERTIFICATE NUMBER: 1947269190

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|-------------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | CPA3214234 | 1/1/2026 | 1/1/2027 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | CPA3214234 | 1/1/2026 | 1/1/2027 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | CPA3214234 | 1/1/2026 | 1/1/2027 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | AGGREGATE | \$ 5,000,000 |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WC20000025942026A | 1/1/2026 | 1/1/2027 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MARYSVILLE, KANSAS
 CITY HALL
 209 N. 8TH STREET
 MARYSVILLE KS 66508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kari Coolidge

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Phone: 7855625525

Joshua Haverkamp
Phone: 785-562-5331

209 8th St, KS 66508

Job Address:
Marysville, KS 66508

Print Date: 3-27-2026

Proposal for City of Marysville- 2026 Street Projects

Job Location: Marysville, KS

Scope of Work: City of Marysville 2026 Street Projects. All work and materials are to meet the specifications stated in the bid documents. Includes all materials and labor without tax. Summary of quantities listed below.

3000- Rough Structure

| Items | Description | Price |
|-------------------------------|--|--------------|
| Jenkins St. 3001- Concrete | Jenkins Street from the west side of 9th street to the west side of 11th street Summary of Quantities Traffic Control- 1 LS Seeding- 1 LS Removal of existing pavement- 2,424 SY Removal of existing curb and gutter- 1,400 LF Common Excavation- 694 SY Aggregate Base (9")- 2,812 SY Concrete Pavement (7")- 2,424 SY Driveway Concrete Apron- 75 SY Sidewalk Ramp- 27 SY Curb Inlets- 2 EA Curb and Gutter (combined)- 1,400 LF | \$365,434.00 |
| 4th Street 3001- Concrete | 4th Street from south side of Elm street to the south side of Broadway street Summary of Quantities Traffic Control- 1 LS Seeding- 1 LS Removal of existing pavement- 1,110 SY Removal of existing curb and gutter- 430 LF Common Excavation- 305 CY Aggregate Base (9")- 1,229 CY Concrete Pavement (7")- 1,110 SY Driveway Concrete Apron- 25 SY Sidewalk Ramp- 11 SY Curb and Gutter (combined)- 430 LF | \$148,342.00 |

| Items | Description | Price |
|--|--|--------------|
| Add On Project- Dawson Drive 3001- Concrete | Lower 340 LF of Dawson Drive Summary of Quantities Traffic Control- 1 LS Seeding- 1 LS Removal of existing pavement- 906 SY Common Excavation- 272 CY Aggregate Base (9")- 1,095 SY Concrete Pavement (7")- 906 SY Curb Inlets- 3 EA 12" Storm Sewer Pipe- 225 LF Curb and Gutter (combined)- 680 LF | \$170,976.00 |

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. **Concrete Cracking:** Contractor is not liable unless there is a defect which arises as a result of failure to follow the standard of care. **Labor & Miscellaneous Expenses:** Labor and miscellaneous expenses will be paid in full upon job completion. All bills must be paid within 15 days of receipt of invoice or statement. Any unpaid balance after the 15 days will be assessed late fees.

All Material is guaranteed to be as specified and designed to meet structural standards to the best knowledge of the contractor. 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.

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|--|--|
| PRODUCER The Dragastin Insurance Agency 117 C St WASHINGTON KS 66968 | | CONTACT NAME: Marci Kohlmeyer PHONE (A/C, No, Ext): 785-325-2263 E-MAIL ADDRESS: mkohlmeyer@dragastinagency.com FAX (A/C, No): 785-325-2352 | |
| INSURED Inline Construction Inc 930 Jayhawk Rd Marysville, KS 66508 | | INSURER(S) AFFORDING COVERAGE INSURER A: EMC Property and casualty ins INSURER B: EMC INSURER C: SFM Safe Ins Co INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 25186 21415 | |

COVERAGES **CERTIFICATE NUMBER:** 20260326155432711 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | N | N | 5D50917 | 08/03/2025 | 08/03/2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | N | N | 5E50917 | 08/03/2025 | 08/03/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | N | N | 5R50917 | 08/03/2025 | 08/03/2026 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 129966.206 | 10/03/2025 | 10/03/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: City of Marysville 2026 Street Projects (Jenkins St from the West side of 9th St to the West side of 11th St and lower 340' of Dawson Dr.)

CERTIFICATE HOLDER**CANCELLATION**

City of Marysville
 209 N 8th St
 Marysville, KS 66508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marci J. Kohlmeyer

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(First Published in the Marysville Advocate on the 16th day of April, 2026)

ORDINANCE NO. 1952

AN ORDINANCE AMENDING ARTICLE 3. ALCOHOLIC LIQUOR, GENERAL PROVISIONS; WHICH ESTABLISHED THE DOWNTOWN MARYSVILLE COMMON CONSUMPTION AREA; AND AUTHORIZING THE POSSESSION AND CONSUMPTION OF ALCOHOLIC LIQUOR WITHIN ITS BOUNDARIES.

WHEREAS, K.S.A. 41-2659 permits a city to establish, by ordinance or resolution, one or more common consumption areas within the limits of the city, and to authorize the possession and consumption of alcoholic liquor or cereal malt beverage within the common consumption area; and

WHEREAS, Subsection (g)(1) of K.S.A. 41-2659 states that “common consumption area” means a defined indoor or outdoor area not otherwise subject to a license issued pursuant to the Kansas liquor control act or the club and drinking establishment act where the possession and consumption of alcoholic liquor or cereal malt beverage is allowed pursuant to a common consumption area permit.

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

SECTION 1. That Section 3-306 Common Consumption Area Established of the Code of the City of Marysville is hereby amended to read as follows:

3-306. Common Consumption Area established.

(a) Establishment. In accordance with K.S.A. 41-2659, and amendments thereto, the Governing Body hereby establishes the Downtown Marysville Common Consumption Area (“CCA”) located in the Downtown Marysville area (encompassed by the following boundaries: starting on the south side of Center Street along the west Property line of 410 Broadway, go south to the south side of Broadway along the sidewalk, then east to the west side of 5th Street along the sidewalk, the south to the alley between Broadway Street and Elm Street, then east to the east side of 6th Street along the sidewalk, then south to the north side of Elm Street along the sidewalk, then east to the west side of 7th Street, then south to the north side of Walnut Street, then east to the east side of 8th Street, then north to the north side of Elm Street along the sidewalk, then east to the west side of 10th Street along the sidewalk, then north to the south side of Center Street along the sidewalk, then west along the south side of Center Street to the point of beginning), provided that a common consumption area permit has been issued by the Director of the Kansas Department of Revenue Division of Alcoholic Beverage Control (“Director”).

(b) Boundary Identification. The boundaries of the CCA shall be clearly marked using a physical barrier or any apparent line of demarcation. Every CCA shall have signs conspicuously posted identifying the boundaries of such area, and such signs must be in a size and manner that provides notice to persons entering or leaving the area.

(c) Hours. The possession and consumption of alcoholic liquor or cereal malt beverage in the CCA is authorized between the hours of 11:00 AM Thursday until 11:30 PM Sunday. An exception may be made for a change in day or time if prior approval is granted via a special event permit approved by the Governing Body.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed. However, any section of an existing ordinance not in conflict herewith is not repealed and remains in full force and effect.

SECTION 3. This Ordinance shall become effective upon passage and publication of the Ordinance summary as provided by law.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this 13th day of April, 2026.

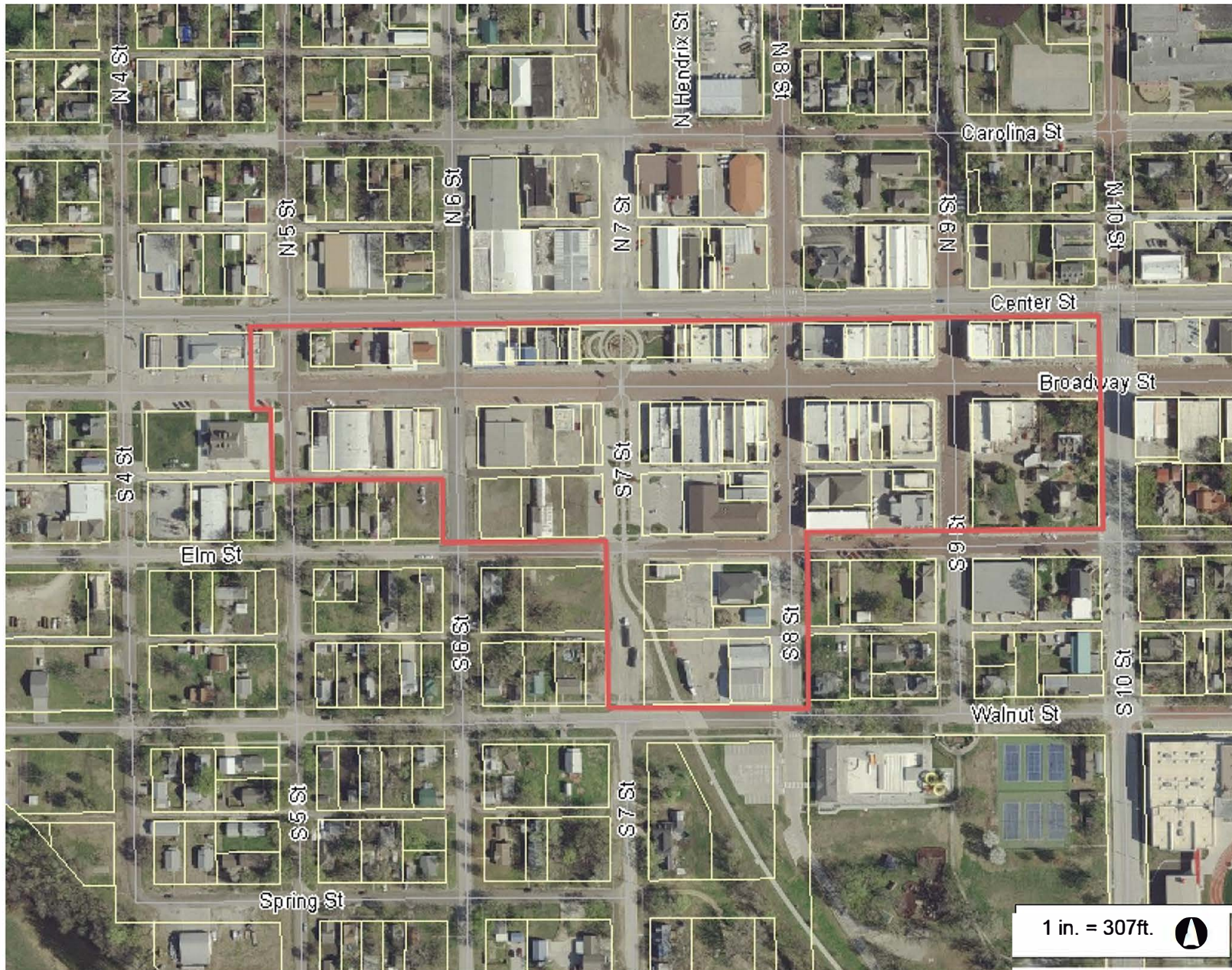
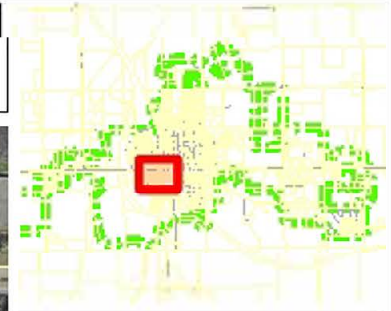
Todd Frye, Mayor

ATTEST:

Samantha J. Ralph, City Clerk

(SEAL)

Marysville, KS Common Consumption area



Legend

- Parcel
- Roads

1 in. = 307ft.



614.7 0 307.37 614.7 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

ORDINANCE NO. 1953

**AN ORDINANCE AMENDING CHAPTER IV, ARTICLE 8,
SIGNS, OF THE CODE OF THE CITY OF MARYSVILLE.**

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

Section 1. That Section 4-801 in Chapter IV, Article 8, Signs, of the Code of the City of Marysville is hereby amended to read as follows:

- 4-801. SIGN, AWNING OR MARQUEE SIGN PERMIT. (a) No sign, awning or marquee sign shall be erected, altered, rebuilt, remodeled, relocated or expanded until a permit has been issued for such sign, awning or marquee. No permit shall be issued unless the sign, awning or marquee sign complies with regulations of this article.
- (b) No permit shall be issued until a complete application has been filed with and approved by the City Inspector.
 - (c) Permits for any permanent sign, awning or marquee sign shall expire 180 days following the date of issuance if not completely installed within that time period. For good cause, the City Inspector may grant an extension.
 - (d) Applications for signs, awnings and marquee signs, located in the Marysville Main Street designated district shall be submitted to the City Clerk's office and then forwarded to the Marysville Main Street Design Committee for review and recommendation prior to disposition of the permit.

Section 2. That Section 4-802, Permit Fees, in Chapter IV, Article 8, Signs, of the Code of the City of Marysville, is hereby repealed.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed. However, any section of an existing ordinance not in conflict herewith is not repealed and remains in full force and effect.

Section 4. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR on this 13th day of April 2026.

ATTEST:

TODD FRYE
Mayor

SAMANTHA RALPH
City Clerk

(SEAL)

POLICY RESOLUTION NO. A-108

***A POLICY RESOLUTION ESTABLISHING FEES FOR FOOD TRUCKS LICENSES
WITHIN THE CITY OF MARYSVILLE***

SUBJECT: Food Truck Fees

POLICY CODE NO. A-108

EFFECTIVE DATE: April 14, 2026

It shall be the policy of the City of Marysville to collect fees as follows for food truck licenses:

1. The cost of a food truck license for one calendar year will be \$250.00.
2. The cost of a food truck license for 6 months per calendar year, either January 1 through June 30 or July 1 through December 31, will be \$150.00.
3. The cost of a three-day food truck license will be \$25.00 per license. No more than three (3) three days licenses can be issued in a calendar year.

Approved by the City Council on the thirteenth day of April 2026.

Todd Frye, Mayor

ATTEST:

Samantha J. Ralph, City Clerk

(SEAL)



**AGREEMENT FOR PROFESSIONAL SERVICES
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, 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:

Pedestrian and Bicycle Recommendations

for US-36 and 7th Street

in Marysville, KS

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State in which the Project is located 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 Professional Services Agreement inclusive of change in services agreed to 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 and services on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ engineers, architects and surveyors for the Services rendered, to the extent defined in **Exhibit 1**, Such professionals shall be licensed, as required by the laws and regulations of the jurisdiction of the Project.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including, to the extent defined in **Exhibit 1**, 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 services described in Exhibit 1 attached hereto.
- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, and other acts or duties required of the CONSULTANT under this Agreement to the extent defined in **Exhibit 1**, together with Additional Services as CLIENT may request and authorize as evidenced by a supplemental agreement (such as a Change in Services amendment) consistent with the terms of this Agreement.
- 1.8 “Services” is a description of the professional services as defined in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and review of samples, materials and equipment; and appropriate professional interpretations of all the foregoing. Unless defined otherwise in **Exhibit 1**, such services shall be contracted directly by the CLIENT.
- 1.10 “Work” means construction work and services performed by any construction contractor, subcontractor, or supplier of materials and systems for construction. Construction contractors and subcontractors shall be properly qualified to perform the Work and licensed in the jurisdiction of the Project.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for 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, which personnel shall be licensed in accordance with the laws and regulations of the jurisdiction of the Project. At the time of execution of this Agreement, the parties anticipate that the following individual shall perform as the principal point of contact on this Project.

Name: Thaniel Monaco
 Address: 4806 Vue Du Lac Place
Manhattan, KS 66503
 Phone: 785-475-7111

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. 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.

- i. **Code Compliance:** The CONSULTANT shall conform the Construction Documents to the Standard of Care relative to published and known accessibility standards and requirements applicable to the project, such as the Americans with Disabilities Act Accessibility Guidelines ("ADAAG") and/or Public Rights-of-Way Accessibility Guidelines ("PROWAG"). The CLIENT and CONSULTANT recognize that interpretations of accessibility standards and regulations by governmental officials and other authorities having jurisdiction may evolve, vary, or change. Should such evolution, variance, or change require CONSULTANT to make modifications to the Construction Documents, such modifications shall be implemented in coordination with the CLIENT as an Additional Service. The CLIENT shall be solely responsible for compliance with the provisions of accessibility standards and requirements in its ongoing maintenance and operations and other customary duties of a project owner or employer.
- 2.2.3. **Insurance:** CONSULTANT shall 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.
- 2.2.4. **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 shall provide this information to the CLIENT and the CLIENT will contract directly with the Geotechnical firm. The CLIENT will pay the Geotechnical firm separately from this Agreement. CONSULTANT shall use reasonable professional efforts in accordance with the Standard of Care and applicability to CONSULTANT'S scope of services, in review of subsurface and material testing reports provided for CONSULTANT'S review, but CONSULTANT shall not be responsible for the accuracy or technical completeness of such services or reports.
- 2.2.5. **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 "CLIENTS'S CONSULTANT'S". 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. CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects. CONSULTANT shall use reasonable professional efforts to review CLIENT'S CONSULTANT'S documents and shall notify CLIENT if CONSULTANT becomes aware of a deficiency, error, or omission in such documents.
- 2.2.6. **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 CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.

- 2.2.7. **Endorsement:** CONSULTANT shall sign and seal final plans, specifications, and estimates prepared by the CONSULTANT according to Statutes and Rules and Regulations of the State in which the Project is located. CONSULTANT shall not sign and seal any documents prepared by CLIENT's CONSULTANT's.
- 2.2.8. **PROJECT SCHEDULE:** In the event CONSULTANT is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or review CONSULTANT's services or design documents, or delays caused by faulty performance by CLIENT's contractors or consultants, the time for completion of CONSULTANT's services shall be extended by the period of resulting delay and compensation equitably adjusted. CLIENT agrees that CONSULTANT shall not be responsible for damages, nor shall the CONSULTANT be deemed in default of this Agreement due to such delays.
- 2.2.9. **Inspection of Documents:** The CONSULTANT shall maintain Project records for review by the CLIENT during the contract period and for three (3) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **CLIENT-Provided-Information, Project Requirements, and Communication:** The CLIENT shall provide to the CONSULTANT information and criteria regarding the CLIENT's requirements 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. CONSULTANT's review and use of the information will be in accordance with the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- i. CLIENT acknowledges that AI technology, including but not limited to generative AI and embedded AI tools, is being incorporated into programs and standard processes utilized within the Architectural/Engineering (A/E) industry. CLIENT will identify and disclose any information to be held in confidence, "CONFIDENTIAL INFORMATION", out of the public realm through exposure to AI system processes. Prior to employing or making use of any generative AI technologies to process CLIENT identified CONFIDENTIAL INFORMATION under the Agreement, CONSULTANT shall disclose and obtain approval/concurrence in writing to CLIENT as to (i) a description of the AI technologies to be used, (ii) the purpose for using the AI technologies.
- 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:** Geotechnical services and 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 in a timely and reliable manner.

Name: Josh Haverkamp
 Address: 209 N. 8th Street
 Marysville, KS 66508
 Phone: 785-713-1592

- 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: Josh Haverkamp
 Address: 209 N. 8th Street
 Marysville, KS 66508
 Phone: 785-713-1592

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Fee according to **Exhibit 2** of this Agreement. The Fee for this project is outlined in **Exhibit 2** for the Scope of Services as shown in **Exhibit 1** of this Agreement. Payment of the Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of services 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 (1½) 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. **Reimbursable Expenses:** An estimate of reimbursable expenses shall be included in the total estimate of cost for this contract and as shown in **Exhibit 2**. Internal reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with CLIENT 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. CLIENT requested external reimbursable expenses such as subconsultant services, permit fees paid on behalf of the CLIENT or other non-direct

external reimbursable expenses will be billed at direct cost plus 10%. Reimbursable expenses shall not include overhead costs or additional insurance premiums.

- 4.1.4. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, professional services, 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.
- 4.1.5. **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 (1½) percent per month.
- 4.1.6. **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 into consideration the impact of such delays. CONSULTANT shall 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, Owner or third parties.
- 4.1.7. **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.
- 4.1.8. **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 shall 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 when applicable in accordance with Section 4.1.3). 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.
- 4.1.9. **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 agreement price and schedule of services may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency or urgent 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 by 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 terminates the Agreement for cause or default on the part of the CONSULTANT, the CLIENT will 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 shall 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 the State in which the Project is located. Each party shall be responsible for its own legal costs and attorneys' fees except as may be determined in binding dispute resolution.

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. To the fullest extent permitted by applicable law, 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 including CLIENT's CONSULTANT's; (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 on a primary and non-contributory basis for the limits required of the Contractor.
- 5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officers harmless, but not defend, from losses and judgements arising from claims by third parties including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement. CONSULTANT has no obligation to pay for any of the indemnitees' costs prior to a final determination of liability or to pay any amount that exceeds CONSULTANT'S finally determined percentage of liability based upon the comparative fault of CONSULTANT, its employees, and its subconsultants.

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. The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the 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 in which the Project is located within.

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 or any other theory, 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. It is agreed to by the parties to this Agreement that the CONSULTANT's services in connection with the Project shall not subject CONSULTANT's employees, officers, or directors to any personal liability or legal exposure for risks associated with the Project. Therefore, the CLIENT agrees that the CLIENT's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Kansas corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

5.9.3. With respect to Betterment: If any item or component of the Project is required due to omission from the construction documents, the CONSULTANT's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the CLIENT if the omitted item or component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by the CLIENT and shall not be a basis of claim against the CONSULTANT. It is intended by this provision that the CONSULTANT will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

5.9.4. The CONSULTANT shall not be held responsible for the design elements provided by any product or equipment manufacturer. The CONSULTANT's responsibility is limited to specifying the product or equipment based on performance criteria and specifications provided by the manufacturer. Any design services or modifications required to meet these specifications shall be the responsibility of the manufacturer. The CONSULTANT shall not be liable for any errors, omissions, or deficiencies in the design provided by any manufacturer.

5.9.5. CONSULTANT Non-Responsibility for Contractor Site Safety and Means and Methods: CONSULTANT has no control over, charge of, or responsibility for construction. CLIENT shall retain a qualified contractor(s), licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate,

supervise and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. The CONSULTANT shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the CLIENT, CONSULTANT, CONSULTANT's subconsultants, and officers and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work. Contractor shall provide insurance and name the CLIENT, CONSULTANT, CONSULTANT's subconsultants as additional insured on Contractor's Commercial General Liability insurance policies.

- 5.9.6 CONSULTANT and CLIENT shall not be responsible to each other for any incidental, indirect or consequential damages (including lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) 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 AND CODES

- 5.10.1 In accordance with the Standard of Care, CONSULTANT shall prepare the Construction Documents consistent with known applicable codes existing on the date of completion of the Construction Documents. In doing so, CONSULTANT may obtain and rely upon the advice of other professionals, building officials, and other qualified persons as to the intent and meaning of such laws, codes, and regulations. CLIENT recognizes that interpretations by governmental officials and other authorities having jurisdiction (collectively "Code Authority") are often subject to change even after issuance of a building permit. If after award of the building permit, modifications to the Construction Documents are required because of an interpretation by the Code Authority that had not been previously given or that, if given, is different than a prior interpretation of the Code Authority, CONSULTANT shall implement the required modifications in a timely manner. The parties acknowledge that submittal of Construction Documents for permit routinely results in comments, questions, and change requests by the Code Authority, and CONSULTANT shall be allowed reasonable time to implement such changes and/or provide the requested information. 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 HAZARDOUS MATERIALS

- 5.13.1 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. If hazardous materials are present, the CLIENT shall be responsible to remove them from the Project site in a manner that will not adversely affect the health of any person and will comply with any applicable governmental laws and regulations. The CLIENT shall indemnify and hold harmless the CONSULTANT from any liability, loss, damage, or expense arising out of or with respect to the presence of hazardous materials on the Project site. The presence or discovery of any hazardous or toxic substance on the site shall be cause of the extension of the schedule of CONSULTANT's services and equitable adjustment of fees for the CONSULTANT as mutually agreed by the parties.

5.14 AFFIRMATIVE ACTION

5.14.1 The CONSULTANT agrees to comply with the provisions of the applicable state statutes for acts against discrimination.

5.15 SPECIAL PROVISIONS

5.15.1. Special Provisions may be attached and become a part of this agreement if and as defined in **Exhibit 3**.


IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day
of _____, 2026.

CONSULTANT:

CLIENT:

BG Consultants, Inc.

City of Marysville, Kansas

By: 

Printed Name: Thaniel Monaco
Title: Vice President

By: _____
Printed Name: _____
Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

The CONSULTANT shall provide the following scope of services:

1. Data Collection: 24-hour, 2-way traffic volume counts at 7th & US-36 in Marysville, Kansas.
2. Evaluate the data and provide recommendation(s) regarding pedestrian/bicycle facilities and crosswalk accommodations.
3. Provide a summary of the analysis and recommendation(s) in a memo/letter format.
4. Provide an engineer's opinion of probable project costs for the recommendation(s).

EXHIBIT 2
COST AND SCHEDULE

COST

The CLIENT agrees to pay the CONSULTANT a Lump Sum fee in the amount of \$7,500 for the Scope of Services outlined in Exhibit 1.

SCHEDULE

The Scope of Services shall be completed within 30 days of a receiving an executed Agreement.

EXHIBIT 3
SPECIAL PROVISIONS

None.



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Rd, Ste 100 | Omaha, NE
402.895.4700
eacg.com

April 7, 2026

Mike Miller
Marshall County Partnership 4 Growth
PO Box 61
Marysville, KS 6658
choosemarshallcountyks@gmail.com

RE: Proposal for Professional Services
Blue River Trail Extension in Marysville
Marysville, KS
E&A Project # P2026.043.001

Dear Mr. Miller,

Thank you for providing E & A Consulting Group, Inc. (E&A) the opportunity to provide you a proposal for a traffic study analyzing the Blue River Trail extension through Marysville, Kansas. E&A will conduct all of the required work to provide Traffic Study for the Blue River Trail crossing of Center Street (U.S. Highway 77/U.S. Highway 36) located in Marysville, KS project per the following scope:

Phase 100 - Traffic Study

E&A will complete a traffic study for the following scenarios:

- Existing Conditions

The study will evaluate intersection control, capacity, and queuing analysis. Tasks to complete the study include the following:

- **Task Management**
 - Respond to project related phone calls, emails, and communication.
 - Manage staff internally for the basis of project.
 - Submittal QA/QC reviews.
 - Coordinate data requests and review materials to incorporate into the study
- **Traffic Counts** - Vehicular traffic count data will be collected for weekday AM (7:00 AM to 9:00 AM) and PM (3:00 PM to 6:00 PM) periods at the intersection of:
 - 7th Street & Center Street

- 7th Street & Caroline Street
 - 7th Street & Calhoun Street
-
- **Capacity Analysis** - E&A will conduct vehicular capacity and queuing analysis for each phase listed in Phase 100. Capacity analysis will be performed in accordance with the Highway Capacity Manual (HCM) methodologies using Synchro 11. Capacity analysis will provide the basis for determining appropriate traffic control and geometric improvements. Analyses will be conducted for the study intersection(s) listed under 'traffic counts'.
 - **Crossing Evaluation** - Intersection(s) will be evaluated for pedestrian and bike warrants to determine crossing treatments. Intersection improvements identified will be analyzed for safety based on findings.
 - **Traffic Impact Analysis Report** - A report will be prepared to address the recommended crossing(s) treatments. All recommendations will be based on crossing warrants and data collected. A draft report will be submitted to the client for review. If review comments are received, they will be addressed, and a final report will be produced.

Assumptions:

- Does not include consideration of any approved development projects.
- No operational analysis of intersections/access not specifically mentioned in the scope.
- Does not include Vissim or other simulation modeling.
- Does not include field measurement of sight distance.
- Does not include conceptual design or visual support.

SCHEDULE: Draft Report Document to Marshall County Partnership 4 Growth by May 13.
Final Report Document Submittal: Two weeks after draft comments received.

Our lump sum cost to perform this service is \$10,500.00.

Tasks invoiced as "Hourly" are based on E&A's current Schedule of Hourly Rates (Appendix C). Hourly rates are reviewed annually, effective Jan 1st, to identify wage adjustments and other increases in operating expenses. If hourly work under this agreement continues into periods where adjustments to the Schedule of Hourly Rates have been made, the new Schedule of Hourly Rates will be in effect.

This proposal for professional services is good for forty-five (45) days.

Please contact me at 712.635.7959 or at jdiediker@eacg.com with any questions or comments that you have regarding this proposal. If this proposal is acceptable, please read the attached enclosures, sign below, and return to me. Thank you for choosing E&A for all your engineering and surveying needs.

Sincerely,

E & A CONSULTING GROUP, INC.

E & A CONSULTING GROUP, INC.

Signed by:

John Diediker, P.E., PTOE, RSP1
Traffic Project Engineer

Signed by:

Joan Green, P.E.
Transportation & Public Works
Department Manager

The undersigned has received, read, and hereby agrees to and accepts all terms and conditions contained in this Proposal for Professional Services and in enclosures listed above which all now represent a legal binding contract of the parties. You may return this signature page by hand delivery or mail or return a copy by facsimile transmission or electronic mail (including pdf) or apply your electronic signature complying with the U.S. Federal ESIGN Act of 2000 (e.g., www.docusign.com), which counterparts shall be deemed an original and part of the one and same instrument.

Date: _____

Client Full Legal Name: _____

Signature: _____

Individual's Name: _____

Individual's Title: _____

Client Address: _____

City, State, Zip: _____

Phone: _____

Email Address: _____

Appendix C
Schedule of Hourly Rates
Effective January 1, 2026

| | <u>RATE</u> |
|-----------------------------------|-------------|
| PRINCIPAL | 353.00 |
| ENGINEER X | 348.00 |
| ENGINEER IX..... | 318.00 |
| ENGINEER VIII | 295.00 |
| ENGINEER VII..... | 264.00 |
| ENGINEER VI..... | 234.00 |
| ENGINEER V | 207.00 |
| ENGINEER IV..... | 192.00 |
| ENGINEER III..... | 167.00 |
| ENGINEER II | 147.00 |
| ENGINEER I | 130.00 |
| LAND PLANNER X | 330.00 |
| LAND PLANNER IX..... | 307.00 |
| LAND PLANNER VIII | 278.00 |
| LAND PLANNER VII..... | 255.00 |
| LAND PLANNER VI | 234.00 |
| LAND PLANNER V | 207.00 |
| LAND PLANNER IV | 192.00 |
| LAND PLANNER III..... | 167.00 |
| LAND PLANNER II | 147.00 |
| LAND PLANNER I | 130.00 |
| LANDSCAPE DESIGNER IV | 180.00 |
| LANDSCAPE DESIGNER III | 164.00 |
| LANDSCAPE DESIGNER II | 147.00 |
| LANDSCAPE DESIGNER I..... | 131.00 |
| LANDSCAPE ARCHITECT IV | 227.00 |
| LANDSCAPE ARCHITECT III..... | 213.00 |
| LANDSCAPE ARCHITECT II | 195.00 |
| LANDSCAPE ARCHITECT I | 180.00 |
| TECHNICIAN VIII..... | 234.00 |
| TECHNICIAN VII | 214.00 |
| TECHNICIAN VI | 191.00 |
| TECHNICIAN V..... | 170.00 |
| TECHNICIAN IV | 145.00 |
| TECHNICIAN III | 129.00 |
| TECHNICIAN II..... | 113.00 |
| TECHNICIAN I..... | 102.00 |
| REGISTERED LAND SURVEYOR VII..... | 316.00 |
| REGISTERED LAND SURVEYOR VI | 294.00 |
| REGISTERED LAND SURVEYOR V | 278.00 |
| REGISTERED LAND SURVEYOR IV | 248.00 |
| REGISTERED LAND SURVEYOR III..... | 221.00 |
| REGISTERED LAND SURVEYOR II | 194.00 |
| REGISTERED LAND SURVEYOR I..... | 168.00 |

Appendix C
Schedule of Hourly Rates
Effective January 1, 2026

| | <u>RATE</u> |
|------------------------------------|-------------|
| SURVEY PARTY | 239.00 |
| SURVEY PARTY, 1-PERSON | 179.00 |
| PARTY CHIEF | 137.00 |
| SID MANAGER X | 336.00 |
| SID MANAGER IX | 301.00 |
| SID MANAGER VIII | 267.00 |
| SID MANAGER VII | 244.00 |
| SID MANAGER VI | 226.00 |
| SID MANAGER V | 203.00 |
| SID MANAGER IV | 180.00 |
| SID MANAGER III | 156.00 |
| SID MANAGER II | 139.00 |
| SID MANAGER I | 128.00 |
| CONSTRUCTION MANAGER III | 213.00 |
| CONSTRUCTION MANAGER II | 189.00 |
| CONSTRUCTION MANAGER I | 164.00 |
| CONSTRUCTION TECHNICIAN III | 160.00 |
| CONSTRUCTION TECHNICIAN II | 144.00 |
| CONSTRUCTION TECHNICIAN I | 122.00 |
| ENVIRONMENTAL SCIENTIST X | 336.00 |
| ENVIRONMENTAL SCIENTIST IX | 301.00 |
| ENVIRONMENTAL SCIENTIST VIII | 267.00 |
| ENVIRONMENTAL SCIENTIST VII | 244.00 |
| ENVIRONMENTAL SCIENTIST VI | 221.00 |
| ENVIRONMENTAL SCIENTIST V | 197.00 |
| ENVIRONMENTAL SCIENTIST IV | 174.00 |
| ENVIRONMENTAL SCIENTIST III | 149.00 |
| ENVIRONMENTAL SCIENTIST II | 129.00 |
| ENVIRONMENTAL SCIENTIST I | 103.00 |
| PROJECT COORDINATOR IV | 189.00 |
| PROJECT COORDINATOR III | 167.00 |
| PROJECT COORDINATOR II | 147.00 |
| PROJECT COORDINATOR I | 130.00 |
| ADMINISTRATIVE ASSISTANT IV | 145.00 |
| ADMINISTRATIVE ASSISTANT III | 130.00 |
| ADMINISTRATIVE ASSISTANT II | 116.00 |
| ADMINISTRATIVE ASSISTANT I | 103.00 |

** Hourly rates are reviewed annually to identify wage adjustments and increases in operating expenses. If hourly work under this agreement continues into periods where adjustments to the Schedule of Hourly Rates have been made, the new Schedule of Hourly Rates will be in effect.

Certificate Of Completion

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E&A Project Number: P2026.043.001

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Omaha, NE 68154

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contracts@eacg.com

Signer Events

Joan Green

jgreen@eacg.com

Security Level: Email, Account Authentication (None)

Signature

Signed by:

263A41196DC3461...

Timestamp

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Signature Adoption: Pre-selected Style

Using IP Address: 24.51.53.12

Electronic Record and Signature Disclosure:

Accepted: 4/7/2026 3:12:13 PM

ID: 5125771d-3b70-4d4c-8b29-2aaf77ed5b50

John Diediker

jdiediker@eacg.com

Security Level: Email, Account Authentication (None)

Signed by:

ARRR177E4RC2LRD

Sent: 4/7/2026 3:03:33 PM

Viewed: 4/7/2026 3:53:22 PM

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Electronic Record and Signature Disclosure:

Accepted: 3/5/2026 7:32:42 AM

ID: e56c0d5e-e875-4b96-9a3e-ab4ef436846d

Mike Miller

choosemarshallcountyks@gmail.com

Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

Accepted: 4/7/2026 3:59:37 PM

ID: d7bea8c6-d25c-45e4-a53c-3dde1239f75a

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

| Carbon Copy Events | Status | Timestamp |
|---|---------------|---------------------------|
| Accounting pcm@eacg.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 4/7/2026 3:03:31 PM |
| Thomas Nussrallah trussrallah@eacg.com Thomas P. Nussrallah Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/22/2024 4:15:12 PM ID: 2b8237c6-4316-4b65-b88e-13774cb75cc3 | COPIED | Sent: 4/7/2026 3:03:31 PM |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

| | | |
|---------------------|------------------|---------------------|
| Envelope Sent | Hashed/Encrypted | 4/7/2026 3:03:31 PM |
| Certified Delivered | Security Checked | 4/7/2026 3:59:37 PM |

| Payment Events | Status | Timestamps |
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|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tnussrallah@eacg.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

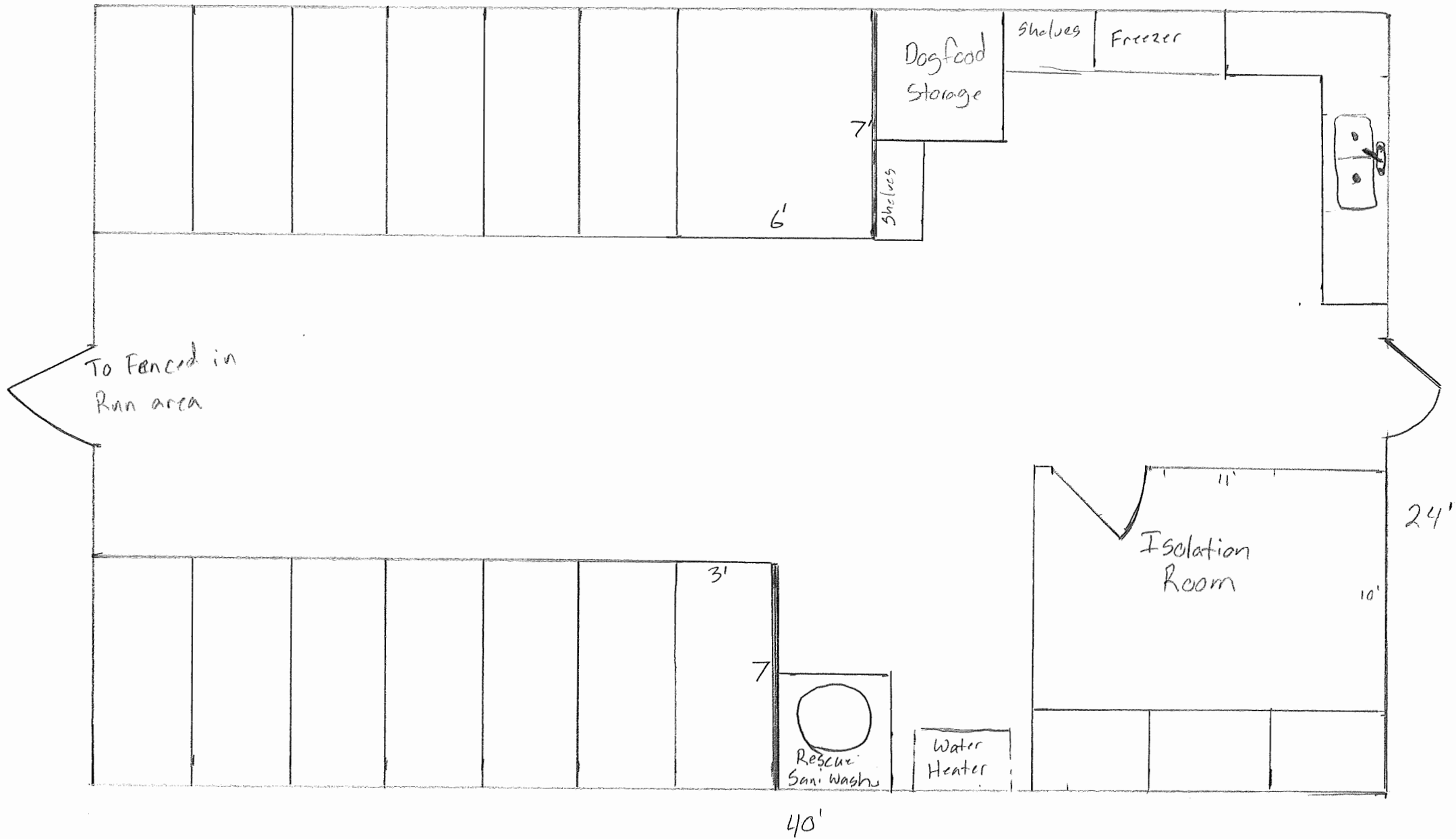
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ii. send us an email to tnussrallah@eacg.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify E & A Consulting Group, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by E & A Consulting Group, Inc. during the course of your relationship with E & A Consulting Group, Inc..

BALANCE IN FUNDS AS OF MARCH 2026

| | | | |
|-------------------------|--------------|-----------------------------|------------------|
| General | 1,808,451.76 | Cemetery Endowment | \$ 37,481.62 |
| Water Revenue | 730,098.02 | Library Revolving | \$ (6,152.52) |
| Sewage Revenue | 634,491.32 | Library | \$ 8,149.69 |
| Street & Highway | 164,953.69 | Library Employee Benefit | \$ 4,101.82 |
| Airport Revolving | 63,084.89 | Swimming Pool Sales Tax | \$ 2,542,439.54 |
| Sewer Replacement | 54,137.41 | Special Law Enforcement | \$ 18,022.19 |
| Bond & Interest | 258,215.90 | Special Parks & Recreation | \$ 88,948.94 |
| Bond & Interest #1 | 88,095.13 | Koester Block Maintenance | \$ 23,966.61 |
| Bond & Interest #1A | 138,282.66 | Employee Benefit | \$ 280,004.43 |
| Special Improvements | 238,875.27 | Transient Guest Tax | \$ 128,197.00 |
| Industrial | - | Mun. Equip Reserve | \$ 427,263.04 |
| Economic Development | 207,762.47 | Capital Improvements | \$ 60,868.25 |
| Fire Equipment Reserve | 68,586.78 | Sales Tax Improvements Fund | \$ 1,130,812.81 |
| Fire Insurance Proceeds | 412,772.99 | Water Utility Reserve | \$ 670,951.95 |
| | | | \$ 10,282,863.66 |

| | |
|--|-----------------|
| Bonds of City Outstanding | \$ 837,918.93 |
| Revolving Loans | \$ 2,094,641.46 |
| Water Collection - MARCH | \$ 102,976.38 |
| Sewage Collection - MARCH | \$ 113,695.81 |
| Storm Water -MARCH | \$ 17,836.64 |
| Investment of Idle Funds | \$ - |
| Lease Purchase - Vac Truck | \$ 84,609.29 |
| Lease Purchase - Fire Station / Lights | \$ 318,844.40 |

| Outstanding Collections: | State Set Off | Collections Bureau (CBK) | Outstandings | Total | |
|--------------------------|---------------|--------------------------|--------------|--------------|-------------|
| Water/Sewer | \$ 50,881.21 | \$ 5,348.81 | \$ 32,877.15 | \$ 89,107.17 | |
| Municipal Court | \$ 5,037.45 | \$ 18,642.35 | \$ 71,563.63 | \$ 95,243.43 | 10 Yr Total |

Respectively Submitted,

 SAMANTHA RALPH
 City Clerk

CITY CLERK'S FINANCIAL REPORT
FOR MARCH 2026

RECEIPTS:

| MARC Date | Name | Item | Dollar |
|-----------|---------------------------|--------------------------|-------------|
| | 1 KENT BARGMAN | 4 CEMETERY SPACES | \$ 200.00 |
| | 2 DAVID BLACKATEER | CAT TAGS | \$ 30.00 |
| | 2 KURT OLSON | CHICKEN PERMIT | \$ 30.00 |
| | 2 KURT OLSON | DOG TAG | \$ 10.00 |
| | 2 CARLOTTA ERICKSON | RENT 908 ELM | \$ 800.00 |
| | 2 JILL FRIEDRICHS | DOG TAG | \$ 20.00 |
| | 2 DONNIE BALLMAN | HAY GROUND RENTAL | \$ 2,790.00 |
| | 2 DESIREE NELSON | DOG TAG | \$ 10.00 |
| | 2 RUTH MASCHMEIER | DOG TAG & CHICKEN PERMIT | \$ 60.00 |
| | 3 JULIE COHORST | DOG TAG | \$ 10.00 |
| | 3 PARMENTIER CONSTRUCTION | GAS INSPECTION | \$ 30.00 |
| | 3 CLEAN STEVE INVESTMENTS | ELECTRIAL INSPECTION | \$ 30.00 |
| | 3 SUSAN ETELAMAKI | RENT SOUTH HILL POTTERY | \$ 200.00 |
| | 3 HARLEY GRUND | WATER CONNECTION | \$ 60.00 |
| | 3 AMBROSIA HARSH | WATER CONNECTION | \$ 60.00 |
| | 3 JIM ROMBECK | DOG TAGS | \$ 20.00 |
| | 4 CRYSTAL RICHARDSON | DOG TAGS | \$ 10.00 |
| | 4 HEATHER ELLIS | DOG TAGS | \$ 20.00 |
| | 4 AMY WARD | WATER CONNECTION | \$ 60.00 |
| | 5 KATIE KREBS | DOG TAGS | \$ 20.00 |
| | 5 FLO CRAIN | DOG TAGS | \$ 10.00 |
| | 5 PENNY HOWELL | DOG TAG | \$ 30.00 |
| | 5 REFLECTIONS | RENT 901 BROADWAY | \$ 645.00 |
| | 5 JOSH WALKER | HARTLEY RIDGE IMPACT FEE | \$ 446.85 |
| | 6 AARON ABELDT | CAT AND DOG TAGS | \$ 50.00 |
| | 6 LORI WATTS | DOG TAG | \$ 20.00 |
| | 6 FRANCINE CROME | DOG TAG | \$ 10.00 |
| | 6 JOSH HAVERKAMP | DOG TAGS | \$ 20.00 |
| | 9 C&C HAIR | RENT 712 BROADWAY | \$ 375.00 |
| | 9 LORI SNELLINGS | DOG TAGS | \$ 30.00 |
| | 9 CHRISTIE ANDERS | BURIAL | \$ 150.00 |
| | 9 NAOMI NETTER | DOG TAG | \$ 30.00 |
| | 9 THE MAIN DISH | RENT 913 BROADWAY | \$ 200.00 |
| | 9 H&R BLOCK | RENT 707 BROADWAY | \$ 450.00 |
| | 10 BOB OLIVER | DOG TAG | \$ 10.00 |
| | 10 ERIC KETTER | DOG TAG | \$ 10.00 |
| | 10 BEN THROM | DOG TAG | \$ 10.00 |
| | 10 CRICKET GOEPFERT | DOG TAG | \$ 10.00 |
| | 10 BRUCE SCHWINDAMANN | DOG TAG | \$ 10.00 |
| | 11 JERRI MAYER | DOG TAG | \$ 10.00 |
| | 12 MICKY SCHMITZ | DOG TAG | \$ 10.00 |
| | 12 CORY WENK | DOG TAG | \$ 10.00 |
| | 13 SHELLY DAY | DOG TAG | \$ 30.00 |
| | 13 MAMA GING | FOOD TRUCK | \$ 150.00 |
| | 13 KATE SPITSNOGLE | CHICKEN PERMIT | \$ 30.00 |
| | 13 TRISTAN GRIFFIN | 2026 UTV | \$ 100.00 |
| | 16 JONI MCCLELLAN | DOG TAG | \$ 20.00 |
| | 13 NICK BACA | CAT TAGS | \$ 10.00 |
| | 13 DEB MACY | CAT AND DOG TAGS | \$ 40.00 |
| | 16 TOM HOOD | CAT AND DOG TAGS | \$ 30.00 |
| | 16 DEB FAUST | DOG TAG | \$ 15.00 |
| | 17 DEB BLOOMER | HARTLEY RIDGE IMPACT FEE | \$ 297.90 |
| | 17 SOUTHWESTERN BELL | FRANCHISE FEE | \$ 101.08 |
| | 18 RICHARD KABRIEL | BUILDING PERMIT | \$ 109.50 |
| | 19 ROSS WRIGHT | DOG TAG | \$ 15.00 |
| | 19 JACKI BROWNING | WATER CONNECTION | \$ 60.00 |

| | | | |
|---------------------------------|------------------------|----|------------------|
| 19 ROBERT WATTS | BUILDING PERMIT | \$ | 237.00 |
| 19 KEVIN MILLER | DOG TAG | \$ | 15.00 |
| 20 ANNISSA WEST | WATER CONNECTION | \$ | 60.00 |
| 20 DAREN HABIG | WATER CONNECTION | \$ | 60.00 |
| 20 TERRY KOCH | UTV PERMIT | \$ | 100.00 |
| 20 BRITNEY HULS | CHICKEN PERMIT | \$ | 30.00 |
| 20 NEMAHA MARSHALL | FRANCHISE FEE | \$ | 76.75 |
| 20 MARYSVILLE | ELECTRIAL INSPECTION | \$ | 30.00 |
| 20 JULIE LIGHT | DOG TAG | \$ | 15.00 |
| 23 EMC INSURANCE | INSURANCE DIVIDEND | \$ | 17,183.74 |
| 24 KEITH HOLLE | DOG IMPOIND FEE | \$ | 65.00 |
| 24 ADRIANA JOHNSON | WATER CONNECTION | \$ | 60.00 |
| 24 TOMMY BRINEGAR | METER PIT | \$ | 543.00 |
| 24 MARTY CABLE | BUILDING PERMIT | \$ | 60.00 |
| 24 VERIZON | RENT | \$ | 950.00 |
| 25 OFF MY ROCKER | 2026 FOOD TRUCK PERMIT | \$ | 150.00 |
| 27 LAUGHLIN-HOEVET FUNERAL HOME | BURIAL-DENNIS HOLST | \$ | 500.00 |
| 27 JOSE ORTIZ MANRIQUEZ | WATER CONNECTION | \$ | 60.00 |
| | | \$ | <u>28,220.82</u> |

DEPOSITED IN CITIZENS STATE BANK FOR
ACCOUNT OF CITY TREASURER

| | | |
|--------------------------------|----|------------------|
| General Fund | \$ | 20,993.07 |
| Water Revenue Fund | \$ | 1,023.00 |
| Koester Block Maintenance Fund | \$ | 2,670.00 |
| Water Reserve | \$ | 208.53 |
| Water Utilities | \$ | - |
| Special Law | \$ | - |
| Airport Revolving | \$ | 2,790.00 |
| Sewer | \$ | 536.22 |
| Special Parks | \$ | - |
| | \$ | <u>28,220.82</u> |

**UNADJUSTED STATEMENT OF REVENUES
AND
BUDGET APPROPRIATIONS
AS OF MARCH 31, 2026**

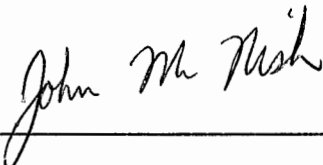
| FUND | BUDGETED | | BUDGET BALANCE | PERCENT RECEIVED |
|---------------------------------|------------------|------------------|--------------------|---------------------|
| GENERAL: | | | | |
| TAX DISTRIBUTIONS | 1,952,011 | 1,159,769 | (792,242) | 59% |
| ASSESSMENTS (weed/st) | 2,500 | 1,592 | (909) | 64% |
| INTEREST | 5,500 | 4,180 | (1,320) | 76% |
| FRANCHISE FEES | 460,000 | 141,143 | (318,857) | 31% |
| LICENSES | 10,600 | 2,885 | (7,715) | 27% |
| PERMITS | 10,840 | 5,264 | (5,577) | 49% |
| GRANTS | 0 | 173,000 | 173,000 | #DIV/0! |
| HIGHWAY MAINTENANCE | 14,000 | 0 | (14,000) | 0% |
| RURAL FIRES | 57,000 | 29,468 | (27,532) | 52% |
| BURIAL ORDERS | 12,000 | 1,650 | (10,350) | 14% |
| CEMETERY DEEDS | 1,500 | 500 | (1,000) | 33% |
| VEHICLE ASSESSMENT | 0 | | 0 | #DIV/0! |
| MUNICIPAL COURT | 40,000 | 13,282 | (26,718) | 33% |
| IMPOUNDING FEES | 1,500 | 285 | (1,215) | 19% |
| CONTRACT/RENTS | 7,000 | 4,133 | (2,867) | 59% |
| GIFTS-DONATIONS | 0 | 5,000 | 5,000 | #DIV/0! |
| REIMBURSEMENTS | 1,250 | 4,341 | 3,091 | 347% |
| MISCELLANEOUS | 25,000 | 17,249 | (7,751) | 69% |
| TRANSFERS | 605,000 | 207,515 | (397,485) | 34% |
| TOTAL | 3,205,701 | 1,771,256 | (1,434,445) | 55% |
| 2025 CASH CARRYOVER | 456,228 | | | |
| WATER REVENUE: | | | | |
| WATER SALES | 1,116,360 | 180,809 | (935,551) | 16% |
| INSTALL CHARGES/RECONNECT | 33,500 | 105,358 | 71,858 | 315% |
| PENALTIES | 6,800 | 2,676 | (4,124) | 39% |
| SALES TAX | 12,000 | 4,254 | (7,746) | 35% |
| INTEREST | 4,000 | 2,002 | (1,998) | 50% |
| MISCELLANEOUS | 5,000 | 181 | (4,819) | 4% |
| TOTAL | 1,177,660 | 295,280 | (882,381) | 25% |
| 2025 CASH CARRYOVER | 450,554 | | | |
| SEWAGE REVENUE: | | | | |
| SEWAGE CHARGES | 1,063,269 | 304,013 | (759,256) | 29% |
| PERMITS/ASSESSMENTS | 1,500 | 0 | (1,500) | 0% |
| PENALTIES | 9,608 | 4,026 | (5,582) | 42% |
| INTEREST | 3,000 | 1,614 | (1,386) | 54% |
| REIMBURSED EXPENSE | 100 | 0 | (100) | 0% |
| MISCELLANEOUS | 1,000 | 287 | (713) | 29% |
| TOTAL | 1,078,477 | 309,940 | (768,537) | 29% |
| 2025 CASH CARRYOVER | 417,320 | | | |
| | | 121,500 | | |
| STORM WATER REVENUE: | | | | |
| STORM WATER SEWER | 0 | 340 | 0 | #DIV/0! |
| TOTAL | 0 | 0 | 0 | #DIV/0! |
| 2025 CASH CARRYOVER | | | | |

**UNADJUSTED STATEMENT OF EXPENDITURES
AND
BUDGET APPROPRIATIONS
AS OF MARCH 31, 2026**

| FUND | BUDGET APPROPRIATION | EXPENDITURES TO DATE | BUDGET BALANCE | PERCENT EXPENDED |
|-----------------------------|-------------------------|-------------------------|-------------------|---------------------|
| GENERAL: | | | | |
| ADMINISTRATION | 607,843 | 118,595 | 489,248 | 20% |
| POLICE | 936,561 | 208,794 | 727,767 | 22% |
| MUNICIPAL COURT | 86,898 | 18,495 | 68,403 | 21% |
| FIRE | 131,042 | 20,193 | 110,849 | 15% |
| STREET | 621,102 | 111,322 | 509,780 | 18% |
| PARKS | 211,421 | 64,653 | 146,768 | 31% |
| RECREATION | 108,480 | 18,800 | 89,680 | 17% |
| CEMETERY | 241,466 | 45,080 | 196,386 | 19% |
| TRAFFIC CONTROL | 48,250 | 509 | 47,741 | 1% |
| HEALTH & SAN. | 226,100 | 47,947 | 178,153 | 21% |
| STREET LIGHTING | 130,500 | 22,940 | 107,560 | 18% |
| FORESTRY | 10,050 | 1,500 | 8,550 | 15% |
| AIRPORT | 25,950 | 3,579 | 22,371 | 14% |
| TRANSFERS | 60,000 | 13,753 | 46,247 | 23% |
| ART CENTER/MAIN STREET | 19,500 | 121 | 19,379 | 1% |
| GRANTS/GIFTS | 5,000 | 749 | 4,251 | 15% |
| TORT LIABILITY | 69,500 | 0 | 69,500 | 0% |
| NOXIOUS WEED | 920 | 0 | 920 | 0% |
| TOTAL | 3,540,583 | 697,028 | 2,773,135 | 20% |
| WATER REVENUE: | | | | |
| PRODUCTION | 149,479 | 112,792 | 36,687 | 75% |
| T & D | 863,697 | 61,805 | 801,892 | 7% |
| COMMERCIAL & GENERAL | 130,946 | 15,282 | 115,664 | 12% |
| NON-OP. EXPENSE+TORT | 25,750 | 5,381 | 20,369 | 21% |
| TRANSFER TO B&I #1 | 170,000 | 42,515 | 127,485 | 25% |
| TRANSFER TO W. UTIL. RES | 45,000 | 11,250 | 33,750 | 25% |
| TRANSFER TO GENERAL | 50,000 | 15,000 | 35,000 | 30% |
| TOTAL | 1,434,872 | 264,025 | 1,170,847 | 18% |
| SEWAGE REVENUE: | | | | |
| COMMERCIAL & GENERAL | 80,600 | 10,522 | 70,078 | 13% |
| STORM WATER SEWER | 0 | | 0 | #DIV/0! |
| COLLECTIONS | 772,059 | 124,782 | 647,277 | 16% |
| PROCESSING | 52,175 | 27,576 | 24,599 | 53% |
| TRANSFER TO SEW REPL. | 55,000 | 25,003 | 29,997 | 45% |
| TRANSFER TO B&I #1 A | 375,000 | 41,915 | 333,085 | 11% |
| TRANSFER TO GENERAL | | 15,000 | (15,000) | #DIV/0! |
| NON-OP TORT | 5,000 | | 0 | 0% |
| NON-OP GEN/ADMIN | | | 0 | 0% |
| TOTAL | 1,339,834 | 244,798 | 1,090,036 | 18% |
| STORM WATER REVENUE: | | | | |
| STORM WATER SEWER | 0 | 0 | 0 | #DIV/0! |
| TOTAL | 0 | 0 | 0 | #DIV/0! |

JUDGES REPORT

| | |
|---|----------------|
| March REPORT | \$5,490.82 |
| BOND REPORT | \$12,038.00 |
| TOTAL | \$17,528.82 |
| RESTITUTION | (-\$162.99) |
| RESTITUTION | (-2,202.41) |
| RESTITUTION | (-2,000.00) |
| New Checks Order | (-34.17) |
| New Checks Order | (-68.14) |
| Chk #2011 – Dist Court for Chrisco Bond | (-600.00) |
| Schroller – 25CR15307 – Pd before | +25.00 |
| Court decided an amount | |
| Arnold – 11TR5613 – CBK Check but | +106.57 |
| Paid in full back in 2021 | |
| CK BOOK TOTAL | 12,592.68 |
| Check #2103-City Treasurer Jan Fines | (- \$5,232.32) |
| Check #2104-KS State Treasurer | (-\$258.50) |
| TOTAL | \$ 7,101.86 |



MUNICIPAL COURT JUDGE

4-1-2026

| Date | Case # | Name | NSF Receipt # | Pay Type | Reference # | Received By | Total Paid |
|------------|-------------------------------|--------------------------|-------------------------------|-----------------------|-------------|-------------|------------------------|
| 03/02/2026 | 26TR15422 | Hanekom, Christian | <input type="checkbox"/> 6607 | Credit Card | 145215686 | Danielle | \$145.00 |
| | JBEF | | \$1.00 | LETC | | | \$22.50 |
| | Municipal Court Fees | | \$76.50 | Fines | | | \$45.00 |
| 03/02/2026 | 25CR15222 | Leseberg, Andrew Michael | <input type="checkbox"/> 6609 | Check | 1019 | Danielle | \$100.00 |
| | JBEF | | \$1.00 | LETC | | | \$22.50 |
| | Municipal Court Fees | | \$76.50 | | | | |
| 03/02/2026 | 24CR15082 | ODonnell***, Sherry K | <input type="checkbox"/> 6608 | Check | 1301 | Danielle | \$60.00 |
| | Fines | | \$20.00 | Defense Attorney Fees | | | \$40.00 |
| | Totals for 03/02/2026: | | | | | | \$305.00 |
| 03/03/2026 | 24CR14436 | Brazzle***, Tammy | <input type="checkbox"/> 6610 | Money Order | 005657 | Danielle | \$25.00 |
| | Defense Attorney Fees | | \$25.00 | | | | |
| | Totals for 03/03/2026: | | | | | | \$25.00 |
| 03/06/2026 | 25TR15284 | Bussmann, Jeffrey B | <input type="checkbox"/> 6616 | Cash | | Danielle | \$50.00 |
| | JBEF | | \$1.00 | LETC | | | \$22.50 |
| | Municipal Court Fees | | \$26.50 | | | | |
| 03/06/2026 | 25CR15208 | Crow, John Ray | <input type="checkbox"/> 6613 | Cash | | Danielle | \$20.00 |
| | Municipal Court Fees | | \$20.00 | | | | |
| 03/06/2026 | 25CR15269 | Friedrichs, Brian W | <input type="checkbox"/> 6615 | Check | 4464 | Danielle | \$100.00 |
| | JBEF | | \$1.00 | LETC | | | \$22.50 |
| | Municipal Court Fees | | \$76.50 | | | | |
| 03/06/2026 | 24CR15185 | Gibbons, Anthony D | <input type="checkbox"/> 6612 | Cash | | Danielle | \$50.00 |
| | Defense Attorney Fees | | \$50.00 | | | | |
| 03/06/2026 | 25CR15230 | Lister, Cassidy J | <input type="checkbox"/> 6614 | Cash | | Danielle | \$360.00 |
| | Fines | | \$200.00 | Restitution | | | \$160.00 |
| 03/06/2026 | 21TR13794 | Shepardson, Karl M | <input type="checkbox"/> 6611 | Cash | | Danielle | \$35.00 |
| | Restitution | | \$35.00 | | | | |
| 03/06/2026 | 25TR15318 | Wassenberg, Matthew D | <input type="checkbox"/> 6618 | Credit Card | 145431426 | Danielle | \$100.00 |
| | JBEF | | \$1.00 | LETC | | | \$22.50 |
| | Municipal Court Fees | | \$76.50 | | | | |
| | Totals for 03/06/2026: | | | | | | \$715.00 |
| 03/09/2026 | 25TR15174 | Johnson, Keith | <input type="checkbox"/> 6620 | Credit Card | 145525194 | Danielle | \$500.00 |
| | Restitution | | \$500.00 | | | | |
| 03/09/2026 | 25TR14439 | Wieland, Evangela S | <input type="checkbox"/> 6619 | Credit Card | 145492158 | Danielle | \$150.00 |
| | Restitution | | \$150.00 | | | | |
| | Totals for 03/09/2026: | | | | | | \$650.00 |
| 03/13/2026 | 14TR9882 | Arnold, Jerimiah Daniel | <input type="checkbox"/> 6623 | CBK Collection | 86797 | Danielle | \$96.71 |
| | Defense Attorney Fees | | \$96.71 | | | | |
| 03/13/2026 | 25CR15262 | Childers, Virginia L | <input type="checkbox"/> 6621 | Credit Card | 145697150 | Danielle | \$120.00 |
| | Defense Attorney Fees | | \$120.00 | | | | |
| 03/13/2026 | 12CR480 | Davis, Jeffrey James | <input type="checkbox"/> 6622 | CBK Collection | 86797 | Danielle | \$478.11 |
| | Defense Attorney Fees | | \$167.41 | KBI Fee | | | \$310.70 ⁶⁵ |

Receipts Report for the period 03/01/2026 to 03/31/2026

| Date | Case # | Name | NSF | Receipt # | Pay Type | Reference # | Received By | Total Paid |
|-------------------------------|-----------------------|--------------------------|--------------------------|-----------|--------------|----------------|-------------|-------------------|
| 03/13/2026 | 24CR15181 | Pingel***, Cole Wyatt | <input type="checkbox"/> | 6624 | Credit Card | 145710098 | Danielle | \$20.00 |
| | | Fines | | \$20.00 | | | | |
| Totals for 03/13/2026: | | | | | | | | \$714.82 |
| 03/16/2026 | 25CR15285 | Montes***, Gerson I | <input type="checkbox"/> | 6625 | Credit Card | 145798506 | Danielle | \$100.00 |
| | | JBEF | | \$1.00 | LETC | | \$22.50 | |
| | | Municipal Court Fees | | \$76.50 | | | | |
| Totals for 03/16/2026: | | | | | | | | \$100.00 |
| 03/18/2026 | 25CR15268 | Mortero, Cristal | <input type="checkbox"/> | 6626 | Cash | | Danielle | \$100.00 |
| | | Criminal Diversion | | \$100.00 | | | | |
| Totals for 03/18/2026: | | | | | | | | \$100.00 |
| 03/19/2026 | 25CR15524 | Busch, Anita K | <input type="checkbox"/> | 6628 | Cash | | Danielle | \$100.00 |
| | | Defense Attorney Fees | | \$100.00 | | | | |
| 25CR15123 | Busch, Anita K | | <input type="checkbox"/> | 6630 | Cash | | Danielle | \$20.00 |
| | | LETC | | \$20.00 | | | | |
| 26CR15271 | Johnson, Marla L | | <input type="checkbox"/> | 6627 | Bond Applied | Bond ID = 1058 | Danielle | \$900.00 |
| | | JBEF | | \$1.00 | LETC | | \$22.50 | |
| | | Municipal Court Fees | | \$76.50 | Fines | | \$800.00 | |
| 25CR15328 | Larson, Julie R | | <input type="checkbox"/> | 6629 | Check | 3361 | Danielle | \$200.00 |
| | | JBEF | | \$1.00 | LETC | | \$22.50 | |
| | | Municipal Court Fees | | \$76.50 | Fines | | \$100.00 | |
| 25CR15525 | Witt, Melanie | | <input type="checkbox"/> | 6631 | Bond Applied | Bond ID = 1036 | Danielle | \$300.00 |
| | | JBEF | | \$1.00 | LETC | | \$22.50 | |
| | | Municipal Court Fees | | \$76.50 | Fines | | \$200.00 | |
| Totals for 03/19/2026: | | | | | | | | \$1,520.00 |
| 03/25/2026 | 26TR15429 | Ventura, Jonathan M | <input type="checkbox"/> | 6632 | Credit Card | 146153422 | Danielle | \$151.00 |
| | | JBEF | | \$1.00 | LETC | | \$22.50 | |
| | | Municipal Court Fees | | \$76.50 | Fines | | \$51.00 | |
| Totals for 03/25/2026: | | | | | | | | \$151.00 |
| 03/26/2026 | 25CR15208 | Crow, John Ray | <input type="checkbox"/> | 6633 | Cash | | Danielle | \$10.00 |
| | | Municipal Court Fees | | \$10.00 | | | | |
| Totals for 03/26/2026: | | | | | | | | \$10.00 |
| 03/27/2026 | 25TR15223 | Crain, Charles Lemuel | <input type="checkbox"/> | 6634 | Bond Applied | Bond ID = 1049 | Danielle | \$600.00 |
| | | JBEF | | \$1.00 | LETC | | \$22.50 | |
| | | Municipal Court Fees | | \$76.50 | Fines | | \$500.00 | |
| 25TR15223 | Crain, Charles Lemuel | | <input type="checkbox"/> | 6635 | Cash | | Danielle | \$500.00 |
| | | Fines | | \$500.00 | | | | |
| Totals for 03/27/2026: | | | | | | | | \$1,100.00 |
| 03/30/2026 | 25CR15222 | Leseberg, Andrew Michael | <input type="checkbox"/> | 6636 | Check | 1055 | Danielle | \$100.00 |
| | | Fines | | \$100.00 | | | | |
| Totals for 03/30/2026: | | | | | | | | \$100.00 |

Receipts Report for the period 03/01/2026 to 03/31/2026

| Date | Case # | Name | NSF Receipt # | Pay Type | Reference # | Received By | Total Paid |
|------|--------|------|---------------|----------|-------------|-------------|------------|
|------|--------|------|---------------|----------|-------------|-------------|------------|

| <u>Grand Totals by Fee:</u> | | <u>Grand Totals by Payment Type:</u> | | <u>Grand Total:</u> | <u>\$5,490.82</u> |
|-----------------------------|------------|--------------------------------------|------------|---------------------|-------------------|
| JBEF | \$11.00 | Bond Applied | \$1,800.00 | | |
| LETC | \$267.50 | Cash | \$1,245.00 | | |
| Municipal Court Fees | \$821.50 | CBK Collection | \$574.82 | | |
| Fines | \$2,536.00 | Check | \$560.00 | NSF Adjustment: | \$0.00 |
| ADSAP | \$0.00 | Credit Card | \$1,286.00 | | |
| Restitution | \$845.00 | Money Order | \$25.00 | | |
| DUI Diversion | \$0.00 | | | | |
| Traffic Diversion | \$0.00 | | | | |
| Bond | \$0.00 | | | | |
| Defense Attorney Fees | \$599.12 | | | | |
| Returned Check Charge | \$0.00 | | | | |
| In State Reinstatement | \$0.00 | | | | |
| Expungement Fee | \$0.00 | | | | |
| KBI Fee | \$310.70 | | | | |
| Community Service | \$0.00 | | | | |
| Warrant Fee | \$0.00 | | | | |
| UA Fee | \$0.00 | | | | |
| UA Lab Fee | \$0.00 | | | | |
| Insufficient Funds | \$0.00 | | | | |
| Criminal Diversion | \$100.00 | | | | |
| JBS Fee | \$0.00 | | | | |
| 30 Day Letter Fee | \$0.00 | | | | |
| Community Corrections | \$0.00 | | | | |
| Seatbelt Safety Fund | \$0.00 | | | | |
| Collections | \$0.00 | | | | |
| NJ Sal Adj | \$0.00 | | | | |
| Ks-Setoff | \$0.00 | | | | |

REPORT AND PAYMENT OF MUNICIPAL COURT REVENUE

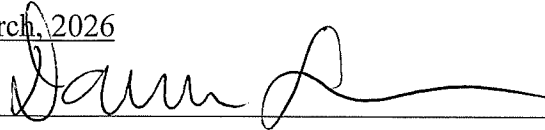
| | | |
|------------------|--|-----------------|
| A. | REINSTATEMENT FEES | <u>\$0.00</u> |
| A1. | \$15.00 Fixed Reinstatement Fees | <u>\$0.00</u> |
| B. | JUDICIAL BRANCH SURCHARGE | <u>\$0.00</u> |
| C. | JUDICIAL BRANCH EDUCATION FUND | <u>\$11.00</u> |
| D. | LAW ENFORCEMENT TRAINING CENTER FUND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

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

For the Month of March, 2026

Municipal Court of Marysville

Authorized Signature



Date: 03/31/2026

Treasurer's Use Only:

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

Check# _____

Date _____

CITY CLERK'S WARRANT REGISTER

PAGE 1 OF 5

APRIL 13, 2026 -----ORDINANCE NO. 3870

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:

| FUND | | |
|------|---------------------------|-----------------|
| 100 | GENERAL | \$ 152,492.03 |
| 200 | WATER REVENUE | 18,283.67 |
| 300 | SEWAGE REVENUE | 9,260.58 |
| 512 | LIBRARY REVOLVING | 7,964.80 |
| 513 | LIBRARY | 8,149.69 |
| 514 | LIBRARY EMPLOYEE BENEFIT | 4,101.82 |
| 600 | SWIMMING POOL SALES TAX | 26,964.82 |
| 707 | KOESTER BLOCK MAINTENANCE | 2,045.54 |
| 711 | EMPLOYEE BENEFIT | 15,806.26 |
| 715 | TRANSIENT GUEST TAX | 47.33 |
| 800 | SALES TAX IMPROVEMENT | <u>5,593.01</u> |
| | TOTAL ORDINANCE | \$ 250,709.55 |

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

Ord 3870 - March 13, 2026

Date: 04/09/2026

Time: 4:08 pm

Page: 1

City of Marysville

| Vendor Name | Vendor No. | Invoice Description | Check No. | Check Date | Check Amount |
|------------------------------|------------|---|-----------|---------------|------------------|
| ADVANCE INSURANCE COMPANY | 997 | LIFE INS PREM - MAY 2026 | 55206 | 04/08/2026 | 345.15 H |
| | | | | Vendor Total: | <u>345.15</u> |
| AFLAC INC | 2918 | VISION INS PREM - APRIL 2026 | 55190 | 03/25/2026 | 211.10 H |
| | | | | Vendor Total: | <u>211.10</u> |
| BEHRENS, LISA M | 3041 | JANITORIAL SER @ CITY HALL 3/01/26 - 03/29/26 | 0 | 00/00/0000 | 270.00 |
| | | | | Vendor Total: | <u>270.00</u> |
| BLUE VALLEY TECHNOLOGIES | 1380 | TELEPHONE SER & PHONE SYSTEM INTERNET, SEC @ PD | 55194 | 04/01/2026 | 1,560.72 H |
| | | | | Vendor Total: | <u>1,560.72</u> |
| BOMGAARS | 2989 | SCREWDIVER SET;RACTCHET HANDLE TRAY | 0 | 00/00/0000 | 18.97 |
| | | | | Vendor Total: | <u>18.97</u> |
| BRT PLUMBING & HVAC, LLC | 3022 | RESET MENS & WOMENS STOOLS REUILD MENS URINAL - PD | 0 | 00/00/0000 | 1,965.25 |
| | | | | Vendor Total: | <u>1,965.25</u> |
| CALEA | 2758 | ANNUAL CONTINUATION FEE | 0 | 00/00/0000 | 4,050.00 |
| | | | | Vendor Total: | <u>4,050.00</u> |
| CENTURY BUSINESS SYSTEMS | 2009 | RICOH MC 2510 COPER - PD COLOR COPIES - MARCH | 0 | 00/00/0000 | 33.29 |
| | | | | Vendor Total: | <u>33.29</u> |
| CES GROUP P.A. | 0172 | KOESTER BLK ALLEY - CREATE NEW LEGAL DESC;CAD-GENERATE SURV | 0 | 00/00/0000 | 1,480.00 |
| | | | | Vendor Total: | <u>1,480.00</u> |
| CITIZENS STATE BANK | 0050 | EMPLOYEE PAYROLL #750 | 55192 | 04/01/2026 | 57,562.69 H |
| | | | | Vendor Total: | <u>57,562.69</u> |
| CNH CAPITAL | 1783 | SPARK PLUG;LOW KICKBACK CHAIN SAW CHAIN;POLE SAW;LATE FEE | 55195 | 04/01/2026 | 152.11 H |
| | | | | Vendor Total: | <u>152.11</u> |
| COMMUNITY MEMORIAL HEALTHC | 568 | LAB WORK; RITTMILLER, JEFFREY | 0 | 00/00/0000 | 15.00 |
| | | | | Vendor Total: | <u>15.00</u> |
| COMPLIANCE ONE | 1907 | ALCOHOL DRUG TESTING MARCH 2026 | 0 | 00/00/0000 | 198.40 |
| | | | | Vendor Total: | <u>198.40</u> |
| CORE & MAIN LP | 2599 | A24-NL MTR ADPT5/8 X 3/4 (8)TO ADP MTRS FM 1" TO 5/8 OR 3/4 | 0 | 00/00/0000 | 416.00 |
| | | | | Vendor Total: | <u>416.00</u> |
| CRAFCO, INC | 2686 | MASTIC ONE METABLE PACKAGING | 0 | 00/00/0000 | 6,648.83 |
| | | | | Vendor Total: | <u>6,648.83</u> |
| EFT-FEDERAL TAX,FICA,MEDICAR | 2025 | EFT - FED TAX, FICA, MEDICARE PR#750 | 0 | 00/00/0000 | 17,332.80 |
| | | | | Vendor Total: | <u>17,332.80</u> |
| ENERGY CENTER MANHATTAN PC | 2333 | POOL SAND FILTER | 0 | 00/00/0000 | 23,261.00 |
| | | | | Vendor Total: | <u>23,261.00</u> |
| EVERGY | 1401 | ELEC STORM SIREN KEYSTONE RD 02/17/26 - 03/08/26 | 55189 | 03/25/2026 | 31.29 H |
| EVERGY | 1401 | ELEC BIG BILL 02/23 THRU 03/24 | 55193 | 04/01/2026 | 8,605.12 H |
| EVERGY | 1401 | ELEC 02/23/26 - 03/24/26 | 55196 | 04/01/2026 | 1,107.55 H |
| EVERGY | 1401 | ELEC - STREET LIGHTS 03/02/26 - 03/31/26 | 55204 | 04/07/2026 | 5,330.91 H |
| | | | | Vendor Total: | <u>15,074.87</u> |
| GRAINGER, INC | 1234 | #2005 BADBOY LAWNMOER BANDED V-BELT | 0 | 00/00/0000 | 1,438.28 |

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

Ord 3870 - March 13, 2026

Date: 04/09/2026

Time: 4:08 pm

Page: 2

City of Marysville

| Vendor Name | Vendor No. | Invoice Description | Check No. | Check Date | Check Amount |
|-------------------------------|------------|---|-----------|---------------|-------------------|
| | | | | Vendor Total: | <u>1,438.28</u> |
| HACH COMPANY | 0324 | REAGENT SET; CHLORINE FREE | 0 | 00/00/0000 | <u>506.74</u> |
| | | | | Vendor Total: | <u>506.74</u> |
| HAWKINS, INC | 1493 | CHLORINE 150 # CY (EPA 7870-2) | 0 | 00/00/0000 | <u>20.00</u> |
| | | | | Vendor Total: | <u>20.00</u> |
| HOMETOWN LUMBER, INC. | 987 | PRUN SHEAR;WOOD;CLEARWELD; SYRING;NUTS;BOLTS;SCREW;ETC | 0 | 00/00/0000 | <u>422.10</u> |
| | | | | Vendor Total: | <u>422.10</u> |
| IRON HORSE TRAINING & FITNESS | 2821 | EMPLOYEE MEMBERSHIPS - 03/2026 | 0 | 00/00/0000 | <u>192.00</u> |
| | | | | Vendor Total: | <u>192.00</u> |
| JOHN DEERE FINANCIAL | 2322 | COUPLING ROD JOHN DEERE TRACTOR #5011 | 55197 | 04/01/2026 | <u>73.24 H</u> |
| | | | | Vendor Total: | <u>73.24</u> |
| K.P.E.R.S - 457 - EFT | 3002 | EFT - KPERS 457 RETIREMENT CON PR #750 | 0 | 00/00/0000 | <u>162.00</u> |
| | | | | Vendor Total: | <u>162.00</u> |
| K.P.E.R.S. EFT | 0103 | EFT - KPERS RETIREMENT CONT PR#750 | 0 | 00/00/0000 | <u>13,072.44</u> |
| | | | | Vendor Total: | <u>13,072.44</u> |
| KANSAS DEPT OF HEALTH | 0151 | LAB SERVICES - 1ST QTR 2026 COLILERT DRINKING WATER; ETC | 0 | 00/00/0000 | <u>824.00</u> |
| | | | | Vendor Total: | <u>824.00</u> |
| KANSAS GAS SERVICE | 1201 | GAS SER 909-1/2 BROADWAY 02/19/26 - 03/19/26 | 55198 | 04/01/2026 | <u>67.28 H</u> |
| KANSAS GAS SERVICE | 1201 | GAS SER 02/19/26 - 03/19/26 | 55200 | 04/06/2026 | <u>2,752.10 H</u> |
| | | | | Vendor Total: | <u>2,819.38</u> |
| KANSAS PAYMENT CENTER | 1238 | WITHHOLDING (MCLEOD) CASE #MS11DM000016 PR#750 | 0 | 00/00/0000 | <u>166.14</u> |
| | | | | Vendor Total: | <u>166.14</u> |
| KANSAS RETAILERS' SALES TAX | 867 | EFT-SALES TAX DUE MARCH 2026 | 0 | 00/00/0000 | <u>1,117.74</u> |
| | | | | Vendor Total: | <u>1,117.74</u> |
| KANSAS WITHHOLDING TAX | 0299 | EFT - STATE TAX WH - PR #750 | 0 | 00/00/0000 | <u>3,734.87</u> |
| | | | | Vendor Total: | <u>3,734.87</u> |
| KRAMER OIL CO., INC | 0035 | GASOLINE; DIESEL;PROPANE;OIL MARCH 2026 | 0 | 00/00/0000 | <u>6,324.20</u> |
| | | | | Vendor Total: | <u>6,324.20</u> |
| STEVEN ALLEN KRAUSHAAR | 0974 | COURT APPT SER CITY VS WHALEN KOKORUDA CASE#24CR106 | 0 | 00/00/0000 | <u>700.00</u> |
| | | | | Vendor Total: | <u>700.00</u> |
| LANDOLL COMPANY LLC | 0093 | BAR RD 1" | 0 | 00/00/0000 | <u>10.43</u> |
| | | | | Vendor Total: | <u>10.43</u> |
| LEAGUE KANSAS MUNICIPALITIES | 0047 | SPECIAL ISSUES IN SELF-HELP NUISANCE ABATEMENT WEBINAR | 0 | 00/00/0000 | <u>25.00</u> |
| | | | | Vendor Total: | <u>25.00</u> |
| LIBRARY TREAS-CITY OF MARYSV | 0095 | TAX DISTRIBUTION PER BUDGET | 0 | 00/00/0000 | <u>12,251.51</u> |
| | | | | Vendor Total: | <u>12,251.51</u> |
| LOYAL AMERICAN | 1935 | INSURANCE PREM - APR | 55199 | 04/01/2026 | <u>61.46 H</u> |
| | | | | Vendor Total: | <u>61.46</u> |
| MARSHALL COUNTY HEALTH DEP' | 3021 | HEP B SHOTS ISAAC HOLLE | 0 | 00/00/0000 | <u>84.00</u> |
| | | | | Vendor Total: | <u>84.00</u> |

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

Ord 3870 - March 13, 2026

Date: 04/09/2026
 Time: 4:08 pm
 Page: 3

City of Marysville

| Vendor Name | Vendor No. | Invoice Description | Check No. | Check Date | Check Amount |
|-------------------------------------|------------|---|-----------|------------|-------------------|
| MARSHALL COUNTY SHERIFF | 2328 | YEARLY FEE-PD SHARE OF ENTERPO SOFTWARE 2/1/26 TO 1/31/27 | 0 | 00/00/0000 | 876.00 |
| | | Vendor Total: | | | <u>876.00</u> |
| MARSHALL COUNTY SPORTS & RECREATION | 3303 | RECREATION SERVICES 2ND QTR 2026 | 0 | 00/00/0000 | 17,500.00 |
| | | Vendor Total: | | | <u>17,500.00</u> |
| MARYSVILLE ADVOCATE | 0017 | PUB NOTICE LEGAL PJT ON 7TH ST CORR -- 1/6/22 & 1/13/22-NCRPC | 0 | 00/00/0000 | 341.00 |
| | | Vendor Total: | | | <u>341.00</u> |
| MARYSVILLE AMBULANCE SERVICE | 0072 | AMBULANCE CONTRACT PAYMENT | 0 | 00/00/0000 | 15,784.00 |
| | | Vendor Total: | | | <u>15,784.00</u> |
| MARYSVILLE HEALTH & FITNESS | 1738 | EMPLOYEE MEMBERSHIPS MARCH 2026 | 0 | 00/00/0000 | 168.00 |
| | | Vendor Total: | | | <u>168.00</u> |
| MARYSVILLE POSTMASTER | 0340 | BULK POSTAGE - WATER BILLS APRIL 2026 | 55203 | 04/06/2026 | 644.90 H |
| | | Vendor Total: | | | <u>644.90</u> |
| MARYSVILLE READY MIX, INC | 0089 | LAKEVIEW BALLFIELD 8-1/2 YRD | 0 | 00/00/0000 | 2,010.25 |
| | | Vendor Total: | | | <u>2,010.25</u> |
| MIDLAND EXTERIORS | 2547 | MARYSVILLE PUB LIBRARY - (3) MARVIN INFINITY WINDOWS | 0 | 00/00/0000 | 16,600.00 |
| | | Vendor Total: | | | <u>16,600.00</u> |
| MIKE'S O.K. TIRES | 2079 | TIRE REPAIR TRUCK #608 | 0 | 00/00/0000 | 494.00 |
| | | Vendor Total: | | | <u>494.00</u> |
| MILEAGE & MEAL REIMBURSEMENT | 2428 | REIMBURSE MILEAGE SWIM CERT MANHATTAN TO SALINA (402 MI) | 0 | 00/00/0000 | 539.40 |
| | | Vendor Total: | | | <u>539.40</u> |
| MUNICIPAL SUPPLY, INC | 579 | 4" FOSTER ADPT & VLV FITTING | 0 | 00/00/0000 | 944.00 |
| | | Vendor Total: | | | <u>944.00</u> |
| NATIONAL SIGN CO, INC | 1383 | NO RIGHT TURN SYMBOL (2) | 0 | 00/00/0000 | 147.99 |
| | | Vendor Total: | | | <u>147.99</u> |
| NET AT WORK LLC | 2223 | WATER TREATMENT COMPUTER ADM LAP TOP CHG;OUTLOOK CRED | 0 | 00/00/0000 | 536.25 |
| | | Vendor Total: | | | <u>536.25</u> |
| O'REILLY AUTOMOTIVE, INC | 2668 | #603 - SEALED BEAM #608 - HEPA FILTER; AIR FILTER | 0 | 00/00/0000 | 85.53 |
| | | Vendor Total: | | | <u>85.53</u> |
| PITNEY BOWES, INC | 0838 | POSTAGE METER RENT 02/10/26 TO 05/09/26 | 0 | 00/00/0000 | 142.86 |
| | | Vendor Total: | | | <u>142.86</u> |
| PRINTING SYSTEMS, INC | 0367 | UTILITY FORMS/UTILITY BILLS TYLER/FUND BAL - 10,000 | 0 | 00/00/0000 | 548.99 |
| | | Vendor Total: | | | <u>548.99</u> |
| QUILL CORPORATION | 0132 | FRAME HANG FOLDER 1 BX GY | 0 | 00/00/0000 | 119.96 |
| | | Vendor Total: | | | <u>119.96</u> |
| RIDENOUR, SUSAN | 3042 | 14 KENNELS | 55207 | 04/08/2026 | 5,500.00 H |
| | | Vendor Total: | | | <u>5,500.00</u> |
| ROSEBAUGH JANITORIAL SERVICE | 2043 | JANITORIAL SERVICES @ PD MARCH X 9 | 0 | 00/00/0000 | 675.00 |
| | | Vendor Total: | | | <u>675.00</u> |
| SALINA SUPPLY COMPANY | 0078 | FLUIDMASTER A/S B/COOK | 0 | 00/00/0000 | 59.31 |
| | | Vendor Total: | | | <u>59.31</u> |
| SPELLMEIER AUTOMOTIVE | 2988 | #5540 DUMP TRUCK; DRIVE SHAFT U-JOINTS;PROP SHAFT;MAN TRANS | 0 | 00/00/0000 | 2,897.62 |

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

Ord 3870 - March 13, 2026

Date: 04/09/2026
 Time: 4:08 pm
 Page: 4

City of Marysville

| Vendor Name | Vendor No. | Invoice Description | Check No. | Check Date | Check Amount |
|----------------------------|-----------------|---|-----------|-----------------------------|-------------------|
| | | | | Vendor Total: | <u>2,897.62</u> |
| SUPER WASH | 1375 | CAR WASH TOKENS - 40 | 0 | 00/00/0000 | <u>280.00</u> |
| | | | | Vendor Total: | <u>280.00</u> |
| TEMPS DISPOSAL SERVICE INC | 0012 | TRASH SERVICE - MARCH 03/01/26 - 03/31/26 | 0 | 00/00/0000 | <u>397.00</u> |
| | | | | Vendor Total: | <u>397.00</u> |
| TRACTOR SUPPLY CREDIT PLAN | 2907 | TOPLINK CAT;LYNCH PIN;FLY TRAP CABLE TIE;PAINTERS TOOLS;ETC | 55201 | 04/06/2026 | <u>234.98 H</u> |
| | | | | Vendor Total: | <u>234.98</u> |
| TRUCK REPAIR PLUS, INC. | 1715 | TRUCK #601 CLUTCH FAILURE/REPAIR | 0 | 00/00/0000 | <u>3,453.38</u> |
| | | | | Vendor Total: | <u>3,453.38</u> |
| UNITED PEST CONTROL, INC | 712 | ANNUAL TERMITE INSPECTION CITY HALL | 0 | 00/00/0000 | <u>265.00</u> |
| | | | | Vendor Total: | <u>265.00</u> |
| USA BLUEBOOK | 1681 | POLYPROP SHUT-OFF VALVE 3/8 TUBE VISE GRIP STYLE 1" TOOL | 0 | 00/00/0000 | <u>303.62</u> |
| | | | | Vendor Total: | <u>303.62</u> |
| VERIZON WIRELESS | 2146 | CELL PHONE;HOT SPOT; CAMERA TABLET;SER 02/21-03/20 | 55191 | 03/27/2026 | <u>896.81 H</u> |
| | | | | Vendor Total: | <u>896.81</u> |
| WAL-MART TREVIPAY | 1254 | GATORADE;BOUNTY;TRASH BGS; WATER;TOTES;CLEAN SUP | 0 | 00/00/0000 | <u>316.99</u> |
| | | | | Vendor Total: | <u>316.99</u> |
| WESTBROOK LAW OFFICE, LLC | 2948 | LEGAL SERVICES & MUNI COURT MARCH 2026 | 0 | 00/00/0000 | <u>3,345.00</u> |
| | | | | Vendor Total: | <u>3,345.00</u> |
| | | | | Grand Total: | <u>250,709.55</u> |
| | | | | Less Credit Memos: | <u>0.00</u> |
| | | | | Net Total: | <u>250,709.55</u> |
| | | | | Less Hand Check Total: | <u>85,137.41</u> |
| | | | | Outstanding Invoice Total : | <u>165,572.14</u> |
| | Total Invoices: | 94 | | | |



April 8, 2026

Dear Honorable Mayor and City Councilmembers,

Admin & Finance Committee Meeting Summary

April 7, 2026

Topic 1: Common Consumption Area Expansion

As presented at a previous Council meeting, the committee recommends expanding the common consumption area (see attached map). Signage for the expansion was discussed, including the use of traditional signs versus sidewalk stickers and the effectiveness of each.

Topic 2: Outdoor Dining

Two businesses within the common consumption area have expressed interest in temporary outdoor dining options that would not permanently occupy parking spaces. Concepts discussed included movable tables and chairs, as well as a mobile trailer for seating. Additional details and clarification are needed before moving forward.

Topic 3: Food Truck Tiered Pricing

The committee recommends proceeding with the proposed tiered pricing structure for food trucks.

Topic 4: Sign Permit Fees

The committee recommends approval of the proposed amendments to the signage fee schedule.

Topic 5: Animal Shelter

Hedstrom Hall was discussed as a potential location; however, sanitary sewer limitations present challenges. The committee also discussed the nature of the gifted property with the Hedstrom Hall advisory committee, as well as options for transporting animals to other shelters. Further discussion is needed.

Council Member Kyle Goracke, Ward 1
Administration and Finance Committee Chair