

AGENDA
REGULAR MEETING
July 28, 2025
7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. APPROVAL OF MINUTES – Regular Meeting: July 14, 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.

1. Marysville Library Report – Mandy Cook

Pages 7

2. Blue River Rail Trail - Shelby Temps—7th St Corridor

Pages 8

3. Historic UP Depot - Dave Lyhane— 7th St Corridor

Pages 9

3. NOTICES AND HEARINGS

4. BUSINESS AND DISCUSSION ITEMS

1. MAC Dog Swim September 1, 2025

Pages 10-13

2. Minnies Kitchen- Request for Sidewalk Exemption

Pages 14

3. Firework Request-Semper Fi Electric LLC

Pages 15

4. City-Library Agreement

Pages 16 - 18

5. Dust Control and Rock – 7th St Corridor – Home City Grain

Pages 19

6. Resolution No. 2025-11--Lease purchase 15th Street Storm Sewer

Pages 20 - 40

5. CONSENT AGENDA

1. One Marysville – Wayne Kruse-Alcohol Consumption

Pages 41

2. City Clerks Report –June 2025 correction

Pages 42 - 45

3. Revenue / Expense Report –June 2025 correction

Pages 46 - 47

Pages 48-51

6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3852

7. CITY ADMINISTRATOR REPORT

8. STANDING COMMITTEE REPORTS

9. APPOINTMENTS & WAGE DETERMINATION

1. **Zoning Board of Appeals** - Mary Kueney -- Reappointment for 3rd term, Jan 2025 – Dec 2027, Tony Duever - Appointment for 1st term, Aug 2025 – Dec 2027, Ty Warren - Appointment for 1st term, Aug 2025 – Dec 2027.

10. CITY ATTORNEY

11. EXECUTIVE SESSION

12. COUNCIL COMMENTS

13. ADJOURNMENT

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

Standing Committee Reports

1. Street Committee Meeting – 7th St Corridor

TABLED OR UNRESOLVED ITEMS

1. Animal Control – Cats
2. Odd / even parking snow removal.
3. Ord **** Standard Traffic Ordinance 2024
4. Ord **** Uniform Offence Code 2024
5. Demolition Review Downtown Marysville - Research
6. Lease Agreement OneMarysville 617 Broadway

Regular Meeting
City Hall, Marysville, Kansas-July 14, 2025

Members of the Governing Body of the City of Marysville were called to order in the regular session at 7:00 p.m. on the date and place noted above with Mayor 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: Snellings, Ferris, Behrens, Keating, Beikman, Throm, and Schrater. CM Goracke was absent. A quorum was present.

The minutes from the June 23 regular meeting were presented for approval. CM Throm moved; CM Schrater seconded to approve the minutes as presented. Motion carried by 7-0 voice vote.

The minutes from the July 8 special meeting were presented for approval. CM Behrens moved; CM Snellings seconded to approve the minutes as presented. Motion carried by 7-0 voice vote.

The minutes from the July 10 special meeting were presented for approval. CM Behrens moved; CM Snellings seconded to approve the minutes as presented. Motion carried by 7-0 voice vote.

PUBLIC COMMENTS:

NOTICES AND HEARINGS:

BUSINESS AND DISCUSSION ITEMS:

1. **PONY EXPRESS HALF MARATHON & 5K.** A request from St. Gregory's Catholic School & PTO for the 7th Annual Pony Express Half Marathon & 5K was presented. CM Throm moved; CM Schrater seconded to approve the resolution. Motion carried by a 7-0 voice vote.
2. **PONY EXPRESS 120 GRAVEL DASH.** A request from OneMarysville for the 12th Annual Pony Express 120 Gravel Dash was presented. The gravel dash will be September 5th & 6th this year. CM Keating moved; CM Schrater seconded to approve the request. Motion carried unanimously.
3. **NATIONAL NIGHT OUT.** Fernando Salcedo, Marysville Police Department Lieutenant, presented a request to close the park and allow free swimming at the pool for National Night Out on August 5th. CM Throm moved; CM Beikman seconded to approve the request. Motion carried unanimously.
4. **BACK TO SCHOOL NIGHT POOL PARTY.** Emily Rockwell, Youth Advisory Committee Chairperson, along with Courtney Porter, MAC Manager, presented a request to waive the fees for a back-to-school night pool party from 8:30 pm to 10:00 pm on August 14th. CM Schrater moved; CM Throm seconded to approve the request. Motion carried unanimously.
5. **MARYSVILLE AQUATIC CENTER TEEN NIGHT.** Emily Rockwell, Youth Advisory Committee Chairperson, along with Courtney Porter, MAC Manager, presented a request to allow Teen Night to be hosted for 9th through 12th grade students on Thursday nights. They also asked that the fees be waived for these nights. CM Schrater moved; CM Snelling seconded to approve the request. Motion carried unanimously.
6. **MIH GRANT AGREEMENT-KOESTER BLOCK COMMERCIAL PROPERTIES.** A MIH Grant Agreement for the Koester Block Commercial Properties project was presented. CM Throm moved; CM Schrate seconded to approve the agreement. Motion carried unanimously.

7. **NAME FOR PARK IN KOESTER BLOCK.** Mayor Frye presented a memo for consideration of officially naming the park in the Koester Block. Some names suggested were Koester Park, Koester Block Park, Rotary Park, Santa's Park, and Bankers Park. Council discussed having a contest or poll to allow citizens to give input on the name for the park. Further research and discussion will be done.
8. **7TH ST CORRIDOR REQUEST.** A request from Brian Wullschleger, Home City Grain, was presented to allow him to add rock and dust suppression to North 7th Street as needed. Home City Grain has leased land from Union Pacific on North 7th Street. Council discussed concerns with the added traffic, the need for stop signs, and if the Police Department would have any other concerns with this added traffic. Council consensus was to set up a Street Committee Meeting with Brian to discuss this further.
9. **RFP FOR ALLEY BY CITY HALL.** On the recommendation of the Street Committee an RFP was presented to replace the alley by City Hall between 7th & 8th Street. Staff will communicate with property owners along the alley to see if they would be interested in doing a cost share for this project. CM Behrens moved; CM Beikman seconded to approve the RFP to be sent out to solicit bids for the project. Motion carried unanimously.
10. **NOTICE OF REVENUE NEUTRAL RATE INTENT.** The Notice of Revenue Neutral Rate Intent was presented. This would allow the city to exceed the Revenue Neutral Rate with a proposed mil levy rate of 68.418 and set the Revenue Neutral Rate hearing for August 25th at 7:00 p.m. at 209 N 8th St. CM Behrens moved; CM Snelling seconded to approve the Notice of Revenue Neutral Rate Intent as presented and set the Revenue Neutral Rate hearing for August 25th at 7:00 p.m. at City Hall with the Budget Hearing to follow. Motion carried unanimously.
11. **SETTING BUDGET HEARING DATE.** CM Behrens moved; CM Snellings seconded to set the Budget Hearing for August 25th at 7:05 p.m. at City Hall. Motion carried unanimously.

CONSENT AGENDA. The Consent Agenda was presented for consideration. CM Throm moved; CM Snelling seconded to approve the Consent Agenda. Motion carried 7-0. Consent Agenda consisted of the following:

1. The City Clerk's Report for June was omitted from the agenda.
2. Cash balances in funds were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through June 2025 showed unadjusted accumulated revenues in the General Fund of \$1,058,916 or 31% of budget; Water Revenue Fund, \$38,656 or 3% of budget, Sewer Revenue Fund, \$36,832 or 3% of budget, Storm Water Revenue, \$0. The unadjusted statement of expenditures in the General Fund totaled \$273,948 or 8% of budget, Water Revenue Fund, \$52,145 or 4% of budget, and Sewer Revenue Fund, \$162,418 or 12% of budget, Storm Water Revenue, \$0.
3. The Municipal Judge's Report for June was omitted from the agenda.

APPROPRIATIONS ORDINANCE NO. 3851

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$191,443.18; Water Revenue Fund, \$27,336.30; Sewer Revenue Fund, \$63,486.87; Sewer Replacement Fund, \$3,051.50; Bond & Interest Account #1 Fund, \$125,887.50 Library Revolving Fund, \$14,060.52; Library Fund, \$75,583.72; Library Employee Benefit Fund, \$38,721.47; Swim Pool Sales Tax Fund, \$66,354.72; Koester Block Maintenance Fund, \$961.89; Employee Benefit

Fund, \$24,038.67; Transient Guest Tax, \$103.80; Sales Tax Improvement Fund, \$11,196.75 making a total of \$642,226.89.

2. An appropriations ordinance was introduced and considered to honor claims against the funds of the City as audited by the Finance Committee. CM Schrater moved; CM Throm seconded to approve the appropriations ordinance totaling \$642,226.89.
3. Motion to approve the appropriations ordinance carried by 7-0 roll call vote. City Clerk Ralph assigned Ordinance No. 3851.

STAFF REPORTS:

CITY ADMINISTRATOR:

1. **11TH ROAD PROJECT.** CA Haverkamp reported the 11th Road South project is approximately 33% complete.
2. **15TH STREET STORM SEWER PROJECT.** CA Haverkamp reported the preconstruction meeting for the 15th Street Storm Sewer Project is scheduled for this week.
3. **CHILDCARE.** CA Haverkamp reported there will be upcoming meetings on childcare.

STANDING COMMITTEE REPORTS:

1. **YOUTH ADVISORY COMMITTEE.** Mayor Frye reported that the Youth Advisory Committee met prior to this council meeting. They discussed their back-to-school night event, teen night at the aquatic center, and the possibility of assisting with a Rotary 5th Quarter after a football game. Mayor Frye also asked that council think of ideas or projects for the Youth Advisory Committee to take on. CM Snellings asked that the council be notified of when the Youth Advisory Committee's meetings would be.
2. **STREET COMMITTEE.** The Street Committee met to discuss the alley by City Hall and that RFP was discussed earlier in the council meeting.
3. **WATER/SEWER COMMITTEE.** The Water/Sewer Committee met to discuss the washouts at the lagoons and wetlands. An estimate from Ron Jueneman has not been received yet. They also discussed storm water issues.

APPOINTMENTS & WAGE DETERMINATION:

CITY ATTORNEY:

EXECUTIVE SESSION:

Mayor Frye asked if there was any need for an executive session. CM Beikman said he wanted to discuss a property easement. Mayor Frye said that can not be discussed in executive session. He said Steve O'Neal recently purchased land on 11th Terrace and has worked up the easement to farm. CM Beikman wondered if the easement could be ended before that property. Council consensus was to gather more information as to what kind of easement it is and bring this back to the next council meeting for consideration.

COUNCIL COMMENTS:

1. **CHILDCARE FUNDING.** CM Behrens read an announcement she saw online from Governor Kelly about funding childcare.
2. **11TH ROAD PROJECT TRAFFIC.** CM Keating said evening, late night, and weekend traffic through the 11th Road Project is getting out of hand. There have been ATVs and UTVs through

there and someone drove through R.J. Vogelsberg's yard. This is something that may need to be policed more.

3. **FIREWORKS.** CM Keating said he noticed a lot of fireworks were being shot off in the streets this year which is not legal. The public may need to be educated on that. Mayor Frye reminded citizens that the window for shooting off fireworks is over.
4. **YOUTH ADVISORY COMMITTEE.** CM Schrater said he has attended a couple of the Youth Advisory Committee meetings, and he is very impressed with how they are conducting their meetings. Mayor Frye wanted to give credit to city staff for guiding the Youth Advisory Committee members through the paperwork and procedures.

There being no further business, at 7:56 p.m. CM Behrens moved to adjourn; CM Schrater seconded. Motion carried unanimously.

Samantha J. Ralph
City Clerk



Marysville Public Library
1009 Broadway, Kansas
785-562-2491 | marysville.lib.ks.us

July 21, 2025

Dear Members of the Marysville City Council, City Administrator Josh Haverkamp, and Mayor Todd Frye,

Hello from the library! We are excited to bring you information about the great things happening at 1009 Broadway Street.

Our summer library program has officially wrapped up. Things have quieted down a bit, and while we're a little sad, we're also feeling grateful and energized! This summer, we had over 1,000 interactions through our *Color Our World* programs – a number we're proud of. As much as we loved the excitement, we're now shifting gears to prepare for a strong fall season.

We're already collaborating with several presenters for upcoming adult programs and are exploring a new partnership with our colleagues at the school library. And yes – we're planning to bring back our popular after-school programming four days a week! We're excited to remain a vibrant gathering place for kids in our community.

Even though our summer programs have ended, there are still plenty of fun activities happening! Reading logs for all age groups can be submitted until August 1. We also have a charming scavenger hunt involving local businesses, and a coloring contest just for our *Color Our World* participants. Stop by and take a look!

Attached to this letter is the updated City-Library Agreement. A few minor wording changes were presented to the Marysville Library Board in June, and the board has approved them. The agreement is now being sent to you for final approval. On behalf of the board, I want to thank you for your continued support and open communication. This agreement provides a strong foundation for our partnership, one that we believe will only grow stronger.

Finally, we're preparing to launch our strategic planning process. We would love to include a City Council member in one of our focus groups – your input would be invaluable. More details will follow soon.

Details for all our programs can be found on our website, and you can stay connected with us on Facebook and Instagram for updates. Thank you for your continued support. We look forward to seeing you at the library!

Sincerely,

Mandy Cook

Marysville Public Library Director

**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: Shelby Temps

Address: 1132 Keystone rd

Contact Number: [REDACTED]

Date to Appear before Council: 7/28/25

What Organization are you representing: Blue River Rail Trail

What are you requesting: I'd like to discuss the proposed use
of 7th street corridor for a grain truck route.

When will the event be held if applicable: _____

Where will the event be held if applicable: _____

[Signature]
Signature

7/22/25
Date

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

**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: Dave Lyhane

Address: 1077 Pony Express Hwy

Contact Number: [REDACTED]

Date to Appear before Council: 7.28.2025

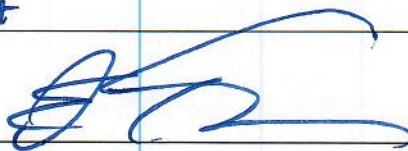
What Organization are you representing: Historic U.P. Depot

What are you requesting:

Discuss Options of the 7th Street Corridor, including
concerns with safety. ~~Small~~ Small & Dust would
also be a concern should HCG be allowed to use the
street.

When will the event be held if applicable: N/A

Where will the event be held if applicable: N/A


Signature

7.23.25
Date

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

Proposal for the 2nd Annual MAC Dog Swim

Marysville Aquatic Center End-of-Season Event

Date: July 21, 2025

Prepared by: Dr. Courtney D. Porter, Aquatic Center Operator

Subject: Proposal for the 2nd Annual “Doggie Dip” – End-of-Season Community Event

After the overwhelming success of our inaugural Doggie Dip, which welcomed over 40 dogs and their humans, we are excited to propose hosting the 2nd Annual Doggie Dip to celebrate the conclusion of the 2025 MAC season. This free swim event is designed to offer dogs a joyful opportunity to cool off, splash, and connect with their community—before we close the facility for the season.

Event Details

- Event Name: Doggie Dip: Paws and Play at the Pool
- Date: Monday, September 1st 2025
- Time: 8:00 AM – 10:00 AM
- Location: Marysville Aquatic Center
- Admission: Free
- Note: Absolutely no human swimming will be allowed. This event is dogs-only in the pool.

Event Description

The Doggie Dip offers a memorable and playful environment for dogs to swim and socialize in a clean, supervised, and enclosed aquatic space. Families can attend, but the pool is reserved exclusively for canine swimmers, promoting safety and compliance with health standards. This joyful community tradition builds on our mission of inclusion and creative recreational programming.

Safety Guidelines

- Dogs only in the water – no human swimming or wading allowed.
- No children under the age of 13 will be allowed to enter the pool during the event.
- Dogs must be friendly, healthy, and up-to-date on vaccinations.
- Dogs must enter on non-retractable leashes and may be unleashed once in the water.
- Each handler must be 13 years or older and may bring a maximum of two dogs.
- Dogs are restricted from deep ends and dive wells.
- All participants must sign a limited liability waiver prior to entry.

Operational Considerations

In collaboration with Tony Oller, Assistant Supervisor - Water Department, we've once again reviewed the pool system's capacity and confirmed that the skimmer system can handle the additional fur load without risk to equipment or filtration. As in 2024, a full sanitation and shutdown procedure will follow the event as we officially close the MAC for the year.

Marketing and Promotion

- Marysville City social media channels
- MAC Facebook page
- Press release to local newspapers and radio

Comparable Events

- Beatrice, NE
- Manhattan, KS
- Lincoln, NE
- Topeka, KS
- Seneca, KS

Conclusion

The 2nd Annual Doggie Dip is a free, safe, and community-driven way to close out a vibrant summer season. With last year's turnout and enthusiasm, we anticipate an even greater response in 2025. This event is a gift to the community—and a heartfelt sendoff to another successful season at the Marysville Aquatic Center.

We respectfully request your approval to host the Doggie Dip as our final event of the season and look forward to continuing our tradition of creative, inclusive, and joyful programming for the people (and pets) of Marysville.

With Gratitude,

Dr. Courtney D. Porter
Aquatic Center Operator
Marysville Aquatic Center
cporter@mccks.edu
785-713-1931

Limited Liability Waiver for the City of Marysville

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Event Name: 2nd Annual Doggie Dip: Paws and Play at the Pool

Event Date: Monday, September 1st, 2025

Event Time: 8:00 AM – 10:00 AM

Location: Marysville Aquatic Center

1. Acknowledgment and Assumption of Risk

I acknowledge that participation in the Doggie Dip event involves risks and dangers, including but not limited to:

- Injury to myself, my dog(s), or other participants
- Damage to or loss of personal property
- Exposure to potentially hazardous situations, such as slippery surfaces, dog interactions, and swimming environments

I voluntarily assume full responsibility for any risks, injuries, or damages, known or unknown, which I or my dog(s) may incur as a result of participating in this event, including any injuries or damages that may be caused by the negligence of the City of Marysville, its officers, employees, agents, or volunteers.

2. Waiver and Release of Liability

I, for myself, my heirs, personal representatives, and assigns, do hereby release, waive, discharge, and covenant not to sue the City of Marysville, its officers, employees, agents, or volunteers from any and all claims, demands, liabilities, causes of action, suits, or judgments of any kind, arising from injury, damage, or loss that I or my dog(s) may sustain as a result of participating in the Doggie Dip, including those caused by negligence.

3. Indemnity Agreement

I agree to indemnify and hold harmless the City of Marysville, its officers, employees, agents, and volunteers from any and all claims, liabilities, or judgments, including attorneys' fees, arising out of my or my dog(s)' participation in the event.

4. Medical Treatment

I consent to receive any medical treatment deemed advisable in the event of injury, accident, or illness during this event. I understand I am responsible for any associated costs.

5. Dog Participation Requirements

I certify that my dog(s):

- Are in good health and up-to-date on vaccinations
- Are not known to be aggressive or dangerous
- Will be on a standard, non-retractable leash at all times except when in the water
- Will be under the control of a handler aged 13 or older

I agree to remain responsible for the conduct and safety of my dog(s) at all times.

6. Use of Likeness

I grant permission to the City of Marysville to use photos or videos of myself and/or my dog(s) for promotional purposes without compensation or further approval.

7. Severability

If any part of this waiver is held invalid under law, the remainder shall remain enforceable.

8. Understanding and Acceptance

I have read and understood this waiver, fully accept its terms, and acknowledge that I am giving up substantial rights. I am signing freely and voluntarily.

Participant Information

Name: _____

Address: _____

Phone Number: _____

Email: _____

Dog(s) Name(s): _____

Signature: _____

Date: _____

Emergency Contact Information

Name: _____

Phone Number: _____



813 Broadway
Marysville, Kansas
785-562-8567

July 14, 2025

As a downtown business owner, I truly believe that my customers would enjoy sitting outside, in front of my building to enjoy their coffee and sweet treats. I would like to request permission from the City Council, to place a table and two chairs in front of my building during the day. The table is small 3'x3' (approximately) and is very aesthetically pleasing. It will not impede the traffic flow on the sidewalk and will be placed inside each night.

The table and chairs will be placed in front of the west window in front of Minnie's Kitchen at 813 Broadway. They will be in place from now until early fall and then put in storage until next spring.

Thank you for your consideration of this matter.

A handwritten signature in black ink, reading "Joni S. Spellmeier". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Joni Spellmeier
c/o Minnie's Kitchen LLC
813 Broadway
Marysville, KS 66508

Fireworks shooting for customer appreciation party

From SEMPER FI ELECTRIC <semperfielectric03@gmail.com>

Date Thu 7/24/2025 6:37 AM

To cityclk@bluevalley.net <cityclk@bluevalley.net>

I am requesting the ability to shoot fireworks on the 9th of AUG at city park by the lake at 10:00 pm it will be about a 10-20 min show. All in the city who wish to view may enjoy as well. We will have to block off the Lake Road access for safety during this time. Thank you for your time and consideration. I have asked my neighbors and they are ok with this.

Kris Schrater
SEMPER FI ELECTRIC

It is LIBRARY AGREEMENT

This LIBRARY AGREEMENT is made and entered on this ____ day of _____ 20____ (“Effective Date”) between MARYSVILLE LIBRARY BOARD OF DIRECTORS (“Library”) and the CITY OF MARYSVILLE, KANSAS, a Kansas municipal corporation, (“City”) with respect to the fact and objectives set forth below,

RECITALS

- A. The City and Library seek to continue the current partnership by providing terms specifying arrangements with which the existing building shall be operated as a library for the citizens of Marysville.
- B. The City Council and the Marysville Public Library Board of Directors recognize the importance of libraries to the prosperity of communities.

NOW, THEREFORE, in accordance of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to the following terms and conditions:

- 1. Library Usage. The City hereby agrees to allow the Library to use the building and adjacent property located at 1009 Broadway Street, Marysville, Kansas (“Site”) as a public Library by the Marysville Public Library Board for the operation of the Marysville Public Library.
- 2. Utility Services. The Library agrees that all costs related to any utility services will be at the sole expense of the Library, located at the Site.
- 3. Inside Building Maintenance Responsibilities. The Library agrees to be wholly responsible for routine maintenance needs of the Library that include the inside of the building, including without limitation, repair, maintenance, and replacement of the furnace and related components of the heating system located inside the building.
- 4. Outside Building Maintenance Responsibilities. The City agrees to be wholly responsible for routine maintenance needs of the Library that include the outside of the building, including without limitation, repair, maintenance, and replacement of the air conditioning condenser units and related components of the cooling system located outside of the building.

5. Landscaping and Grounds Maintenance. The Library shall be allowed to provide landscaping in the immediate areas around the Library, provided such landscaping does not diminish the usability of the Library and are wholly maintained and expensed by the Library. The City agrees to provide snow and ice removal, tree and bush trimming, and leaf removal in the immediate areas adjacent to the Library. The City agrees that any routine maintenance by the City on Library grounds shall be at the sole expense of the City.
6. Roof Inspection. The City will check the status of the roof on the Library every year and will report to the Library Director if further inspection should need to occur. If repair/replacement of the roof becomes necessary, the City and the Library will discuss options of sharing cost.
7. Holiday Lights Inspection. The City will check the status of the holiday lights on the Library every year and will report to the Library Director if there are issues. If repair/replacement of the holiday lights become necessary, the Library agrees to be wholly responsible for the cost. The roof and holiday lights inspection can be done at the same time.
8. Rules and Regulations. The City agrees that the Library is to be governed by rules and regulations that shall be established by the Library Board of Directors and may from time to time be amended.
9. Insurance. The Library agrees to insure all contents of the Library as part of the City's general liability insurance policy. The City shall insure, in its general liability insurance, the building and surrounding grounds. The Library may request proof of insurance at any time during the term of this Agreement.
10. Fire and Alarm. The Library agrees to pay their portion of the Air and Fire System inspection cost, given to them by the City. The Library agrees to pay for a fire and burglar alarm service as specified by the International Building and Fire Codes adopted by the City.
11. Equal Opportunity Provisions. The Library agrees to operate the Library in a manner consistent with Equal Opportunity provisions and the Americans with Disabilities Act. No person, organization, agency, or otherwise shall be prevented from using the Site with regard to race, political opinion, religion, national origin or ancestry, disability, age, gender, gender identity, gender expression, sexual orientation or status as a veteran.
12. Items of Conflict. If the City Manager or Library Director, acting on behalf of the Library Board, determines that a significant issue with regard to the application of

this Agreement exists, the City Manager shall report such issues to the City Council and the Library Director to the Library Board. The City Manager and Library Director shall negotiate in good faith to develop a plan for resolving said issues within the scope of this Agreement. Such issues shall be addressed within a mutually agreeable schedule. Issues not resolved within the established schedule shall be decided by a joint meeting of the City Council and the Library Board of Directors.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or representatives in multiple counterpart copies, each of which shall be deemed an original but constitute one and the same instrument, effected as of the date set forth above, and reviewed on an annual basis.

ORIGINALLY ADOPTED BY THE CITY COUNCIL AND THE CITY OF MARYSVILLE, KANSAS ON THE 29TH DAY OF SEPTEMBER, 2023.

RECERTIFIED ON THE _____ DAY OF 20____ BY THE SIGNEES BELOW.

CITY OF MARYSVILLE, KANSAS

Signed by:

Todd Frye, Mayor

Attested by:

Sammy Ralph, City Clerk

MARYSVILLE LIBRARY BOARD OF DIRECTORS

Ross Wright, Library Board President

HOME CITY GRAIN, INC.

208 2ND ST
HOME, KS 66438
(785) 799-3326



214 W. 7TH ST
FALLS CITY, NE 68355
(402) 245-5373

To whom it may concern,

Home City Grain has recently leased some property from the Union Pacific. Home City Grain will be having trucks in and out periodically and request permission to add rock and any dust suppression at any point in time to the road leading to Home City Grain's lease as needed.

Thank you,

Brian Wullschleger
Home City Grain
208 2nd St.
Home, Ks 66438

RESOLUTION NO. 2025-11

A RESOLUTION DETERMINING THE ADVISABILITY OF FINANCING THE ACQUISITION OF A 2025 STORM SEWER PROJECT FOR USE BY THE CITY AND APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT, WHEREBY THE CITY SHALL LEASE SAID EQUIPMENT(PROJECT) UPON TERMS AND CONDITIONS SET FORTH THEREIN.

WHEREAS, The City of Marysville, Kansas (the “City”) has considered the need of the City to acquire and purchase a certain 2025 Storm Sewer Project known as CES Proj. No.:243527.02 for use by the City (the “Equipment/Project”), and have found and determined that the acquisition of the Equipment/Project is in the public interest; and

WHEREAS, the City of Marysville, Kansas has considered various means of financing the acquisition of the Equipment, and has found and determined that it would be in the public interest to acquire the Equipment/Project through the execution and delivery of a Lease Purchase Agreement; and

WHEREAS, pursuant to K.S.A. 19-101 K.S.A. and K.S.A. 10-1116b and 10-1116c, the City has legal authority to authorize the acquisition of the Equipment/Project through the execution and delivery of a Lease Purchase Agreement as hereinafter described; and

WHEREAS, it has been determined to be in the public interest and in the exercise of the City’s governmental powers and purposes for the City to enter into a Lease Purchase Agreement, dated as of July 28, 2025, (the “Lease”), whereby the City shall lease the Equipment/Project described therein from Citizens State Bank of Marysville, Kansas, (the “Bank”) for lease rental payments according to the payment schedule attached to the Lease; and

WHEREAS, it has been determined that the City has authority to enter into the Lease without publishing notice of its intent to do so pursuant to K.S.A. 10-1116c because of the nature of the property/project to be leased and the rentals to be paid.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARYSVILLE, KANSAS:

SECTION 1. The Council hereby determines that a need exists for the Equipment/Project and deems it advisable for the City to enter into a Lease Purchase Agreement to provide for the costs of acquiring the equipment/Project in an amount not to exceed \$1,256,000.00.

SECTION 2. It is hereby deemed necessary that the City enter into a Lease Purchase Agreement to provide for the acquisition of the Equipment/Project and related financing costs.

SECTION 3. The Lease between the Bank, as Lessor, and the City, as Lessee, is hereby authorized and approved in the form as presented this date to the Council of City of Marysville and the Mayor and City Clerk are hereby authorized to execute the Lease

and any such ancillary certificates and documents as are necessary to accomplish the purposes set forth herein and in the Lease on behalf of the City.

SECTION 4. It is understood and intended that the obligation of the City to pay rental payments under the Lease shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of applicable constitutional and statutory debt limitations, nor shall any obligation created thereby constitute a pledge of the general tax revenues, funds or moneys of the City. The City is obligated only to pay Base Rental Payments under the Lease as may lawfully be made from (i) funds budgeted and appropriated for that purpose during the City's current budget year or (ii) funds made available from any lawfully operated revenue producing source.

SECTION 5. This Resolution shall constitute a Declaration of Official Intent under applicable U.S. Treasury Regulations. The passage of this Resolution is consistent with the budgetary and financial circumstances of the City. This Resolution, the Lease Agreement and any such ancillary certificates and documents shall be placed in the official records of the City after adoption by the Board of Council of the City of Marysville.

SECTION 6. The City will comply with the applicable provisions of the Internal Revenue Code of 1986 relating to the exclusion from gross income for federal income tax purposes for the interest payable pursuant to the Lease and will take such action as may be necessary to comply with said Code to preserve the tax-exempt status of the interest component of rental payments under the Lease to the extent any such actions can be taken by the Council. The Lease is hereby designated as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986. The City hereby represents that the reasonably anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the County during the current calendar year does not exceed \$10,000,000.00.

Approved by Council of City of Marysville, Kansas on July 28, 2025.

Todd Frye, Mayor

ATTEST:

Samantha Ralph, City Clerk

PROJECT AND EQUIPMENT LEASE/PURCHASE AGREEMENT

This lease/purchase agreement made and entered into this 28th day of July, 2025, by and between **CITIZENS STATE BANK of Marysville, Kansas**, hereinafter referred to as “Lessor” and **CITY OF MARYSVILLE, MARSHALL COUNTY, KS, MARYSVILLE, KANSAS** hereinafter referred to as “Lessee”.

In consideration of the mutual covenants hereinafter contained, the parties agree that Lessee shall lease from Lessor the following described property, designated as the “equipment”:

**ASSETS/COLLATERAL TO BE LEASED FOR THE CITY OF
MARYSVILLE STORM WATER SEWER PROJECT 2025
KNOWN AS CES PROJ. NO.: 243527.02**

**SPECIFICATIONS (LISTED BELOW), BASIC MECHANICAL
MATERIALS AND METHODS, INSTALLATION OF ALL
EQUIPMENT IN STRICT ACCORDANCE WITH THE
RECOMMENDATIONS, INCLUDING LOCAL, STATE AND
FEDERAL CODE REQUIREMENTS.**

STORM SEWER

**Storm Sewer 36” 530 LNFT Storm Sewer 15” 144 LNFT
Concrete Manhole 3 EA Inlet Manhole 3 EA Driveway Inlet 2 EA
4” Pipe Under drain 50 LNFT Curb Inlet 2 EA**

ROAD RECONSTRUCTION

**7” Aggregate Base 700 SQYD 7” Asphaltic Pavement 500 TN 8”
Concrete Pavement 233 SQYD Curb & Gutter 595 LNFT Milling**

**140 SQYD Sidewalk Construction 270 SQYD Reinforcing Steel
200 LB Sidewalk Ramp 100 SQYD Concrete Driveway 108 CUYD
Reconstruction Sanitary Manhole 1 EA**

subject to the terms and conditions set forth herein. The agreement is made upon the following terms and conditions:

1. **RENTAL.** Lessor and Lessee understand and intend that the obligation of Lessee to pay rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or monies of Lessee. Lessee shall pay rent exclusively from legally available funds, in the amount set forth both above and on the rent due date set forth in the schedule of payments hereto attached, by mailing the same to Lessor at the following business address: Citizens State Bank, 800 Broadway, Marysville, Kansas 66508. As set forth in the schedule of payments, a portion of each rent payment is paid as, and represents payment of, interest, and a balance of each rent payment is paid as, and represents payment of principal. The obligation of Lessee to make payment of rent, and to perform and observe the agreements contained in the agreement, shall be absolutely unconditional in all events, except as expressly provided herein. Notwithstanding any dispute between Lessee, Lessor, and any other person, Lessee shall make all rent payments

when due and shall not withhold any rent payments pending final resolution of any dispute, nor shall Lessee assert any right of setoff or counterclaim against its obligation to make such payments required under this agreement.

2. LEASE TERM.

- (a) Commencement of Lease Term. The lease term shall commence on the date of which the equipment is accepted by Lessee as indicated by a Certificate of Acceptance, a copy of which shall be attached hereto (the commencement date), and shall terminate on the last business day twelve months later.
- (b) Renewal of Lease Term. The original term will be automatically and successively renewed at the end of the original term for nine additional successive terms of twelve months. The renewal period is hereinafter referred to as “Renewal Term” and all renewal terms, together with the original term, are hereinafter referred to as the “Lease Term”. Notwithstanding the foregoing, in all events the lease term shall not exceed the full lease term as specified above. The terms applicable to any renewal term shall be the same as the terms applicable to the original term.
- (c) Termination of Lease Term. The lease term shall terminate upon the earliest to occur of any of the following events: (1) the expiration of the original term or any renewal term and the non-renewal thereof in accordance with the terms of this agreement; (2) the purchase of the equipment by Lessee pursuant to the terms of this agreement; (3) a default by Lessee and Lessor’s election to terminate this agreement; or (4) the payment by Lessee of all rentals authorized or required to be paid by Lessee hereunder.

(d) Continuation of Lease Term by Lessee. Lessee intends to continue the lease term through the original term and all renewal terms for the full lease term and to pay the rent hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all rent for the full lease term can be obtained. Lessee further intends and covenants to do all things lawfully within its power to obtain and maintain funds from which the rent may be paid, including making provisions for such rent to the extent necessary in each budget submitted and adopted in accordance with law, to use its bona fide best efforts to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

(e) Nonappropriation. In the event sufficient funds are not appropriated for the payment of the rent required to be paid in the next succeeding renewal term and Lessee has no funds legally available for rent from other sources, then Lessee may terminate this agreement at the end of the original term or the then current renewal term, as the case may be, and Lessee shall not be obligated to make payment of the rent beyond the then current term. Lessee agrees to deliver notice to Lessor of such termination at least thirty days prior to the end of the then current term. If this agreement is terminated under this sub-part, Lessee agrees, at Lessee's cost and expense, peaceably to deliver the project assets and equipment to Lessor at Lessor's address in Marysville, Kansas. To the extent lawful, Lessee covenants that it will not, until the date on which the next succeeding renewal term would have ended, expend or commit any funds

for the purchase or use of equipment to be used for the same purpose as, or a purpose functionally equivalent to, the equipment. Notwithstanding anything in this agreement to the contrary, the provisions of this sub-part shall survive termination of this agreement.

- (f) It is mutually agreed by the parties hereto that Lessee can pre-pay any or all of the agreed upon rental at any time during the term of either the original lease or any renewal thereof.
- (g) At the end of the final renewal term as hereinbefore set forth, Lessee shall have the option of paying the total unpaid rental in one lump sum or the option to renew this lease with Lessor on terms equivalent to those contained herein.

3. REPRESENTATIONS AND COVENANTS OF LESSEE. Lessee represents, covenants and warrants to Lessor as follows:

- (a) Lessee is an entity described in Section 103(a) (1) of the Internal Revenue Code of 1986, as amended; and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such an entity.
- (b) The execution and delivery of this agreement by Lessee and the performance of obligations hereunder is authorized under the Constitution and laws of the State of Kansas (the "State"), and has been duly authorized by resolution of the governing body of Lessee (a certified copy of which shall be attached hereto); and Lessee has obtained such other approvals as are necessary to consummate this agreement. All requirements have been met, and procedures have occurred, necessary to insure the enforceability of this agreement against Lessee, and Lessee has complied with such public bidding requirements as

may be applicable to this agreement and the acquisition by Lessee of the equipment hereunder. Lessee shall cause to be executed and provided to Lessor an opinion, if required, of its counsel as to such matters as reasonably may be requested by Lessor, in form and substance satisfactory to Lessor.

- (c) Lessee has determined that a present need exists for the equipment which need is not temporary or expected to diminish in the foreseeable future. The equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity.
 - (d) Lessee will annually, upon request, provide Lessor with a letter from the District's accountant stating that funds have been appropriated in the District's annual budget to continue this lease for the next renewal term.
 - (e) The equipment is, and shall remain, personal property, and when subject to use by Lessee under this agreement will not be or become a fixture.
 - (f) Lessee hereby designates the agreement to be a "Qualified Tax Exempt Obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986. The aggregate face amount of all tax-exempt obligations issued by the lessee and all subordinate entities thereof during the issuance year will not exceed Ten Million (\$10,000,000) Dollars.
4. **TITLE TO EQUIPMENT/SECURITY INTEREST.** During the term of this agreement, title to the improvements and equipment shall vest in Lessee, subject to the rights of Lessor hereunder. In the event of default, as set forth

herein or nonappropriation as set forth herein, title to the equipment and assets associated with the project shall immediately vest in Lessor and Lessee will surrender possession of the equipment to Lessor as required by the terms of this agreement.

To secure the prompt payment and performance as and when due of all of Lessee's obligations hereunder, and all other obligations of Lessee to Lessor, both now in existence and hereinafter created, Lessee hereby grants to Lessor a first security interest in the equipment and all replacements, substitutions and alternatives therefore and thereof and accessions thereto and all proceeds (cash and non-cash), including the proceeds of all insurance policies thereof. Lessee agrees that with respect to the equipment Lessee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State of Kansas. Lessee may not dispose of any of the equipment without the prior written consent of Lessor, notwithstanding the fact that proceeds constitute part of the equipment.

5. **USE AND MAINTENANCE.** Lessee shall use project and equipment in a manner consistent with the requirements of all applicable insurance policies and will not change the location of any equipment as specified by the acceptance of the equipment by Lessee and designation of the location thereof, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall not attach equipment to any other item of equipment in such manner that equipment may be deemed to have become an accession to or a part of such other item of equipment. Lessee, at its own

expense, will maintain the equipment in as good operating condition as when delivered to Lessee hereunder, ordinary wear and tear resulting from proper use thereof alone excepted, and will make all repairs reasonably necessary for such purpose. In addition, if any component of the equipment is beyond repair, Lessee at its own expense, will within a reasonable time replace such component, by replacement components which are free and clear of all liens or right of others and have a value and utility at least equal to the components replaced. All components which are attached to the equipment which are essential to the operation of the equipment or which cannot be detached from the equipment without materially interfering with the operation of the equipment or adversely affecting the value and utility which the equipment would have had without the addition thereof, shall immediately be deemed incorporated in the equipment and subject to the terms hereof as if originally leased hereunder, and subject to the security interest of Lessor and the equipment. Lessee shall not make any material alterations to the equipment without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Upon reasonable advance notice, Lessor shall have the right to inspect the equipment and all maintenance records with respect thereto, if any, at any reasonable time during normal business hours.

6. **FEES; TAXES; OTHER GOVERNMENTAL AND UTILITY CHARGES.** Lessee agrees to indemnify Lessor against all titling, recordation, documentary stamp and other fees arising at any time prior to or during the lease term, upon or relating to the equipment or this agreement. The parties

contemplate that the equipment will be used for a governmental purpose of Lessee and that the equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the equipment is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee will pay as they come due all taxes and governmental charges of any kind that may be assessed or levied against the equipment, as well as all utility and other charges incurred in the operation, maintenance and use of the equipment.

7. **INSURANCE.** At its own expense, Lessee shall keep the equipment insured against loss due to fire and the risks normally included in extended coverage, malicious mischief, vandalism and collision, for not less than the full insurable value of the equipment; and Lessee shall also carry automobile liability insurance, including bodily injury liability and property damage liability with a single limit of not less than \$1,000,000.00 per occurrence. As used herein, "Full Insurable Value" means the full replacement value of the equipment or the then applicable purchase price designated as such on the schedule of payments, whichever is greater. All insurance shall be in form and amount and with companies reasonably satisfactory to Lessor. All insurance for loss or damage shall provide that losses shall be payable to Lessor and Lessee jointly. Lessor shall be named as an additional insured with respect to such liability insurance. Lessee shall pay the premiums and deliver to Lessor Evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement furnished to Lessor, that (a) it will give Lessor thirty days prior

written notice of the effective date of any material alteration or cancellation of such policy; and (b) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy. If Lessee insures similar properties against casualty loss by self-insurance, Lessee may satisfy its obligations with respect to casualty insurance hereunder by self-insurance with respect to the full insurable value of the equipment by means of an adequate insurance fund. Lessee shall carry worker's compensation insurance covering all employees working on, in, near or about the equipment, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, or near or about the equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverage throughout the lease term. The net proceeds of the insurance required hereby shall be applied as provided in Section 8. As used herein "Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deduction of all expenses (including attorney's fees) incurred in the collection of such claim or award.

8. **DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS.** If prior to the termination of the lease term (a) the equipment is damaged in whole or in part by casualty; or (b) title to, or the temporary use of, the equipment of the estate of Lessee or Lessor in the equipment shall be taken under the exercise of the power of eminent domain by any governmental body

or by any person acting under governmental authority; Lessee and Lessor will cause the net proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations as follows. Provided the equipment is not deemed to be a total loss, Lessee shall, at its expense (subject to application of the net proceeds), cause the repair or replacement of the equipment. In the event of total destruction of the equipment, Lessee shall pay to Lessor on the rent due date (as set forth on the schedule of payments) next succeeding the date of such loss the amount of the purchase price applicable to such rent due date, plus rent due on such date, plus any other amounts then payable by Lessee hereunder. Upon such payment, the lease term shall terminate, any security interest of Lessor in the equipment shall terminate, and Lessee will acquire unencumbered title to the equipment as provided in Section 10. If Lessee is not then in default hereunder, any portion of the net proceeds in excess of the amount required to pay in full Lessee's obligations as set forth in the Section shall be for the account of the Lessee. Lessee agrees that if the net proceeds are insufficient to pay in full Lessee's obligation as set forth in this Section, Lessee shall make such payments to the extent of any deficiency.

9. **WARRANTY.** Lessor agrees to provide Lessee with the manufacturer's warranty covering the equipment. Lessor makes no other warranty, express or implied, regarding the equipment and its fitness for any particular purchase.

10. **PURCHASE OF EQUIPMENT BY LESSEE.** Provided that Lessee is not then in default under this agreement any security interest of Lessor in the equipment will be terminated, this agreement will terminate and Lessee will

acquire title to the project and equipment free and clear of all liens created by, or arising through or under, Lessor: (a) at the end of the full lease term, upon payment in full of all rent and other amounts payable by Lessee hereunder for the full lease term; or (b) upon pre-payment of the total amount due by Lessee to Lessor.

11. ASSIGNMENT. This agreement may not be assigned by either party without written approval of the remaining party.

12. EVENTS OF DEFAULT AND REMEDIES.

(a) Events of Default. The following shall be “Events of Default” under this agreement and the term “Default” shall mean any one or more of the following events: (1) failure by Lessee to pay any rent or other payment required to be paid hereunder at the time specified herein; or (2) failure by Lessee to observe and perform any other agreement on its part to be observed or of such time prior to its expiration; or (3) any statement contained herein or furnished with respect thereto by or on behalf of Lessee proving to have been false in any material respect at the time as of which the facts of filing by Lessee of any petition or answer seeking reorganization, arrangement composition, readjustment, liquidation, moratorium or similar relief under any existing or future bankruptcy, insolvency, or other similar insolvency or other similar laws shall be filed and not withdrawn or dismissed within sixty days thereafter.

(b) Remedies on Default. Whenever any event of default shall have occurred and be continuing, Lessor shall have the right, at its sole option after making

further ten day demand and notice, to exercise any one or more of the following remedies: (1) with or without terminating this agreement, retake possession of the project and equipment and dispose of the project assets and equipment for the account of Lessee, with the net amount of all proceeds received by Lessor to be applied to Lessee's obligations hereunder, holding Lessee liable for the excess (if any) of (i) the rent payable to Lessee hereunder to the end of the original term or then current renewal term whichever is applicable, and any other amounts then payable by Lessee hereunder, including but not limited to attorney's fees, expenses and costs or repossession, over (ii) the net proceeds received in connection with the disposition of the equipment; provided that the excess of the amounts referred to in clause (ii) over the then applicable purchase price and amounts referred to in clause (I) shall be paid to Lessee; (2) require Lessee at Lessee's risk and expense promptly to return the equipment in the manner and in the condition set forth in Sections 2(e) and 5; (3) if Lessor is unable to repossess the equipment for any reason, the equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Section 8; and (4) exercise any other right or remedy which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of this agreement or to recover damages for the breach of this agreement as to any or all of the equipment. In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, incurred by Lessor

with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

- (c) No Remedy Exclusive. No remedy available to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right accruing upon any default shall impair any such right or shall be constructed to be a waiver thereof, but any such right might be exercised from time to time and as often as may be deemed expedient.

13. TAX ASSUMPTION; COVENANTS. The parties assume that Lessor can exclude from Federal gross income the interest portion of each lease payment set forth in the amortization schedule under the column captioned "Payment on Interest".

Lessee covenants that it will (i) register this lease and transfers thereof in accordance with section 149(a) of the Code and the regulations thereunder, (ii) timely file a statement with respect to this lease in the required form in accordance with section 149(e) of the Code, (iii) not permit the property financed by this lease to be directly or indirectly used for a private business use within the meaning of section 141 of the Code, (iv) not take any action which results, directly or indirectly, in the interest portion of any lease payment not being excludable from Federal gross income pursuant to section 103 of the Code and will take any reasonable action necessary to prevent such result, and (v) not take any action with results in this lease becoming and will

take any reasonable action to prevent this lease from becoming (a) an
arbitrage obligation within the meaning of section 148 of the Code or (b)
federally guaranteed within the meaning of section 149 of the Code.

Notwithstanding the earlier termination or expiration of this lease, the
obligations provided for in this Section 13 shall survive such earlier
termination or expiration.

14. **MISCELLANEOUS.**

- (a) Notices. All notices (excluding billings and communications in the ordinary
course of business) hereunder shall be in writing, sent by certified mail,
return receipts requested, addressed to the parties at their addresses as shown:

<u>LESSOR</u>	<u>LESSEE</u>
CITIZENS STATE BANK 800 BROADWAY MARYSVILLE, KS 66508	CITY OF MARYSVILLE COUNTY OF MARSHALL 209 N 8 TH ST, MARYSVILLE, KS. 66508

- (b) Binding Effect. This agreement shall inure to the benefit of and shall be
binding upon Lessor and Lessee and their respective successors.
- (c) Applicable Law. This agreement shall be governed by and construed in
accordance with the laws of the State of Kansas.
- (d) Entire Agreement Severability. This agreement constitutes the entire
agreement between Lessor and Lessee. Now waiver, consent, modification
or change of terms of this agreement shall bind either party unless in writing
signed by both parties, and then such waiver, consent, modification or change
shall be effective only in the specific instance and for the specific purpose
given. There are no understandings not specified herein regarding this

agreement or the project and equipment leased hereunder. Any provision of this agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

- (e) Lessor's Right to Perform for Lessee. If Lessee fails to perform or comply with any of its agreements contained herein, Lessor shall have the right, but shall not be obligated to effect such performance or compliance, and the amount of any out-of-pocket expenses and other reasonable expenses of Lessor incurred in connection with the performance of or compliance with such agreement.

Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to execute, endorse and deliver any instrument as may be required to vest in Lessor any right, title or power which by the terms hereof are expressed to be conferred upon Lessor, including without limitation. (1) At such time of default or nonappropriation or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's name, to endorse the name of Lessee upon any bill of sale, document or instruments relating to

the equipment in order to vest title in Lessor and transfer possession to Lessor.

15. FUNDING OF LEASE/PURCHASE

It is agreed by all parties of this contract that this Lease/purchase agreement will be funded on a Closed End Line of Credit. This Line of Credit evidences the intent of the Lessor to fund this project as associated costs of the project are incurred. Advances must be requested in writing along with invoices for the project. All Communications will flow through the Citizens State Bank of Marysville, 800 Broadway, Marysville, Ks office. All advances will be authorized through the Marysville, Ks City Council and said City Council will authorize the Marysville City Administrator to request advances with appropriate documentation. Accruals of this lease/purchase will apply only to the amount advanced. Lessor will have no obligation to advance funds under this Lease/Purchase Agreement if: A) Lessee is in default under any of the terms of this contract. B) Lessee ceases to operate or is deemed insolvent. C) The Lessee attempts to limit, modify or revoke terms of this lease/purchase agreement. D) Lessee has applied funds provided pursuant to this Lease/purchase agreement for purposes other than those authorized by the Lessor and this Lease/Purchase Agreement.

16. SUCCESSOR INTERESTS.

The terms of the Lease/Purchase Agreement shall be binding upon the Lessee, and upon any Lessee Successors and Assigns, and shall inure to the benefit of the Lessor and its successors and assigns.

IN WITNESS WHEREOF, Lessee has caused this lease to be duly executed
under seal.

CERTIFICATE OF ACCEPTANCE 7/28/2025

CITY OF MARYSVILLE, COUNTY OF MARSHALL, KANSAS

LESSEE

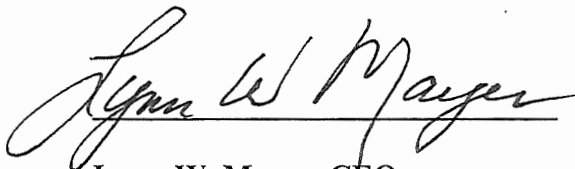
by: Todd Frye, CITY OF MARYSVILLE MAYOR

attest:

By: Samantha Ralph, City Clerk

Accepted this 28th day of July, 2025

Citizens State Bank of Marysville, KS LESSOR

A handwritten signature in black ink, reading "Lynn W. Mayer", is written over a horizontal line.

Lynn W. Mayer, CEO

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

Full Name (Responsible Party):

Kruse Wayne Allen
Last First Middle

Address: One Marysville
417 Broadway
Marysville, KS 66508

Home Phone #: 785-713-9806 Work/Cell Phone #: 785-562-3101

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

One Marysville

DATE OF EVENT:

LOCATION:

August 8, 2025 parking lot behind Spellmaier
5-11 p.m. Automotive / area by

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

Squirrels Just Wanna Have Fun

I, Wayne A. Kruse, do hereby authorize a review and full disclosure of all records concerning myself to any duly authorized agent of the City of Marysville, whether the said records are public, private or confidential nature. The intent of this authorization is to give my full and complete disclosure of the records of educational institutions, employment, and pre-employment records including background reports, efficient ratings, complaints, or grievances filed by or against me and the records and recollections of attorneys, or of other counsel whether representing me or another person in any case, either criminal or civil in which I presently have, or had an interest. I understand that any information obtained by a personal history background investigation which is developed directly or indirectly, in whole or in part, upon this released authorization will be consideration for determining suitability of this application by the City of Marysville. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from all liability which may be incurred as a result of furnishing such information. A photocopy of this release will be valid as an original thereof, even though the said photocopy does not contain an original writing of my signature.

Wayne A. Kruse
Signature of Responsible Party

July 16, 2025
Date

APPROVED BY COUNCIL THIS _____ DAY OF _____, 20__.

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

Please Attach A Copy Of A Valid Driver's License Or Identification Card

BALANCE IN FUNDS AS OF JUNE 2025

General	1,495,782.21	Cemetery Endowment	37,481.62
Water Revenue	479,735.96	Library Revolving	23,486.87
Sewage Revenue	501,412.73	Library	75,583.72
Storm Water Sewer Revenue	86,560.04	Library Employee Benefit	38,721.47
Street & Highway	142,744.75	Swimming Pool Sales Tax	2,236,755.62
Airport Revolving	42,980.20	Special Law Enforcement	14,777.78
Sewer Replacement	563,567.65	Special Parks & Recreation	77,074.51
Bond & Interest	67,688.41	Koester Block Maintenance	6,079.57
Bond & Interest #1	177,699.62	Employee Benefit	401,965.59
Bond & Interest #1A	145,220.05	Transient Guest Tax	134,321.74
Special Improvements	-	Mun. Equip Reserve	376,751.22
Industrial	207,380.45	Capital Improvements	56,627.50
Economic Development	69,642.40	Sales Tax Improvements Fund	1,613,995.77
Fire Equipment Reserve	376,913.95	Water Utility Reserve	630,478.36
Fire Insurance Proceeds	-		\$ 10,081,429.76

Bonds of City Outstanding	\$ 860,000.00	
Revolving Loans	\$ 2,967,806.02	
Water Collection - JUNE	\$ 92,447.43	
Sewage Collection - JUNE	\$ 80,583.58	
Storm Water Collection - JUNE	\$ 17,135.72	\$190,166.73
Investment of Idle Funds	\$ -	
Lease Purchase - Vac Truck	\$ 246,770.49	
Lease Purchase - Fire Station / Lights	\$ 467,432.10	

Outstanding Collections:	State Set Off	Collections Bureau(CBK)	Outstandings	Total	
Water/Sewer	\$53,598.61	\$ 5,565.31	\$ 14,181.65	\$ 73,345.57	
Municipal Court	\$ 5,037.45	\$ 23,304.49	\$ 52,969.76	\$ 81,311.70	10 Yr Total

Respectively Submitted,

SAMANTHA RALPH
City Clerk

CITY CLERK'S FINANCIAL REPORT
FOR JUNE 2025
RECEIPTS:

JUNE	1		
	1	ALANA HEIMAN	POOL PASS #320 \$ 50.00
	1	SHELBY PEREZ	POOL PASS #322 \$ 110.00
	1	ABBY LISTER	WATER CONNECT FEE 1204 WALNUT \$ 60.00
	1	KATHY UNGERER	POOL PASS #325 \$ 50.00
	1	ROSE CHELBURNE	POOL PASS #324 \$ 110.00
	1	HAROLD JOHNSON	POOL PASS #326 \$ 110.00
	1	KYLE HANSON	CONNECT FEE 1301 ELM ST \$ 60.00
	1	JESS MILLER	POOL PASS # \$ 110.00
	1		POOL PASS # \$ 110.00
	1	JESSICA GURTLE	POOL PASS #328 \$ 110.00
	1	ISABELLA ESSLINGER	POOL PASS #329 \$ 50.00
	1	LINDA SWIM	POOL PASS #330 \$ 50.00
	1	EVERGY	LEASE AGREEMENT \$ 23,699.23
	1	LANDOLL COMPANY LLC	INVOICE #4768 \$ 579.35
	1	JOY KRAMER	POOL PASS #332 \$ 60.00
	1	RITA THROM	POOL PASS #334 \$ 110.00
	2	MIKE PRESCHER	POOL PASS #335 \$ 110.00
	2	JOHN SWEET	POOL PASS #336 \$ 110.00
	2	RACHELLE BROWN	PUNCH CARD #503 \$ 45.00
	2	RONALD EBERHARD	BUILDING PERMIT #2239 \$ 25.00
	2	SUSAN ETELMAKI	RENT 911 BROADWAY \$ 200.00
	2	LACEY WELLS	POOL PASS #337 \$ 110.00
	2	JULIE SCHECTZ	POOL PASS #338 \$ 110.00
	2	ANTHONY RING	POOL PASS #339 \$ 110.00
	2	CHRIS ALLEN	POOL PASS #340 & PUNCH CARD #504 \$ 155.00
	2	BEN BYERS	POOL PASS #342 \$ 110.00
	2	JEREMY HENDERSON	POOL PASS #343 \$ 110.00
	2	TONY CAUDILLO	POOL PASS #344 \$ 110.00
	2	MARY KUENY	POOL PASS #349 \$ 110.00
	2	MATT FRIEDRICHS	POOL PASS #348 \$ 110.00
	2	CHLOE CRAIN	POOL PASS #350 \$ 50.00
	2	VERIZON	LEASE AGREEMENT \$ 950.00
	2	KANSAS GAS SERVICE	FRANCHISE TAX \$ 8,918.06
	2	LYNN KRACT	POOL PASS #351 \$ 50.00
	2	DEVON GUENTHER	POOL PASS #352 \$ 110.00
	3	CINDY MEYER	POOL PASS #357 \$ 110.00
	3	JAMES JESONEK	CONTRACTOR LICENSE FEE \$ 75.00
	3	S WOERMANBJORK	POOL PASS #353 \$ 110.00
	3	ANDY KNAPNOISKI	POOL PASS #355 \$ 110.00
	3	TYLER FINLEY	POOL PASS #356 \$ 110.00
	3		PUNCH CARD #506 \$ 45.00
	3	JUSTIN CAMPUZANO	DOG TAG #176 \$ 15.00
	3	CHRIS FELDER	POOL PASS #359 \$ 50.00
	3	ELAINE BOESE	POOL PASS #360 \$ 110.00
	4	LAURA GROUND	POOL PASS #361 \$ 110.00
	4	JADYN JOHNSON	POOL PASS #362 \$ 110.00
	4	LEIGH BEHRINS	PUNCH CARD #508 \$ 45.00
	4	KATHY MILLER	POOL PASS #364 \$ 50.00
	4	MEGAN ZRERLEIN	POOL PASS #365 \$ 60.00
	4	STEVE TIDWELL	POOL PASS #365 \$ 50.00
	4	PHILIP COHORST	POOL PASS #366 \$ 110.00
	4	KATE SPITSNOGLE	POOL PASS #368 \$ 110.00
	4	AMY SHUM	POOL PASS #369 \$ 110.00
	4	CARLEE ERICKSON-IT'S A SWEET TR	SIGN PERMIT #355 \$ 89.00
	4	SPELLMEIER AUTOMOTIVE LLC	SIGN PERMIT #356 \$ 65.00
	4	CINDY THORESON	POOL PASS #370 \$ 50.00

5 HOWARD STRYKER	BUILDING PERMIT #2226	\$	75.60
5 CARLEE ERICKSON-IT'S A SWEET TR	RENT 918 ELM	\$	800.00
5 JORDY NELSON	POOL PASS #371	\$	110.00
5 STEVIE LORD	RENT-913 MAIN	\$	200.00
5 JUSTIN CAMPUZANO	COPIES	\$	1.50
5 PEPC INC	CONNECT FEE 811 N 10TH	\$	60.00
6	PARK DONATION	\$	30.00
9 Leon Tommer	POOL PASS #376	\$	50.00
9 KIM KEAGY	POOL PARTY JUNE 28TH	\$	250.00
9 JAMIE SCHEIDER	POOL PUNCH CARD #509	\$	45.00
9 CASSIDY LISTER	712 BROADWAY RENT	\$	375.00
9 NICK WOLFE	POOL PASS #377	\$	50.00
9 RANDY CRAMMER	POOL PASS #378	\$	110.00
9 TABETHA NICKELSON	DOG TAG #177	\$	15.00
9 STEVE NIETFELD	ELECTRICAL INSPECTION	\$	30.00
9 HALEY SCHELL	PUNCH CARD #510	\$	45.00
9 CRYSTAL MATHIS	SWIMMING LESSONS	\$	20.00
10 Reflections	June rent payment	\$	645.00
10 JEANNE TJADEN	POOL PASS #384	\$	50.00
10 JANE SEEMATER	POOL PASS #385	\$	50.00
10 TONY OLLER	SWIMMING LESSONS	\$	20.00
10 JENI SPARKS	POOL PASS #388	\$	50.00
10 MADISON NEMEC	SWIMMING LESSONS	\$	40.00
10 PAUL BYERS	POOL PASS #386	\$	110.00
10 CASEY HOLLE	SWIMMING LESSONS	\$	20.00
10 DIANE THROM	SWIMMING LESSONS	\$	40.00
10 CINDY MATTINGLY	POOL PASS #389	\$	50.00
10 ASHLEY SCHMITZ	POOL PASS #390	\$	110.00
10 KATE SPITSNOGLE	SWIMMING LESSONS	\$	20.00
10 KATE SPITSNOGLE	SWIMMING LESSONS	\$	20.00
10 PAIG SRATHMAN	SWIMMING LESSONS	\$	20.00
10 AMBER GARCIA	POOL PASS #391	\$	110.00
11 MARYSVILLE PD	16-RECORD REQUESTS	\$	80.00
11 CITY PARK DONATION	PARK DONATION	\$	11.00
11 HONESY FLANY	POOL PASS #391	\$	110.00
11 HANNAH MALOTE	POOL PASS #393	\$	50.00
11 QUINCIANN EDWARDS	PUNCH CARD #511	\$	45.00
11 WENDY HALE	POOL PASS #394	\$	110.00
11 HEATHER KNABE	SWIMMING LESSONS	\$	60.00
11 CHRISTINA BARGMAN	SWIMMING LESSONS	\$	40.00
11 MARCY DETERS	POOL PASS #395 & SWIM LESSONS	\$	75.00
11 LAURA FRIEDRICHS	SWIMMING LESSONS	\$	40.00
11 RAELEA MICHELS	SWIMMING LESSONS	\$	20.00
11 LAURA FRIEDRICHS	POOL PASS #396	\$	110.00
11 AMBER NOLAN	POOL PART AUGUST	\$	150.00
11 PETER KESSINGERS	POOL PASS #397 & #398	\$	100.00
12 JESSICA PALMER	POOL PUNCH CARD #512	\$	45.00
12 OEHM PLUMBING & HEATING	INVOICE #4772	\$	85.81
12 SANDY KELLER	POOL PUNCH CARD #513	\$	45.00
12 MACY BEHRENS	CONNECT FEE 903 HILLCREST	\$	60.00
12 GEORGIA BOSTON	POOL PASS #400	\$	50.00
13 THERESA DETERS	POOL PASS #401	\$	110.00
13 PEDIWA SERPAM	SWIMMING LESSONS	\$	60.00
13 KAY NEWTON	POOL PASS #346	\$	50.00
13 SAMANTHA BARTELS	CONNECT FEE 1311 JENKINS	\$	60.00
16 MARY WELTER	POOL PASS #404	\$	50.00
16 CRYSTAL SCHOTTE	SWIMMING LESSONS	\$	20.00
16 PAM CARPENTER	POOL PASS #405	\$	50.00
16 VIOLA COOKSEY TRUST	AIRPORT HANGER GRANT	\$	15,000.00
16 RASCHELE BROWN	SWIMMING LESSONS	\$	40.00

16 SOUTHWESTERN BELL	MAY FRANCHISE FEE	\$	54.00
16 DAN HOOYER	BLDING PERMIT #E-92	\$	44.85
16 JESSICA LAYMAN	SWIMMING LESSONS	\$	20.00
17 LACY BYERS	SWIMMING LESSONS	\$	20.00
17 NATHAN MUSIL	CONNECT FEE 14001 ELM	\$	60.00
17 SAMMY RALPH	SWIMMING LESSONS	\$	40.00
17 MATT FRIEDRICH	SWIMMING LESSONS	\$	40.00
17 BROOK HEIMAN	PUNCH CARD #515	\$	45.00
18 JAMIE LESAGE	POOL PASS #406	\$	110.00
18 MAGGIELOID	SWIMMING LESSONS	\$	20.00
19 MARY KUENY	FIREWORK PERMIT #228	\$	25.00
19 H&T GENERAL CONTRACTORS	CONTRACTOR LICENSE FEE	\$	75.00
19 TYLER NELSON	PUNCH CARD #516	\$	45.00
19 MANDY COOK	POOL PASS #407	\$	110.00
20 PARK DONATION	PARK DONATION	\$	73.27
20 MERLENE MILLER	FIREWORK PERMIT #229	\$	25.00
20 CLINTONDAYS	POOL PASS #410 & #411	\$	100.00
20 HUGH NEMECHECK	PUNCH CARD #517	\$	45.00
20 TYLER WOODYARD	CONNECTION FEE 810 N 10	\$	60.00
20 NEMAHA MARSHALL ELECTRIC	MAY FRANCHISE TAX	\$	52.20
23 KAREN BAGDAR	SWIMMING LESSONS	\$	20.00
23 WES PARKER	POOL PASS #412	\$	110.00
23 AMANDA CLAEYS	SWIMMING LESSONS	\$	40.00
23 BRIAN GORDON	POOL PUNCH #512 & PASS #413	\$	95.00
23 TONY OLLER	SWIMMING LESSONS	\$	20.00
24 PURE ENERGY PLUMBING	PAVEMENT CUT PERMIT 717	\$	50.00
25 LEIGHA BEHRENS	DOG IMPOUND FEE	\$	50.00
25 COOL CARE CLUB-MANHATTAN	PUNCH CARD #519, 520, 521	\$	135.00
26 RORY CLARK	DOG TAG #178	\$	10.00
26 VERIZON	JUNE LEASE PAYMENT	\$	950.00
26 ARISSA VIRDEN	CHICKEN PERMIT APPLICATION	\$	60.00
27 DARLA WILLIAMS	DOG TAG #179	\$	10.00
27 HAVERKAMP	SWIMMING LESSONS	\$	40.00
27 ANGELA ERICKSON	WATER CONNECT FEE 1106 ALSTON	\$	60.00
27 CAROLYN HAWKINS	POOL PASS	\$	110.00
30 CHRISTINA BARGMAN	SWIMMING LESSONS	\$	20.00
30 Scott Kneifl	POOL PASS #416	\$	50.00
		\$	61,968.87

DEPOSITED IN CITIZENS STATE BANK FOR
ACCOUNT OF CITY TREASURER

General	\$	51,109.60
Water Rev	\$	480.00
Koester Block	\$	2,220.00
Airport Revolving	\$	-
Sales Tax	\$	-
POOL	\$	8,045.00
Water Utilities Reserve	\$	-
Sewer Replacement	\$	-
Special Parks	\$	114.27
	\$	61,968.87

**UNADJUSTED STATEMENT OF REVENUES
AND
BUDGET APPROPRIATIONS
AS OF JUNE 30, 2025**

FUND	BUDGETED	REC'D TO DATE	BUDGET BALANCE	PERCENT RECEIVED
GENERAL:				
TAX DISTRIBUTIONS	2,149,567	1,647,327	(502,240)	77%
ASSESSMENTS (weed/st)	2,500	7,028	4,528	281%
INTEREST	5,500	6,164	664	112%
FRANCHISE FEES	465,000	232,799	(232,201)	50%
LICENSES	11,600	4,765	(6,835)	41%
PERMITS	11,125	5,809	(5,316)	52%
GRANTS	0	49,224	49,224	#DIV/0!
HIGHWAY MAINTENANCE	14,000	3,459	(10,541)	25%
RURAL FIRES	57,152	28,753	(28,399)	50%
BURIAL ORDERS	12,500	150	(12,350)	1%
CEMETERY DEEDS	1,500	350	(1,150)	23%
VEHICLE ASSESSMENT	300	0	(300)	0%
MUNICIPAL COURT	40,000	25,033	(14,967)	63%
IMPOUNDING FEES	1,500	685	(815)	46%
CONTRACT/RENTS	7,000	6,310	(690)	90%
GIFTS-DONATIONS	0	15,290	15,290	#DIV/0!
REIMBURSEMENTS	1,250	0	(1,250)	0%
MISCELLANEOUS	25,000	24,505	(495)	98%
TRANSFERS	590,000	332,510	(257,490)	56%
TOTAL	3,395,494	2,390,163	(1,005,331)	70%

2024 CASH CARRYOVER	539,058
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WATER REVENUE:

WATER SALES	1,116,360	470,832	(645,528)	42%
INSTALL CHARGES/RECONNECT	33,500	9,705	(23,795)	29%
PENALTIES	6,800	5,126	(1,674)	75%
SALES TAX	12,000	7,255	(4,745)	60%
INTEREST	4,000	2,470	(1,530)	62%
MISCELLANEOUS	5,000	86	(4,914)	2%
TOTAL	1,177,660	495,474	(682,186)	42%

2024 CASH CARRYOVER	428,902
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SEWAGE REVENUE:

SEWAGE CHARGES	1,063,269	467,138	(596,131)	44%
PERMITS/ASSESSMENTS	1,500	0	(1,500)	0%
PENALTIES	9,608	6,412	(3,196)	67%
INTEREST	3,000	2,542	(458)	85%
REIMBURSED EXPENSE	100	0	(100)	0%
MISCELLANEOUS	1,000	0	(1,000)	0%
TOTAL	1,078,477	476,092	(602,385)	44%

2024 CASH CARRYOVER	510,124
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SEWAGE REVENUE:

STORM WATER SEWER	0	86,400	86,400	#DIV/0!
INTEREST		160	160	#DIV/0!
TOTAL	0	86,560	86,560	#DIV/0!

**UNADJUSTED STATEMENT OF EXPENDITURES
AND
BUDGET APPROPRIATIONS
AS OF JUNE 30, 2025**

FUND	BUDGET APPROPRIATION	EXPENDITURES TO DATE	BUDGET BALANCE	PERCENT EXPENDED
GENERAL:				
ADMINISTRATION	607,843	277,314	330,529	46%
POLICE	936,561	303,079	633,482	32%
MUNICIPAL COURT	86,898	38,803	48,095	45%
FIRE	131,042	28,583	102,459	22%
STREET	621,102	235,388	385,714	38%
PARKS	211,421	93,996	117,425	44%
RECREATION	108,480	39,137	69,343	36%
CEMETERY	241,466	75,737	165,729	31%
TRAFFIC CONTROL	48,250	9,187	39,063	19%
HEALTH & SAN.	226,100	96,984	129,116	43%
STREET LIGHTING	130,500	34,959	95,541	27%
FORESTRY	10,050	0	10,050	0%
AIRPORT	25,950	6,931	19,019	27%
TRANSFERS	60,000	40,002	19,998	67%
ART CENTER/MAIN STREET	19,500	265	19,235	1%
GRANTS/GIFTS	5,000	127,875	(122,875)	2557%
TORT LIABILITY	69,500	24,544	44,956	35%
NOXIOUS WEED	900	0	900	0%
TOTAL	3,540,563	1,432,784	2,061,923	40%
WATER REVENUE:				
PRODUCTION	149,479	28,973	120,506	19%
T & D	863,697	218,789	644,908	25%
COMMERCIAL & GENERAL	130,946	59,360	71,586	45%
NON-OP. EXPENSE+TORT	25,750	9,027	16,723	35%
TRANSFER TO B&I #1	170,000	85,010	84,990	50%
TRANSFER TO W. UTIL. RES	45,000	22,500	22,500	50%
TRANSFER TO GENERAL	50,000	25,010	24,990	50%
TOTAL	1,434,872	448,668	986,204	31%
SEWAGE REVENUE:				
COMMERCIAL & GENERAL	80,600	37,284	43,316	46%
COLLECTIONS	772,059	209,884	562,175	27%
PROCESSING	52,175	22,441	29,734	43%
TRANSFER TO SEW REPL.	55,000	0	55,000	0%
TRANSFER TO B&I #1 A	375,000	0	375,000	0%
TRANSFER TO GENERAL		0	0	#DIV/0!
NON-OP TORT	5,000	214,990	0	4300%
NON-OP GEN/ADMIN	0	0	0	0%
TOTAL	1,339,834	484,599	1,065,225	36%
STORM WATER REVENUE:				
STORM WATER SEWER	0	0	0	#DIV/0!
TOTAL	0	0	0	#DIV/0!

CITY CLERK'S WARRANT REGISTER

PAGE 1 OF 4

JULY 28, 2025 -----ORDINANCE NO. 3852

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:		
FUND		
100	GENERAL	\$ 81,769.60
200	WATER REVENUE	41,859.57
300	SEWAGE REVENUE	51,742.50
405	SEWAGE REPLACEMENT	10,000.00
512	LIBRARY REVOLVING	12,996.62
600	SWIMMING POOL SALES TAX	29,230.60
707	KOESTER BLOCK MAINTENANCE	63.96
711	EMPLOYEE BENEFIT	38,464.16
715	TRANSIENT GUEST TAX	76.66
800	SALEX TAX IMPROVEMENT	<u>34,219.00</u>
	TOTAL ORDINANCE	\$ 300,422.67

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3852 - JULY 28, 2025

Date: 07/24/2025

Time: 1:47 pm

Page: 1

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ADVANCE INSURANCE COMPANY	997	LIFE INSURANCE PREM - AUG 2025	54079	07/16/2025	314.60 H
				Vendor Total:	314.60
AFLAC INC	2918	VISION INS PREM - AUG	54088	07/22/2025	200.81 H
				Vendor Total:	200.81
AFLAC-REMITTANCE PROCESS-EF	528	INSURANCE PREM - JUL;Y	0	00/00/0000	1,573.30
				Vendor Total:	1,573.30
BLUE CROSS BLUE SHIELD INSUR	0091	BCBS DENTAL INS - AUG	54084	07/18/2025	43,098.93 H
				Vendor Total:	43,098.93
BOMGAARS	2989	HATCHET;CHAIN;WRENCH SET; BATTERY	0	00/00/0000	682.95
				Vendor Total:	682.95
BOND & INTEREST ACCOUNT #1	0066	TRANSFER (WATER TOWER PJT)	0	00/00/0000	14,165.00
				Vendor Total:	14,165.00
BOND & INTEREST ACCOUNT #1A	332	TRANSFER (LAGOONS)	0	00/00/0000	31,250.00
				Vendor Total:	31,250.00
CENTURY BUSINESS SYSTEMS	2009	SAVIN COPIER AT POLICE DEPT COLOR COPIES - JULY	0	00/00/0000	30.28
				Vendor Total:	30.28
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #732	54086	07/22/2025	70,229.99 H
				Vendor Total:	70,229.99
CLARK PLUMBING, HEATING, & A/C	2865	DISTILLED WATER - MAC & PD	0	00/00/0000	78.75
				Vendor Total:	78.75
COMMERCE BANK-COMMERCIAL (2055	TM SOFTWARE;TONAL;CLASSES; SUN SHADE;FLASHLIGHT; ETC	54085	07/18/2025	8,338.76 H
				Vendor Total:	8,338.76
COMPLIANCE ONE	1907	ALCOHOL/DRUG TESTING APRIL - MAY	0	00/00/0000	332.75
				Vendor Total:	332.75
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX;FICA;MEDICARE JULY PR #732	0	00/00/0000	21,170.98
				Vendor Total:	21,170.98
EHEN'S AUTOMOTIVE	2082	ADAPTER;CARB-CHOKE CLNR;ORINGS STOPLIGHT LONG;TOOL KIT;MIRROR	0	00/00/0000	201.33
				Vendor Total:	201.33
ELLIOTT EQUIPMENT CO.	2197	SUCTION TUBE, 8" X7";O RING 8" SUPER TUBE	0	00/00/0000	547.07
				Vendor Total:	547.07
EVERGY	1401	ELECTRICTY 909H BROADWAY	54080	07/16/2025	23.24 H
EVERGY	1401	ELEC - STORM SIREN	54087	07/22/2025	30.02 H
				Vendor Total:	53.26
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	3,333.00
				Vendor Total:	3,333.00
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	42,915.00
				Vendor Total:	42,915.00
GODFREY'S	2704	LONG SLEEVE SHIRTS NAVRALS PATCH SEW FEE	0	00/00/0000	314.95
				Vendor Total:	314.95
HAWKINS, INC	1493	POOL CHEMICALS-AZONE; HYDROCHLORIC	0	00/00/0000	3,639.14
				Vendor Total:	3,639.14
HILLTOP TIRES LLC	2842	INSTALL & BALANCE TIRES #1007 & 1008	0	00/00/0000	154.00
				Vendor Total:	154.00
IDNTITEEZ	1957	BLDG INSP SHIRTS - POOL T-SHIR	0	00/00/0000	774.96

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3852 - JULY 28, 2025

Date: 07/24/2025

Time: 1:47 pm

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
Vendor Total:					774.96
INLINE CONSTRUCTION	2321	INSTALL MANHOLE ON CAROLINA ST	0	00/00/0000	10,000.00
Vendor Total:					10,000.00
K.P.E.R.S - 457	3002	KPERS 457 RETIRE CONTRIBUTION PR#731	0	00/00/0000	324.00
Vendor Total:					324.00
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS PR#732	0	00/00/0000	11,924.74
Vendor Total:					11,924.74
KA-COM, INC.	2030	INSTALL SETUP REMOVED RADAR #1003-MSIC BATT INSTALL/	0	00/00/0000	607.75
Vendor Total:					607.75
KAN EQUIP, INC	969	CONCRETE SAWS;SAW CADDY; CHAIN SAWS;STRING TRIMMER;ETC	0	00/00/0000	865.35
Vendor Total:					865.35
KANSAS PAYMENT CENTER	1238	WITHHOLDING (EVENSON) MS17 DM 000091	54081	07/16/2025	126.26 H
KANSAS PAYMENT CENTER	1238	WITHHOLDING EVENSON MS17 DM 000091 PR#730	54083	07/17/2025	126.26 H
Vendor Total:					252.52
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE - JUNE (POOL)	0	00/00/0000	2,076.69
Vendor Total:					2,076.69
KANSAS WITHHOLDING TAX	0299	KANSAS WITHHOLDING - PR#732	0	00/00/0000	3,831.73
Vendor Total:					3,831.73
STEVEN ALLEN KRAUSHAAR	0974	COURT APPOINTED SER 6/4 - 7/2 A BUSCH 25CR115123	0	00/00/0000	100.00
Vendor Total:					100.00
MARSHALL CO TRANSFER STATIC	664	LANDFILL FEES CLEAN UP CEMETER	0	00/00/0000	10.45
Vendor Total:					10.45
MARYSVILLE FIRE DEPARTMENT	1345	FIREMANS CONT. - JUNE	0	00/00/0000	240.00
Vendor Total:					240.00
MARYSVILLE POSTMASTER	0340	BULK POSTAGE NEWSLETTERS	54089	07/23/2025	937.85 H
Vendor Total:					937.85
MUNICIPAL SUPPLY, INC	579	R900 PIT ANTENNA 6; CABLE	0	00/00/0000	657.20
Vendor Total:					657.20
NEMAHA MARSHALL R E C	1044	STREET LIGHT;KEYSTONE; WELL FIELDS; LIFT STATION	54082	07/16/2025	2,162.98 H
Vendor Total:					2,162.98
NETWORK COMPUTER SOLUTION	2223	BLDG INSP EMAIL HACK;COMP;UTI CLK COMP SLOW;UPDATE FIRMWARE	0	00/00/0000	15,441.02
Vendor Total:					15,441.02
PONY EXPRESS VETERINARY CLII	452	KENNEL EVALUATION & CERTIFICAT	0	00/00/0000	60.00
Vendor Total:					60.00
PRAIRIE FIRE COFFEE SYSTEMS	0229	COFFEE - POLICE DEPT	0	00/00/0000	163.80
Vendor Total:					163.80
QUILL CORPORATION	0132	LIQUID PAPER DRYLINE GRIP; INK-TRI COLOR/BLK; COPY PAPER	0	00/00/0000	264.86
Vendor Total:					264.86
SITEONE LANDSCAPE SUPPLY	2437	LESCO FERTILIZER;INSECTICIDE; HERBISIDE;ROTOR ADJ TOOL ETC	0	00/00/0000	453.72
Vendor Total:					453.72
SWIMMING POOL REIMBURSEMENT	2494	REIMBURSE LIFEGUARD CERT VANESSA ROESCH	0	00/00/0000	230.00
Vendor Total:					230.00

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3852 - JULY 28, 2025

Date: 07/24/2025

Time: 1:47 pm

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
UNITED PEST CONTROL, INC	712	PEST CONTROL - PD BI-MONTHLY	0	00/00/0000	85.00
				Vendor Total:	85.00
MEGHAN K VORACEK	2720	COURT APPOINTED SERVICES 24CR15082 & 24CR15127	0	00/00/0000	1,353.20
				Vendor Total:	1,353.20
WATER UTILITY RESERVE FUND	1989	TRANSFER PER BUDGET	0	00/00/0000	3,750.00
				Vendor Total:	3,750.00
YOUNG BACKHOE & TRENCHING,	273	BORE STREET AT 605 BROADWAY	0	00/00/0000	1,230.00
				Vendor Total:	1,230.00
				Grand Total:	300,422.67
				Less Credit Memos:	0.00
				Net Total:	300,422.67
				Less Hand Check Total:	125,589.70
				Outstanding Invoice Total :	174,832.97
Total Invoices:	55				