

**AGENDA
REGULAR MEETING
September 14, 2026
7:00 p.m.**

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

1. APPROVAL OF MINUTES – Regular Meeting: August 24, 2026.

Pages 3-8

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. MAYORS COLORING CONTEST WINNERS

Pages 9-15

Zella Landoll, Sutton Simmons, Sailor Smith, Ruth Turner, Jack Allen & Maddox Holle

4. SUICIDE AWARENESS PROCLAMATION

Pages 16

5. NOTICES AND HEARINGS

6. BUSINESS AND DISCUSSION ITEMS

1. Carlson Utility – 10th & Walnut Storm Sewer Quote
2. Locomotive Discussion
3. Ordinance 1954 Data Center Moratorium
4. Ordinance 1955 Historical Preservation Demolition
5. TA Grant-Blue River Rail Trail
6. Master Service Agreement for Engineering Discussion

Pages 17-18

Pages 19-20

Pages 21-28

Pages 29-31

Pages 32-40

7. CONSENT AGENDA

1. City Clerks Report –August 2026
2. Revenue / Expense Report –August 2026
3. Municipal Judge’s Report –August 2026
4. Hedrix St Closure – Anita Welch, September 26th

Pages 41-42

Pages 43-44

Pages 45-49

Pages 50

8. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3880

Pages 51-55

9. CITY ADMINISTRATOR REPORT

10. STANDING COMMITTEE REPORTS

1. Admin Finance Committee
2. Park & Rec Committee
3. Cemetery Board

Pages 56-57

Pages 58

11. APPOINTMENTS & WAGE DETERMINATIONS

1. Appoint Kris Schrater to Street Committee replacing Michelle Reinhart
2. Appoint Michelle Reinhart to Grievance Committee replacing Kris Schrater

12. CITY ATTORNEY

13. EXECUTIVE SESSION

14. 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 2025
2. Ord **** Uniform Offence Code 2025

Regular Meeting
City Hall
Marysville, Kansas
August 24, 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, City Attorney Sunderland, 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, Warren, Beikman, and Ferris. A quorum was present.

The minutes from the August 10th regular meeting were presented for approval. CM Throm moved; CM Schrater seconded to approve the minutes as presented. Motion carried by 8-0 voice vote.

PUBLIC COMMENTS:

1. **EMPLOYEE RESIGNATION.** Kevin Evenson, 404 S 15th, Ward 4, Street Department Maintenance Worker, submitted his resignation as of September 11, 2026, after 19 years of service to the City of Marysville. He cited concerns with treatment of employees by elected officials and community members, personal agendas, and the overall direction the city was taking.
2. **MARYSVILLE PUBLIC LIBRARY REPORT.** Mandy Cook, Marysville Public Library Director, updated council on upcoming events and activities at the library. She also noted that their strategic plan is almost finished.

NOTICES AND HEARINGS:

1. **REVENUE NEUTRAL RATE HEARING.** At 7:09 p.m. Mayor Frye opened the hearing to exceed the Revenue Neutral Rate. There being no public comments Mayor Frye closed the hearing at 7:12 p.m.
2. **RESOLUTION 2026-15 EXCEEDING THE REVENUE NEUTRAL RATE.** Resolution 2026-15 to levy a property tax rate exceeding the revenue neutral rate was presented. The revenue neutral rate set by the county was 65.787 mills. The proposed 2027 budget would set the mill levy at 67.679 mills. CM Throm moved; CM Snellings seconded to approve the resolution. Motion carried unanimously.
3. **BUDGET HEARING 2027.** At 7:12 p.m. Mayor Frye opened the Budget Hearing. There being no public comments Mayor Frye closed the hearing at 7:13 p.m.
4. **APPROVAL OF 2027 BUDGET.** The proposed 2027 Budget in the amount of \$16,921,134 with ad valorem tax of \$2,927,788 was presented. The proposed mill levy would be 67.679 mills. After council discussion CM Throm moved; CM Beikman seconded to approve the 2027 budget as presented. Motion carried unanimously.

BUSINESS AND DISCUSSION ITEMS:

1. **ONEMARYSVILLE REQUEST.** Wayne Kruse, OneMarysville Director, presented a request to use \$6,000 in Transient Guest Tax Funds to bring Mike Grauer, a museum consultant, to Marysville to work with the Pony Express Barn and Museum, Marshall County Historic Courthouse, and the Koester House Museum and Gardens on exhibits and engagement. CM Beikman moved; CM Schrater seconded to approve the request with funding coming from the Transient Guest Tax Fund. Motion carried 7-0-1 with CM Reinhart abstaining due to her being on the Pony Express Museum board.

2. **RETAINING WALL REPLACEMENT BID.** Police Chief Anthony Escalante presented a bid from Inline Construction in the amount of \$27,565 to replace the retaining wall behind the Police Station. He noted multiple contractors were contacted about the project but Inline was the only one to submit a bid. CM Keating moved; CM Schrater seconded to approve the bid. Motion carried unanimously.
3. **WATERLINE EXTENSION REQUEST.** Dan Hooyer, owner of the property at 5th and May, addressed the council about a cost share to bring a water main closer to the property for development. He plans to build one house on the south side of the property with the potential for a second on the north side, but water is not easily accessible. Mr. Hooyer offered to help dig the line with his construction equipment if the city would lay the pipe and pay for materials. After council discussion consensus was for Mr. Hooyer to continue working with staff to make a more concrete plan and bring a proposal back to council.
4. **HOMECOMING REQUESTS.** A request from the Marysville High School Student Council for Homecoming was presented. The request included allowing for the Homecoming Parade on Friday September 24th from 13th and Broadway to 6th and Broadway with lineup beginning at 1:30 p.m. on Broadway from 13th to 15th continuing south on 15th as needed. They also requested to hold the pep rally at 7th and Broadway near Pony Park and to use the sound system as well as UTVs and golf carts. CM Keating moved; CM Snellings seconded to approve the request. Motion carried unanimously.
5. **ROAD CLOSURE REQUEST – HISTORIC DEPOT.** A request from the Marysville Union Pacific Depot Preservation Society was presented to close Hedrix St. on Friday, September 11th from noon until 10:00 p.m. for the Gravel Dash spaghetti dinner. CM Throm moved; CM Schrater seconded to approve the request. Motion carried unanimously.
6. **VOTING DELEGATE – LEAGUE CONFERENCE.** CM Haverkamp reported council needed to select a voting delegate for the League of Kansas Municipalities Conference in October. CM Reinhart moved to name CM Throm as the voting delegate; CM Schrater seconded. Motion carried unanimously.
7. **RESOLUTION 2026-16 – NUISANCE AT 205 CALHOUN.** Resolution 2026-16 to abate a nuisance at 205 Calhoun was presented. CA Haverkamp noted the property owner is in the process of evicting the tenant. CA Sunderland advised the property owner is legally responsible for the property. CM Keating moved; CM Throm seconded to approve the resolution. Motion carried unanimously.
8. **AIRPORT CONSULTANT RFQ.** CA Haverkamp presented a Request for Qualifications for an Airport Consultant in preparation for any upcoming projects at the airport. CM Throm moved; CM Schrater seconded to approve the RFQ. Motion carried unanimously.
9. **VACCINE CLINIC REQUEST – MARSHALL COUNTY HEALTH DEPARTMENT.** A request from the Marshall County Health Department to use Lakeview Sports Complex on Wednesday September 23rd for a drive thru vaccination clinic from 7:00 a.m. to 6:00 p.m. was presented. They also requested to be able to set up tents on September 22nd. CM Throm moved; CM Schrater seconded to approve the request. Motion carried unanimously.

CONSENT AGENDA.

APPROPRIATIONS ORDINANCE NO. 3879

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$94,590.34; Water Revenue Fund, \$63,460.13; Sewer Revenue Fund, \$39,020.50; Street & Highway Fund, \$18,846.52; Storm Water Revenue Fund, \$20.00; Bond & Interest Account #1, \$68,793.63; Library Revolving Fund, \$15,347.69; Swim Pool Sales Tax Fund, \$26,609.35; Koester Block Maintenance Fund, \$42.28; Employee Benefit Fund, \$40,512.40; Transient Guest Tax Fund, \$233.28; Sales Tax Improvement Fund, \$34,266.80 making a total of \$401,742.92.
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 \$401,742.92.
3. Motion to approve the appropriations ordinance carried by 8-0 roll call vote. City Clerk Ralph assigned Ordinance No. 3879.

STAFF REPORTS:

CITY ADMINISTRATOR:

1. **AUDIO VISUAL EQUIPMENT ISSUE.** CA Haverkamp reported the audio-visual system in the council chambers is not working and tech support has been called.
2. **VANDALISM 617 BROADWAY.** CA Haverkamp reported on a case of vandalism at the city owned building at 617 Broadway. Police are investigating. Staff has evaluated the damage and has a contractor working on the furnace. Restitution will be sought through the court system.
3. **UPDATE ON ADOPTABLE DOGS.** CA Haverkamp reported that three of the five dogs in the dog pound have been spayed or neutered. They are available for adoption at no charge. There are two dogs that still need to be fixed.
4. **FINAL REPORT FROM COPS OFFICE.** CA Haverkamp updated the city council on the final report from the COPS office for the Police Department. It will be posted online for review.
5. **7TH STREET CORRIDOR UPDATE.** CA Haverkamp reported that the Union Pacific Railroad has a contractor in town to clean up their property on the 7th Street corridor.
6. **DARGATZ PARK INPUT SESSIONS.** CA Haverkamp reminded everyone about the public input session at City Hall tomorrow, August 25th, from 5:30 p.m. to 6:30 p.m. The final public input session will be on September 17th at Dargatz Park from 4:00 p.m. to 6:00 p.m.
7. **GRANTS FOR 7TH STREET CORRIDOR.** CA Haverkamp announced that the city had received a TA Grant for the 7th Street Corridor Project, and we are waiting to hear back on the CDBG Grant for this project.
8. **ANIMAL SHELTER UPDATES.** Rob Peschel with CES Group was present to answer questions about the proposed animal shelter project. CM Throm asked how the price could be decreased. Mr. Peschel reminded council that the \$300,000 project cost was just a budget that was set and that bids could come in below that. He said removing the bathroom or the block walls could decrease the price. CM Keating asked about a euthanasia policy. CM Schrater commented that the council chose this size building to hopefully make it more attractive for a non-profit to take over once it is built. CM Keating questioned the proposed yearly budget for running the shelter and staff time. CA Haverkamp replied that the city did not intend to hire more staff to operate the shelter. Currently \$5,000 to \$10,000 is budgeted in animal control yearly. Mayor Frye and CM Schrater suggested working on creating policies.

STANDING COMMITTEE REPORTS:

1. **PARKS & REC COMMITTEE.** CM Throm, Parks & Rec Committee Chairperson, reported that the committee had recently met to discuss the possible replacement of the storage shed at Lakeview and the aquatic center. Pool Manager Courtney Porter's resignation and the to-do list for the off season were both discussed. CM Beikman asked about adding a second batting cage at Lakeview as was discussed previously and CM Snellings suggested a facility review for both Lakeview and Feldhausen Field Ball Parks.
2. **STREET COMMITTEE.** CM Keating, Street Committee Chairperson, reported the committee had recently met to discuss planning the Highway 36 project for 2027-2028, getting the engineer's plans for the 12th and Keystone project, drafting a letter for needed easements, and curb and gutter on Jenkins Street from 8th to 11th.
3. **WATER SEWER COMMITTEE.** CM Snellings, Water Sewer Committee Chairperson, reported that the Water Sewer Committee had met prior to this meeting to consider adjustment on a utility bill. Committee consensus was not to make an adjustment to the bill as the water went down the sewer.

APPOINTMENTS & WAGE DETERMINATION:

CITY ATTORNEY:

1. **DATA CENTER MORATORIUM.** CA Sunderland updated council on the data center moratorium. He has a draft ordinance ready to be reviewed which would place a 12-month moratorium on data centers being built in the area zoned by the City of Marysville so research can be done for a permanent recommendation. The county commissioners pointed to the city zoning as a way to control where data centers can be built.
2. **DEMOLITION ORDINANCE.** Mayor Frye asked if CA Sunderland had drafted an ordinance for a demolition review. CA Sunderland said he had and would send it to CA Haverkamp.

EXECUTIVE SESSION:

At 8:22 pm CM Throm moved the city council recess into executive session for consultation with an attorney on matters deemed privileged in an attorney-client relationship about litigation or claims against the city exception K.S.A. 75-4319(b)(2). This meeting will include the mayor, city council, city administrator, and city attorney. The open meeting will resume in the city council chambers at 8:35 pm CM Snellings seconded. Motion carried unanimously. At 8:35 pm, the council reconvened. Mayor Frye reported no binding decisions were made.

At 8:35 p.m., CM Throm moved the city council recess into executive session to discuss personnel matters of non-elected personnel, discussion on specific personnel matters, not general personnel policies, exception KSA 75-4319 (B) (1). This session will include the Mayor and City Council. The open meeting will resume in the city council chamber at 8:45 p.m. CM Snellings seconded. Motion carried unanimously. At 8:45 p.m., the council reconvened. Mayor Frye reported no binding decisions were made.

COUNCIL COMMENTS:

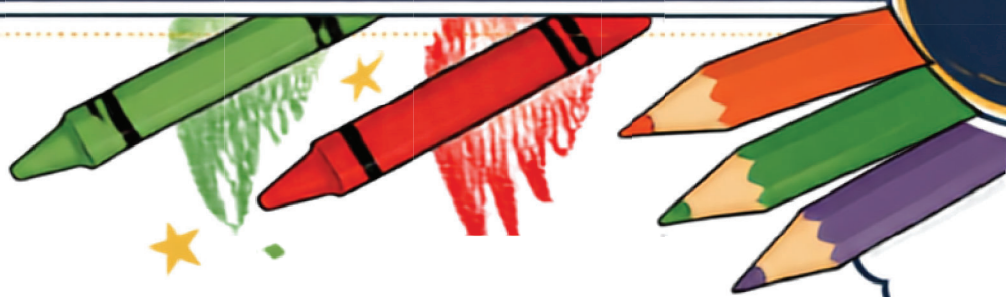
1. **LANDOLL COMPANY EVENT.** CM Keating reminded the governing body and administration about the Landoll profit sharing event on September 3rd at 1:30 p.m.
2. **OLD EQUIPMENT AT DARGATZ PARK.** CM Snellings asked what was being done with the old equipment that was being taken out of Dargatz Park as Home City might be interested in it.
3. **MOWING ALLEYS.** CM Snellings asked about mowing alleys. CA Haverkamp replied it is the resident's responsibility to the center of the alley same as the streets.
4. **GRASS IN ROADWAYS.** CM Reinhart reported grass being blown into the roadways and asked that residents be reminded that they need to blow their grass back into their yard.
5. **ALLEY REPAIR.** CM Reinhart mentioned the alley north of Dollar General is in need of repair. Mayor Frye asked if an alley grading project might be put together and contracted out.
6. **TALL GRASS ON RAILROAD PROPERTY.** CM Schrater asked about the tall grass on the railroad property on the 7th Street Corridor. CA Haverkamp reported that staff have been working on it and a contractor is in town to take care of it.
7. **COST SHARE ON RESIDENTIAL STREET.** CM Schrater mentioned a resident that is willing to do a cost share to resurface their street where the street sweeper tore out the chip seal that was on it.
8. **RETAINING EMPLOYEES.** CM Schrater said we need to do better at retaining employees and showing them our appreciation.
9. **EVENT TENTS.** CM Throm asked that the covers on the white event tents be removed between events. He was advised that they are OneMarysville's tents, not the City's tents. Mayor Frye said a permanent pavilion, which had been discussed previously, might be a better option than putting up tents for each event.
10. **ADA PAD AT 10TH & CENTER.** CM Throm asked that the ADA pad that has come up at 10th and Center be replaced with a pad rather than the bricks.
11. **STOPLIGHT MAINTENANCE.** CM Throm reported the timing on the 20th Street stoplight is still off. Mayor Frye mentioned the stoplight at 14th as well and suggested a time be scheduled with the maintenance company to readjust all of the stoplights.
12. **BRICKS FROM HIGHWAY 77 PROJECT.** CM Throm questioned who the brick belonged to that are piled up from the Highway 77 project. CA Haverkamp replied that they belong to the contractor. It was suggested to contact the contractor and give them a deadline to remove them.
13. **GRASS IN/ON STREETS.** CA Warren reported he had complaints about grass being blown in the streets and questions of who is responsible for the grass growing in the streets, but those questions were answered earlier in the meeting.
14. **DOG SHELTER.** CA Warren reported that he had still been receiving calls on the proposed dog shelter.
15. **GREEN SPACE RFP.** CM Beikman reported that he had had a lot of calls on the Green Space RFP and that most of the citizens he spoke with were in favor of the city keeping the green space. They also suggested adding more seating around the Pony Statue.
16. **TRAIN IN CITY PARK.** CM Beikman thought the city should pursue moving the train from City Park.

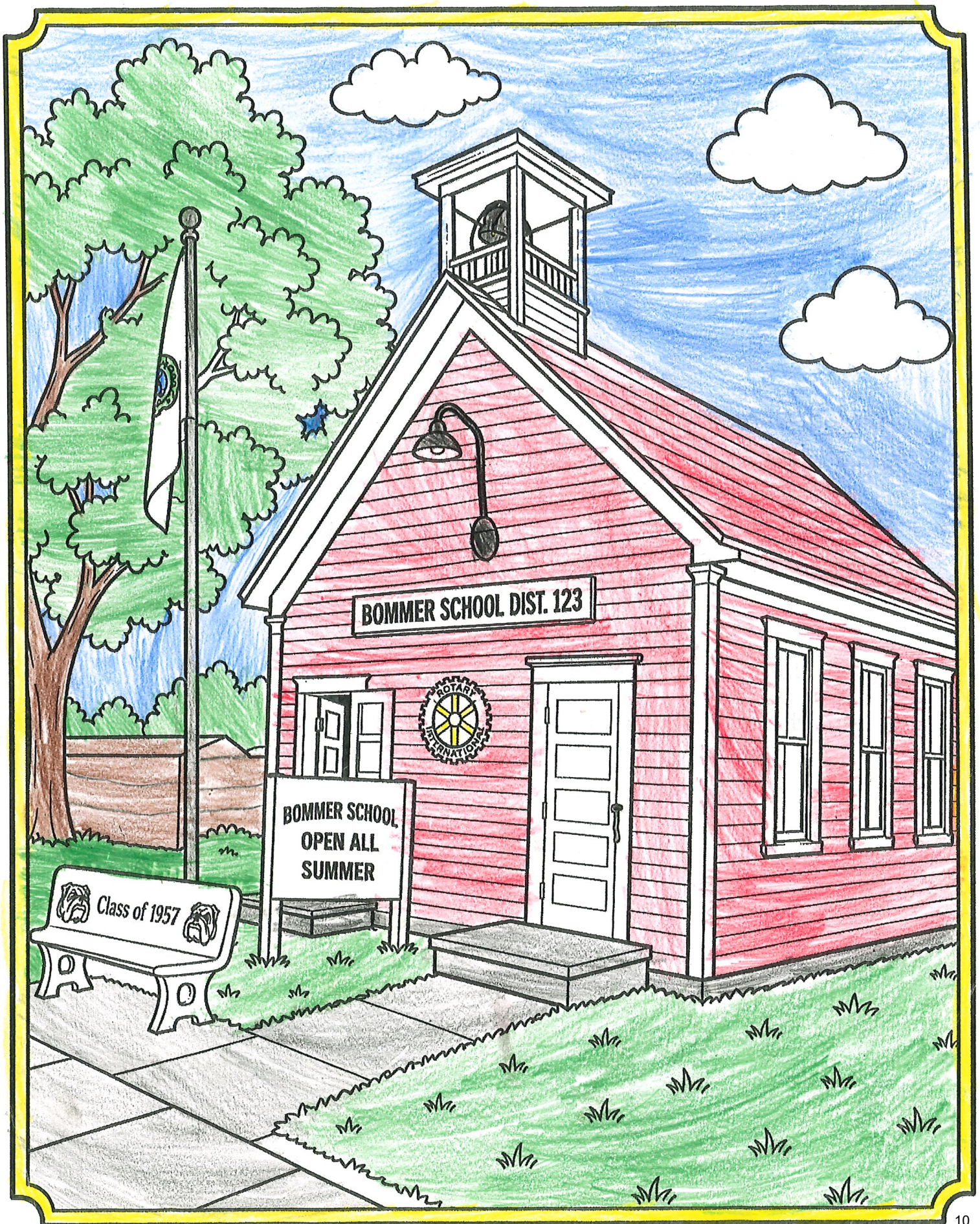
17. **7TH STREET CORRIDOR GRANTS.** Mayor Frye spoke of the TA Grant for the 7th Street Corridor and that they are waiting to hear back on another grant. While attending a bike event in Lincoln there were discussion with other riders of the potential improvements to the area.
18. **GRAVEL DASH.** Mayor Frye reported that the Gravel Dash would likely bring 450 riders plus support staff to Marysville.

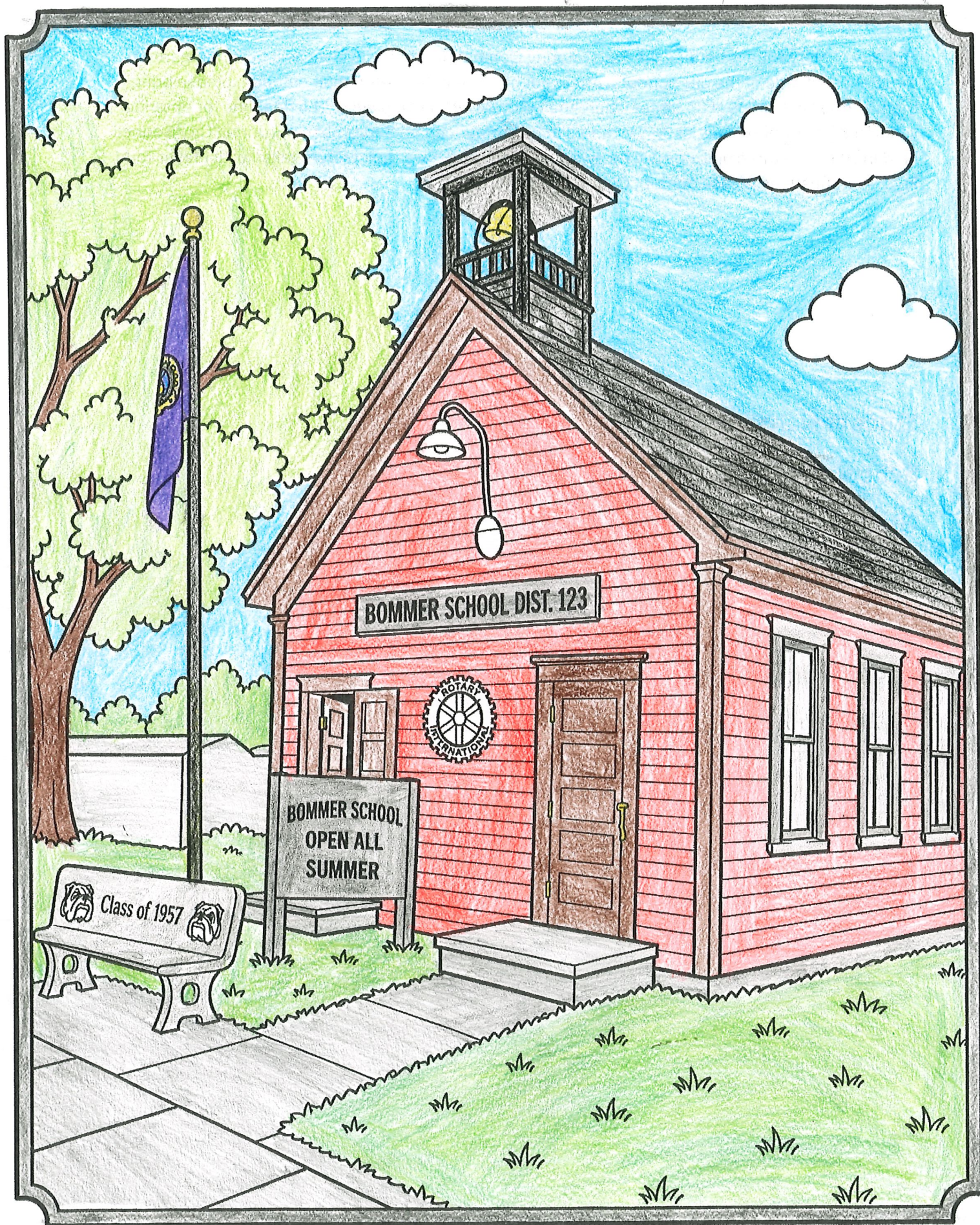
There being no further business, at 9:06 p.m., CM Throm moved to adjourn; CM Schrater seconded. Motion carried unanimously.

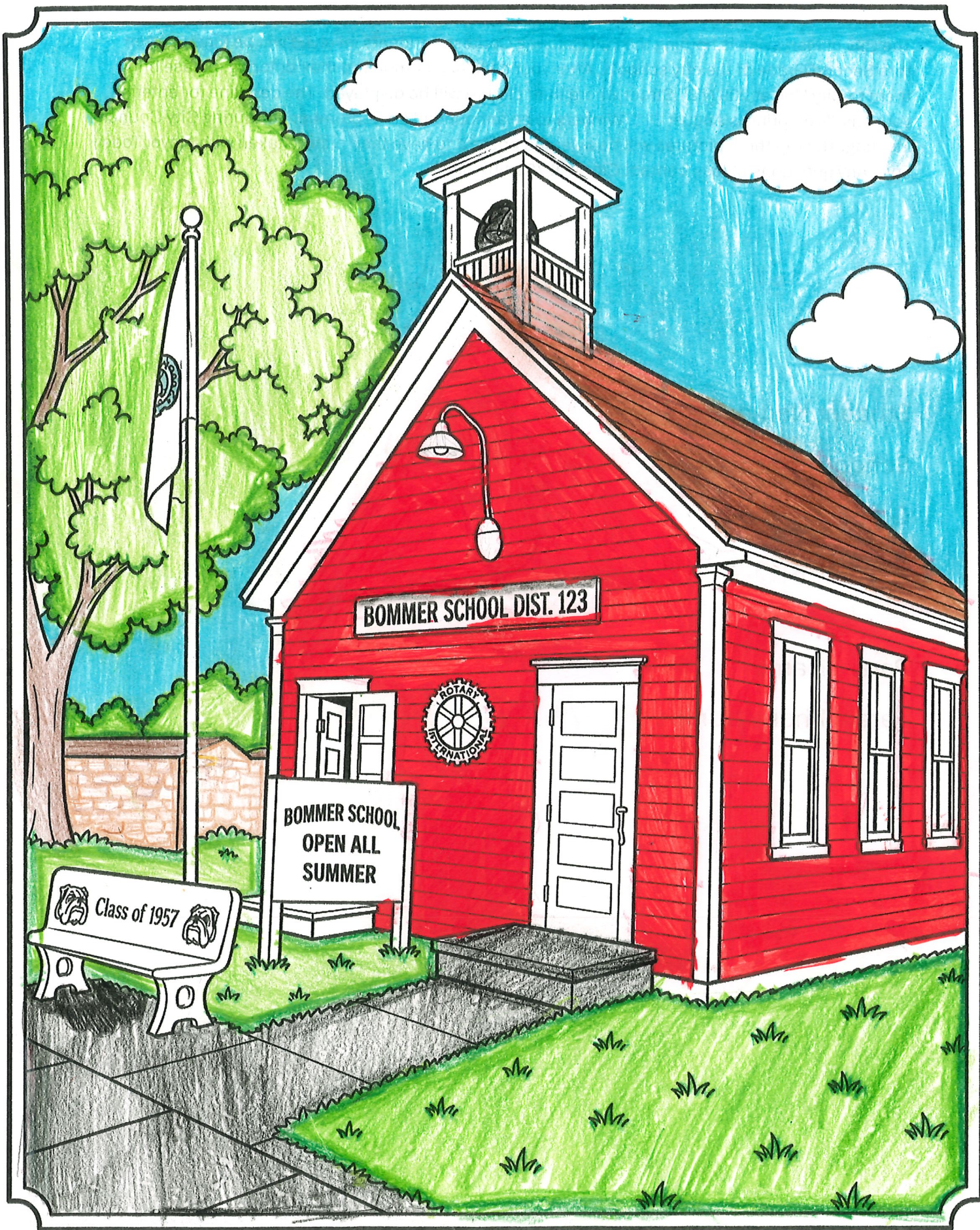
Samantha J. Ralph
City Clerk

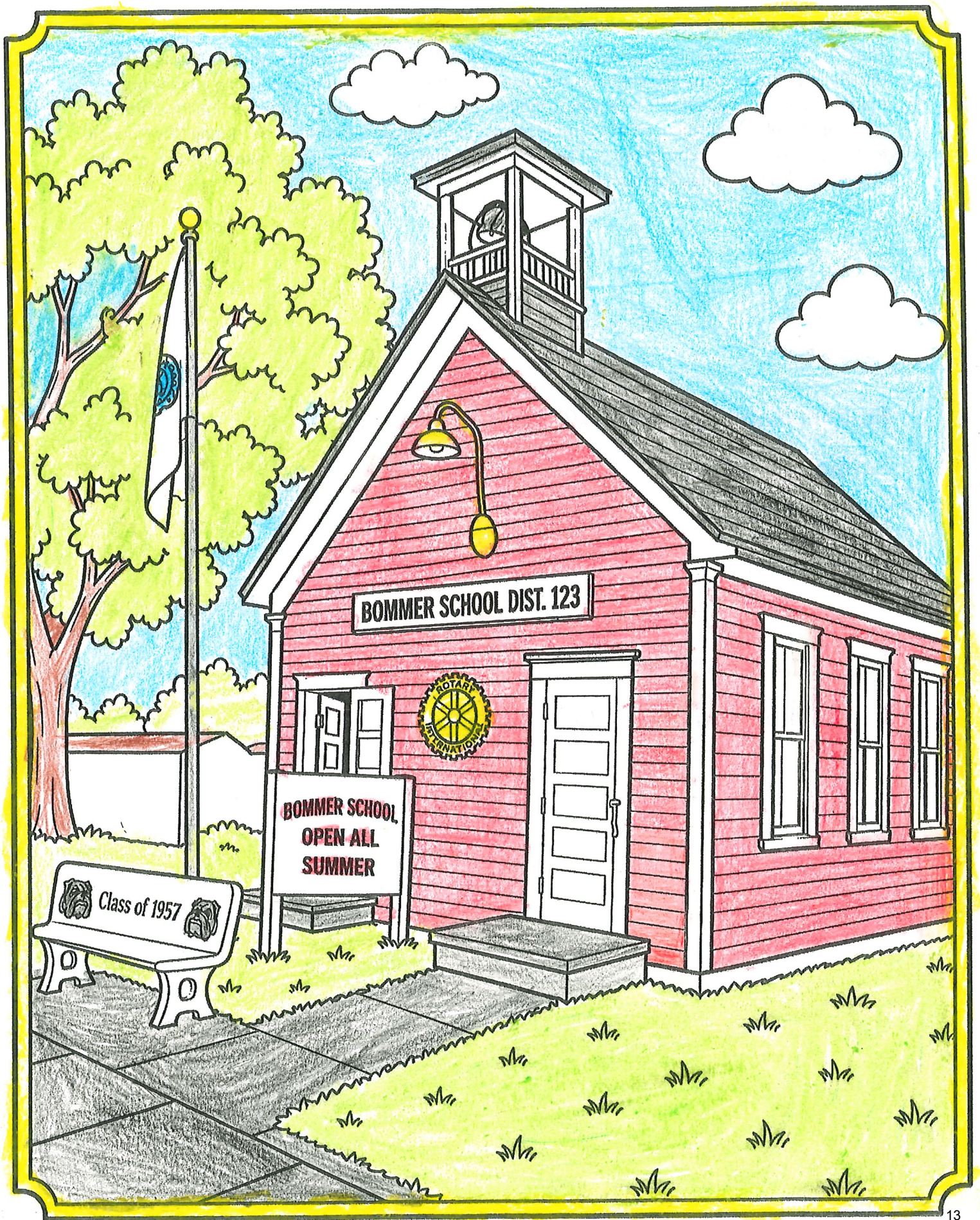
MAYOR'S COLORING CONTEST WINNERS

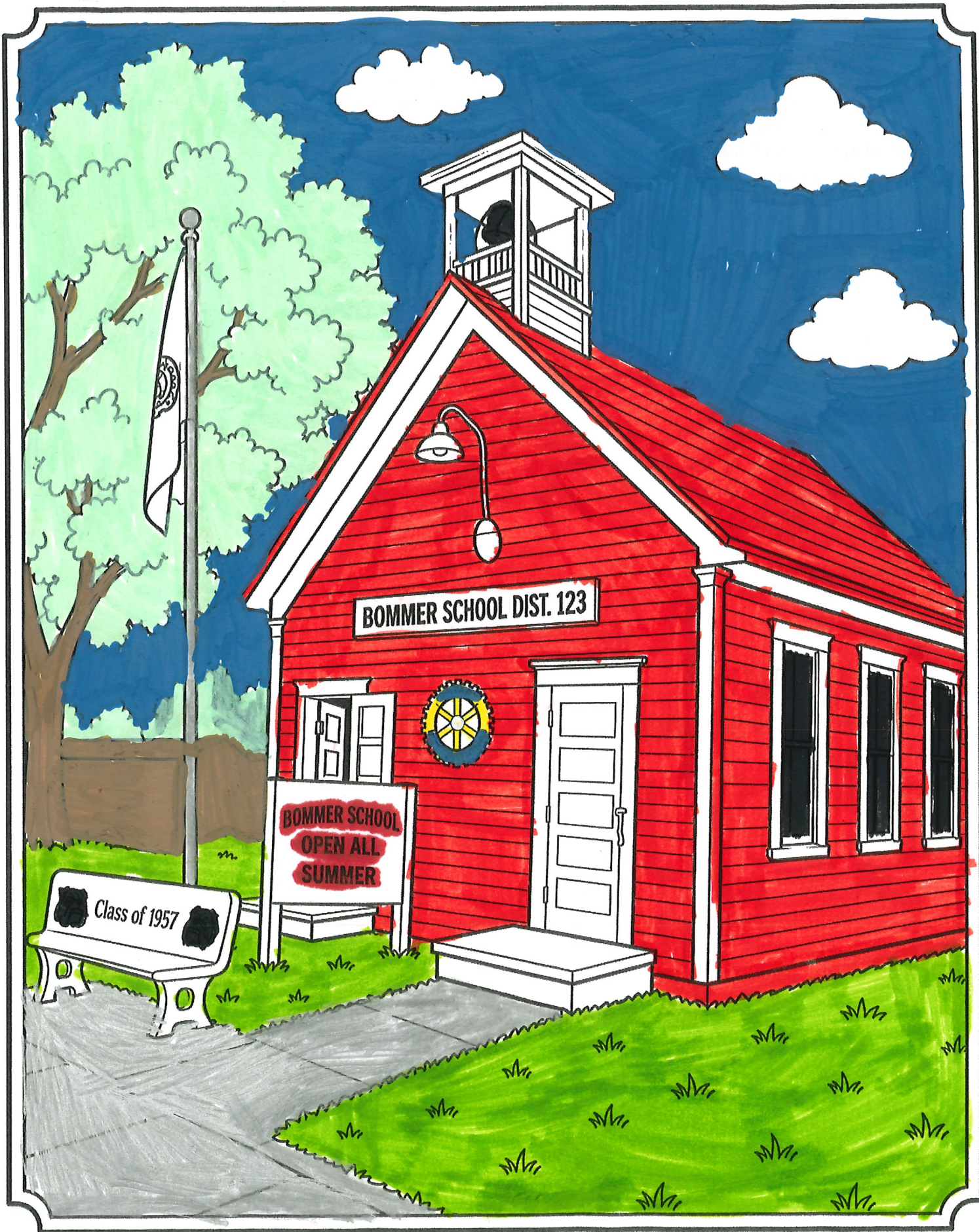


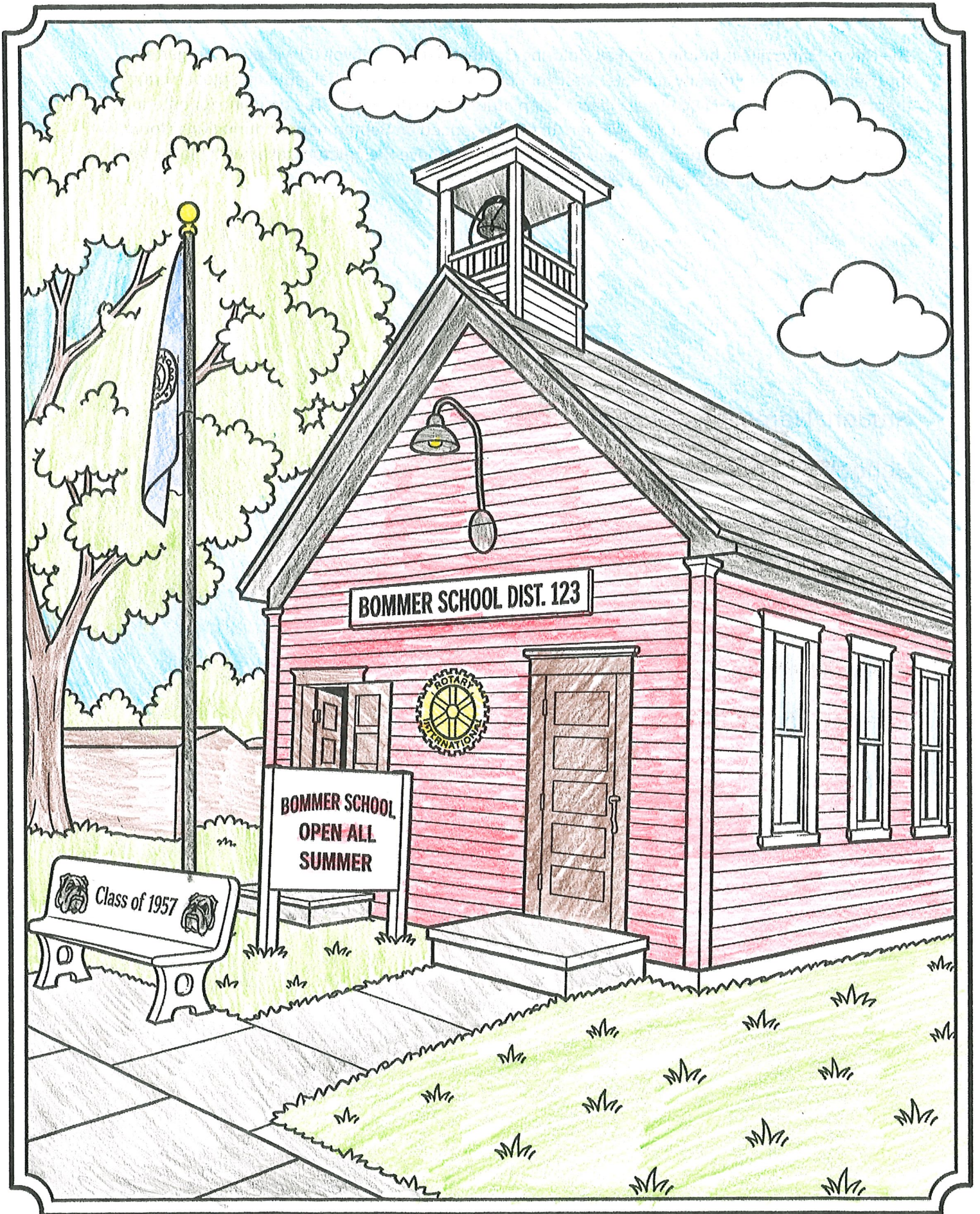












PROCLAMATION
SUICIDE AWARENESS MONTH

SEPTEMBER 2026

WHEREAS, suicide is a serious public health concern that affects individuals, families, friends, coworkers, schools, and communities across our nation; and

WHEREAS, every person has inherent value, and every life lost to suicide leaves behind family, friends, and loved ones who experience profound and lasting grief; and

WHEREAS, suicide prevention begins with awareness, understanding, compassion, and a willingness to talk openly about mental health and emotional well-being; and

WHEREAS, reducing the stigma surrounding mental health challenges can encourage individuals who are struggling to seek help and can empower friends, family members, coworkers, and the community to recognize warning signs and offer support; and

WHEREAS, suicide is preventable, and communities can make a difference by promoting hope, connection, education, access to resources, and supportive relationships; and

WHEREAS, during Suicide Awareness Month, we recognize those who have been affected by suicide, remember those whose lives have been lost, support survivors of suicide loss, and reaffirm our commitment to preventing future loss of life; and

WHEREAS, we encourage all members of our community to learn the warning signs of suicide, to reach out to those who may be struggling, to listen without judgment, and to connect individuals with professional and community resources when help is needed;

NOW, THEREFORE, BE IT PROCLAIMED, that I, Todd E. Frye, do hereby proclaim **September 2026 as SUICIDE AWARENESS MONTH** in Marysville, Kansas.

We encourage every member of our community to help create an environment where asking for help is viewed as a sign of strength, where no one feels alone, and where every person knows that their life matters.

TODD FRYE
Mayor



Carlson Utility, L.L.C.

300 SE 21st Street
Topeka, KS 66607

Phone 785.232.1116
Fax 785.232.9005

Proposal Date: 09/05/ 2026
Estimated by: Jake Carlson

For: City of Marysville

Job Name: 10th and Walnut Storm sewer

Attention: Tony

WE PROPOSE TO FURNISH THE FOLLOWING ITEMS OF WORK ON THE ABOVE NAMED JOB:

Marysville 10th and walnut Base Bid

Carlson Utility LLC					
Description:	UoM:	Units:	Unit Rates:		Totals
Concrete removal/installation	SQ	2560	\$ 8.00	\$	20,480.00
24" HDPE storm sewer install	LF	360	\$ 115.00	\$	41,400.00
Cleanup/ reseeding	hour	7	\$ 475.00	\$	3,325.00
		0		\$	-
		0		\$	-
		0		\$	-
		0		\$	-
		0		\$	-
		0		\$	-
		0		\$	-
		0		\$	-
		0		\$	-
Totals		2560		\$	65,205.00

Note: This quote includes all labor, equipment, and materials needed to install storm sewer system.

THE FOLLOWING ITEMS ARE NOT PART OF THIS PROPOSAL UNLESS OTHERWISE LISTED ABOVE: BONDS (IF NEEDED ADD 2%), REMOVAL OF HAZZARDOUS MATERIALS, ENGINEERING, STAKING, GEOLOGY SERVICES, SEEDING,

SODDING, EROSION CONTROL, DEMOLITION, SURFACE RESTORATION, INSPECTION FEES, PERMITS, FLARES AND BARRICADES, PUMPING OR DEWATERING.

THE ABOVE WORK SHALL BE COMPLETED FOR:

SIXTY FIVE THOUSAND TWO HUNDRED FIVE DOLLARS

Greg Carlson
Carlson Utility

Proposal accepted by: _____

Title: _____ **Date:** _____

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED.ALL WORK TO BE COMPLETED IN AN APPROPRIATE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY ON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO, AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMANS COMPENSATION INSURANCE.

ORDINANCE NO. 1954

AN ORDINANCE IMPOSING A TEMPORARY MORATORIUM FOR A PERIOD OF TWELVE (12) MONTHS ON THE ACCEPTANCE, PROCESSING, OR APPROVAL OF APPLICATIONS FOR THE DEVELOPMENT OR ESTABLISHMENT OF DATA CENTERS WITHIN THE ZONING JURISDICTION OF THE CITY OF MARYSVILLE, KANSAS

WHEREAS, the Governing Body of the City of Marysville, Marshall County, Kansas has previously passed Ordinance 1590 adopting zoning regulations and establishing zoning classifications for the City of Marysville, Marshall County, Kansas, through the adoption of the Marysville Zoning Ordinance; and,

WHEREAS, the Planning Commission established under the City Code of the City of Marysville, Kansas has the responsibility to review and make recommendations concerning amendments to the zoning regulations established in the Marysville Zoning Ordinance; and,

WHEREAS, the City of Marysville has identified the need to review how Data Centers should be defined, classified, located, and regulated under the current Marysville Zoning Ordinance, including appropriate standards relating to land use compatibility, setbacks, noise, water use, electrical demand, utility infrastructure, emergency services, traffic, environmental impacts, and impacts on nearby properties; and,

WHEREAS, the Governing Body finds that a temporary moratorium is appropriate as an interim land-use measure to preserve the status quo while the Planning Commission and City staff study Data Center uses, hear the concerns of citizens and affected stakeholders, and conduct a comprehensive review of potential amendments to the Marysville Zoning Ordinance before new Data Center development applications are accepted, processed, or approved; and,

WHEREAS, by reason of the foregoing, the Governing Body finds it necessary and in the public interest to impose a temporary moratorium for a period of twelve (12) months from the effective date of this Ordinance on the acceptance, processing, or approval of applications for the development or establishment of a Data Center within the zoning jurisdiction of the City of Marysville, Kansas, as an interim measure while the City considers and processes permanent zoning regulations in accordance with K.S.A. 12-757, and amendments thereto.

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

1. A temporary moratorium is hereby imposed for a period of twelve (12) months on the acceptance, processing, or approval of any application seeking to develop or establish a Data Center within the zoning jurisdiction of the City of Marysville, Kansas. This moratorium is an interim measure intended to preserve the status quo and provide the Planning Commission and City staff adequate time to review the City's existing zoning regulations and to prepare and recommend amendments reasonably necessary to define, classify, locate, and regulate Data Center uses. Nothing in this Ordinance shall be construed as the adoption of a permanent amendment to the Marysville Zoning Ordinance.
2. For purposes of this Ordinance, a "Data Center" means a building, facility, or group of buildings or facilities principally used to house computer servers, data-processing equipment, networking equipment, digital storage systems, or related infrastructure for the storage, processing, management, transmission, or distribution of digital data, including facilities commonly described

as hyperscale, cloud-computing, colocation, artificial-intelligence, or cryptocurrency data-processing facilities. This definition does not include ordinary server rooms or information-technology equipment that are accessory and incidental to the principal use of a property.

3. During the moratorium, the Zoning Administrator and other City officials shall not accept, process, or approve any application for rezoning, conditional or special use approval, site-plan approval, plat or development approval, zoning permit, building permit, or other municipal land-use or development approval where the proposed approval is for the establishment, construction, expansion, or development of a Data Center. The Marysville Planning Commission shall not recommend or approve any such development application during the moratorium, except that the Planning Commission may take all actions necessary to consider and recommend permanent zoning regulations governing Data Centers as provided in Section 4.
4. Pursuant to K.S.A. 12-757(a), and amendments thereto, the Governing Body hereby initiates consideration of an amendment to the Marysville Zoning Ordinance concerning the definition, classification, location, development, and regulation of Data Centers and refers that proposed amendment to the Marysville Planning Commission for consideration and recommendation. During the moratorium, the Planning Commission and City staff are directed to review the current Marysville Zoning Ordinance and the potential impacts of Data Centers, including but not limited to land-use compatibility, setbacks, noise, water consumption, electrical demand, utility capacity and infrastructure, emergency services, traffic, environmental impacts, screening, and impacts on nearby properties. The Planning Commission shall proceed in accordance with K.S.A. 12-757, and amendments thereto, including providing the notice required by law, conducting the required public hearing, preparing the required record or summary of proceedings, and submitting its recommendation and the reasons therefor to the Governing Body sufficiently in advance of the expiration of this moratorium to permit the Governing Body to consider permanent zoning regulations.
5. This temporary moratorium shall remain in effect for twelve (12) months from the effective date of this Ordinance, unless earlier repealed by the Governing Body or superseded by the adoption and effective date of permanent zoning regulations governing Data Centers following completion of the procedures required by K.S.A. 12-757, and amendments thereto. Nothing herein shall prevent the Governing Body from amending this Ordinance as permitted by law.
6. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body and publication in the official City newspaper as provided by law.

PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF MARYSVILLE, KANSAS, this 14th day of September 2026.

CITY OF MARYSVILLE, KANSAS

Todd Frye, Mayor

ATTEST:

Samantha Ralph, City Clerk

ORDINANCE NO. 1955

AN ORDINANCE ESTABLISHING A DOWNTOWN HISTORIC PRESERVATION DISTRICT WITHIN THE CITY OF MARYSVILLE, KANSAS, PROVIDING FOR REVIEW OF THE DEMOLITION OR REMOVAL OF HISTORIC STRUCTURES WITHIN SUCH DISTRICT, ESTABLISHING PROCEDURES AND STANDARDS FOR THE ISSUANCE OF CERTIFICATES OF APPROPRIATENESS, PROVIDING FOR ECONOMIC HARDSHIP AND EMERGENCY DEMOLITION, AND PROVIDING FOR ENFORCEMENT.

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

Section 1. Purpose and Findings.

The Governing Body of the City of Marysville, Kansas, finds and declares that the identification, protection, enhancement, preservation, and continued use of historically and architecturally significant structures within the City's traditional downtown is a matter of public interest and promotes the health, safety, prosperity, economic development, and general welfare of the City.

The Governing Body further finds that preservation of historic structures within the downtown area will:

- (a) Protect, enhance, and perpetuate distinctive and important elements of the City's cultural, social, economic, political, and architectural history,
- (b) Safeguard the City's historic and cultural heritage and foster civic pride,
- (c) Stabilize and improve property values within the downtown area,
- (d) Promote the restoration, rehabilitation, maintenance, and adaptive reuse of historic structures,
- (e) Promote tourism, economic development, and continued private investment within the downtown area,
- (f) Prevent the unnecessary loss of structures that contribute to the historic character and architectural continuity of downtown Marysville, and
- (g) Provide a reasonable process by which alternatives to demolition may be considered before an historically or architecturally significant structure is permanently removed.

It is not the intent of this Article to prohibit all demolition within the Downtown Historic Preservation District, but rather to ensure that demolition of structures contributing to the historic character of downtown Marysville occurs only after reasonable review of the structure, available alternatives, economic hardship, and the public interest in historic preservation.

Section 2. Definitions.

For purposes of this Article, the following terms shall have the meanings stated herein:

Certificate of Appropriateness means a certificate issued pursuant to this Article authorizing the demolition or removal of a Historic Structure or Contributing Structure within the Downtown Historic Preservation District.

Contributing Structure means a building or structure that contributes to the architectural, cultural, economic, or historic character of the Downtown Historic Preservation District because of its age, architecture, association with historic events or persons, or relationship to the historic development of downtown Marysville.

Demolition means any act or process that destroys or removes, in whole or substantial part, a building or structure. Demolition shall not include ordinary maintenance, repair, or replacement of individual building components that does not result in the substantial destruction of the structure.

Demolition by Neglect means the substantial deterioration of a Historic Structure or Contributing Structure resulting from the failure to provide ordinary and reasonably necessary maintenance and repair when such

failure threatens the structural integrity of the building or materially contributes to conditions asserted as justification for demolition.

Downtown Historic Preservation District means the geographic area identified and depicted on Exhibit A, attached hereto and incorporated herein by reference.

Economic Hardship means a condition in which denial of permission to demolish or remove a structure would deprive the owner of reasonable economic use of the property or otherwise impose an undue economic hardship when considered under the standards contained in this Article.

Emergency Demolition means demolition determined by the City's Building Official or other authorized City official to be immediately necessary because a structure presents an imminent and substantial danger to human life or public safety and such danger cannot reasonably be abated through temporary stabilization or other less destructive means.

Historic Structure means any building or structure within the Downtown Historic Preservation District that: (1) is fifty (50) years of age or older, (2) is individually listed on the National Register of Historic Places or Register of Historic Kansas Places, or (3) has been formally determined by the City to possess historical, architectural, archaeological, or cultural significance.

Planning Commission means the Planning Commission of the City of Marysville, Kansas.

Section 3. Downtown Historic Preservation District Established.

There is hereby established a Downtown Historic Preservation District, the boundaries of which shall be as depicted and legally described on Exhibit A.

The requirements of this Article shall apply to all Historic Structures and Contributing Structures located wholly or partially within the Downtown Historic Preservation District.

Designation of property within the Downtown Historic Preservation District shall not, by itself, prohibit the repair, maintenance, rehabilitation, remodeling, sale, lease, occupancy, or lawful use of such property.

Section 4. Demolition Permit Required.

- (a) No person shall demolish, substantially demolish, remove, or cause the demolition or removal of any Historic Structure or Contributing Structure located within the Downtown Historic Preservation District without first obtaining: (1) any demolition permit otherwise required by the City, and (2) a Certificate of Appropriateness issued pursuant to this Article.
- (b) No City officer or employee shall issue a demolition permit for a Historic Structure or Contributing Structure subject to this Article unless a Certificate of Appropriateness has first been approved.
- (c) The issuance of a Certificate of Appropriateness shall not relieve an applicant from obtaining any other permit or approval required by applicable law.

Section 5. Application for Certificate of Appropriateness.

An owner seeking to demolish or remove a Historic Structure or Contributing Structure shall submit an application to the City Clerk, Zoning Administrator, or other official designated by the City.

The application shall contain, to the extent reasonably available:

- (a) The name and address of the property owner,
- (b) The address and legal description of the property,
- (c) Photographs showing the existing condition of the structure,
- (d) A written explanation of the reasons demolition or removal is requested,
- (e) A description of the proposed use of the property following demolition,

- (f) Any engineering, architectural, inspection, appraisal, contractor, or other reports upon which the applicant relies,
- (g) An estimate of the cost of repairing or rehabilitating the structure if economic infeasibility is asserted,
- (h) An estimate of the cost of demolition, and
- (i) Such other information reasonably necessary for the City to evaluate the application under this Article.

The City shall make reasonable efforts to avoid requiring unnecessary professional reports or expenses when the information necessary to evaluate the application can otherwise be reasonably established.

Section 6. Planning Commission Review.

Upon receipt of a complete application for demolition of a Historic Structure or Contributing Structure, the application shall be referred to the Planning Commission for review and recommendation.

The Planning Commission shall consider the application at a public meeting and shall provide the applicant a reasonable opportunity to present evidence concerning the proposed demolition.

In reviewing the application, the Planning Commission shall consider:

- (a) The historic, architectural, cultural, or economic significance of the structure,
- (b) Whether the structure contributes to the historic character and continuity of downtown Marysville,
- (c) The present physical and structural condition of the building,
- (d) The extent to which deterioration may reasonably be corrected through repair, rehabilitation, or stabilization,
- (e) The reasonableness of the anticipated cost of restoration or rehabilitation compared with the value and potential uses of the property,
- (f) The availability of tax credits, grants, economic development programs, or other financial incentives reasonably available for rehabilitation,
- (g) Whether adaptive reuse of the structure is reasonably feasible,
- (h) Whether relocation of the structure or preservation of significant portions of the structure is reasonably feasible,
- (i) The proposed use of the property following demolition,
- (j) The effect demolition would have upon neighboring properties and the historic character, streetscape, and economic vitality of downtown Marysville,
- (k) The economic consequences of granting or denying the application to both the property owner and the City,
- (l) Any reasonable alternatives to demolition presented by the applicant, City staff, interested organizations, or members of the public,
- (m) Whether the condition giving rise to the request for demolition resulted materially from Demolition by Neglect, and
- (n) Any other factor reasonably related to the purposes of this Article.

Following its review, the Planning Commission shall recommend approval, approval with reasonable conditions, or denial of the Certificate of Appropriateness and shall transmit its recommendation to the Governing Body.

Section 7. Governing Body Determination.

The Governing Body shall consider the application and recommendation of the Planning Commission at a public meeting.

The Governing Body may consider the record before the Planning Commission and may receive additional information or evidence it determines appropriate.

In determining whether to issue a Certificate of Appropriateness, the Governing Body shall consider the factors set forth in Section 6 of this Article.

The Governing Body may:

- (a) Approve the Certificate of Appropriateness,
- (b) Approve the Certificate of Appropriateness subject to reasonable conditions,
- (c) Delay action for a period not exceeding one hundred eighty (180) days to permit the applicant, City, or interested parties to investigate reasonable alternatives to demolition, or
- (d) Deny the Certificate of Appropriateness upon determining that feasible alternatives to demolition exist and that preservation of the structure is warranted in light of its historical, architectural, cultural, or economic value to the Downtown Historic Preservation District.

The owner shall bear the burden of demonstrating any claim of economic hardship.

Any decision denying a Certificate of Appropriateness shall state the material reasons for denial.

Section 8. Preservation Period, Alternatives to Demolition.

If the Governing Body determines that additional time may reasonably result in preservation or adaptive reuse of the structure, it may delay final authorization for demolition for a period not exceeding one hundred eighty (180) days.

During such period, the City, property owner, and interested persons or organizations may investigate:

- (a) Purchase of the property by another person,
- (b) Rehabilitation or adaptive reuse,
- (c) Available grants, tax credits, loans, incentives, or other financial assistance,
- (d) Modification of the proposed development,
- (e) Relocation of the structure,
- (f) Preservation or incorporation of historically significant portions of the structure into a proposed development, or
- (g) Other reasonable alternatives to demolition.

Nothing herein shall require an owner to sell the property or accept any particular offer.

Section 9. Certificate of Economic Hardship.

An owner may request a Certificate of Economic Hardship in conjunction with an application for a Certificate of Appropriateness or following denial thereof.

The purpose of a Certificate of Economic Hardship is to provide relief when application of this Article would impose an undue economic hardship upon the property owner.

In determining whether an economic hardship exists, the Governing Body may consider:

- (a) The estimated cost of rehabilitation or repair,
- (b) The current fair market value of the property,

- (c) The estimated fair market value of the property following rehabilitation,
- (d) The economic feasibility of rehabilitation or adaptive reuse,
- (e) The availability of reasonable alternative uses,
- (f) The availability of tax credits, grants, loans, incentives, or other financial assistance,
- (g) In the case of income-producing property, relevant income and operating expenses,
- (h) Whether the property has been reasonably marketed for sale or lease,
- (i) Whether the hardship was created or materially increased by the owner's intentional or unreasonable failure to maintain the structure, and
- (j) Any other evidence relevant to determining whether continued preservation would impose an undue economic hardship.

If the Governing Body determines that denial of demolition would impose an undue economic hardship and that no reasonable alternative will alleviate such hardship, the Governing Body shall approve demolition.

Section 10. Demolition by Neglect.

No owner shall intentionally or through unreasonable neglect permit a Historic Structure or Contributing Structure within the Downtown Historic Preservation District to deteriorate for the purpose of circumventing the requirements of this Article.

In considering an application for demolition based upon the deteriorated condition of a structure, the Planning Commission and Governing Body may consider whether:

- (a) The owner failed to perform ordinary and reasonably necessary maintenance,
- (b) The owner intentionally exposed the structure to the elements,
- (c) The owner failed to reasonably secure a vacant structure against weather, vandalism, or unauthorized entry,
- (d) The owner undertook or permitted actions designed to accelerate deterioration, or
- (e) The asserted hardship was otherwise self-created.

Nothing in this Section shall require an owner to undertake restoration or improvements beyond those otherwise required by applicable City codes, nor shall this Section prevent the City from exercising any authority provided by law concerning dangerous or unsafe structures.

Section 11. Emergency Demolition.

The requirements of this Article shall not prohibit emergency action necessary to protect human life or public safety.

If the Building Official, City Inspector, Fire Chief, or other official authorized by the Governing Body determines that a structure presents an imminent and substantial danger to human life or public safety and that such danger cannot reasonably be abated through temporary stabilization or other less destructive measures, the City may authorize immediate demolition without completion of the procedures otherwise required by this Article.

When reasonably practicable, the City shall photograph or otherwise document a Historic Structure or Contributing Structure before emergency demolition.

Nothing in this Article shall limit the City's authority under Article 6 of Chapter 4 of the Code of the City of Marysville, Kansas, K.S.A. 12-1750 et seq., or any other applicable law relating to dangerous or unsafe structures.

Section 12. City-Ordered Demolition.

When demolition of a Historic Structure or Contributing Structure is proposed by the City pursuant to its dangerous or unsafe structure authority, the City shall, except in the case of an Emergency Demolition, consider whether reasonable alternatives to demolition exist before final demolition occurs.

Nothing herein shall alter or extend any notice, hearing, or procedural requirement otherwise imposed by Kansas law concerning dangerous or unsafe structures.

Section 13. Documentation Prior to Demolition.

As a condition of any Certificate of Appropriateness authorizing demolition, the City may require reasonable documentation of the structure before demolition, including photographs of exterior elevations and significant architectural features.

The City may also permit reasonable access, with the owner's consent, for the purpose of documenting the structure or identifying architectural materials suitable for salvage.

Section 14. Expiration of Certificate.

A Certificate of Appropriateness authorizing demolition shall expire twelve (12) months after its issuance unless demolition has commenced or the Governing Body grants an extension for good cause.

Section 15. Enforcement.

- (a) It shall be unlawful for any person to demolish, substantially demolish, or remove a Historic Structure or Contributing Structure in violation of this Article.
- (b) Upon discovery of demolition occurring without the approvals required by this Article, the City may issue a stop-work order and take such other action as authorized by law.
- (c) Each day a violation continues may constitute a separate offense.
- (d) In addition to any criminal or municipal penalty authorized by law, the City may institute an appropriate action for injunction, abatement, or other equitable relief to prevent, restrain, correct, or remedy a violation of this Article.
- (e) Any person who violates this Article shall, upon conviction, be punished as provided by the general penalty provisions of the Code of the City of Marysville, Kansas.

Section 16. Relationship to Other Laws.

Nothing contained in this Article shall excuse compliance with:

- (a) The Kansas Preservation Act, K.S.A. 75-2724, and amendments thereto, when applicable,
- (b) The City's building, zoning, dangerous structure, fire, nuisance, or property maintenance regulations,
- (c) Any applicable state or federal historic preservation requirement, or
- (d) Any other applicable law.

Where another applicable law provides greater protection to a historic property, the more protective requirement shall apply to the extent permitted by law.

Section 17. Severability.

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is determined by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such determination shall not affect the validity of the remaining portions of this Ordinance.

Section 18. Effective Date.

This Ordinance shall take effect and be in force from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED by the **Governing Body** of the **City of Marysville, Kansas**, this 14th day of September 2026.

CITY OF MARYSVILLE, KANSAS

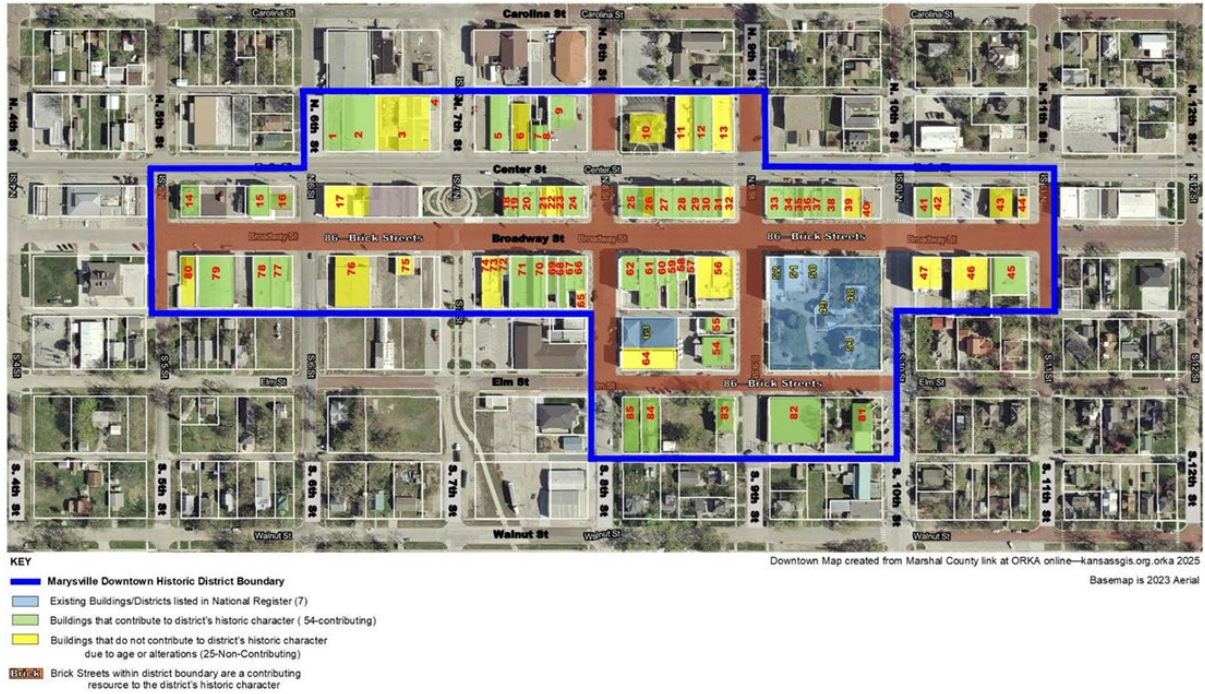
By: Todd Frye, Mayor

ATTEST:

Samantha Ralph, City Clerk

EXHIBIT A

DOWNTOWN HISTORIC PRESERVATION DISTRICT



Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Calvin E. Reed, Secretary
Matthew T. Messina, Chief



Phone: 785-296-3841
Fax: 785-296-8168
kdot#publicinfo@ks.gov
http://www.ksdot.org
Laura Kelly, Governor

August 18, 2026

Joshua Haverkamp, City Administrator
City of Marysville
209 N 8th Street
Marysville, KS 66508
cityadm@bluevalley.net

Dear Mr. Haverkamp

I am pleased to inform you that your project **Blue River Rail Trail Corridor** was selected to receive KDOT Transportation Alternatives federal funds in the amount of **\$1,835,000*** for all participating phases shown in the table below.

*Please note that the TA award is based on 80% of the *estimated* total participating project costs. PE and CE were adjusted to represent 15% and 12% of the estimated construction cost, respectively. Adjustments are shown below and should be used when completing the 1302-Request for Project form. The City of Marysville will be responsible for a 20% share of the total participating costs estimate at \$458,661.

Participating Phase:	Total Cost Estimate
Construction	\$ 1,805,752
Construction Engineering (CE) – 12% of construction	\$ 216,690
Preliminary Engineering (PE) – 15% of construction	\$ 270,863
Totals:	\$ 2,293,305
KDOT TA Award Amount (80%), rounded up:	\$ 1,835,000

Additional program information and project considerations will be discussed at the kick-off meeting that will be scheduled after your consultant is hired.

You are now encouraged to immediately begin work on the following items:

- Request for Project Form 1302
- Unique Entity ID [Registration](#)
- KDOT Info Sheet
- Quality Based Selection process to select a consulting firm to design the project

Important! If PE/design will be reimbursed at 80% with TA funds, the [Quality Based Selection](#) process must be followed. **Do not begin work** on PE/Design until a Notice to Proceed is received. Any design services rendered prior to receiving the Notice to Proceed will not be reimbursable.

Please complete and submit the 1302, KDOT info sheet and this letter, signed by an authorized City official, accepting the award, to Jenny.Kramer@ks.gov by **9/14/2026**. Once you submit these items, we will program your project, assign a KDOT Project Number, and begin drafting a City/State Agreement which you will later receive for review and signatures. Once City-State Agreements are fully executed, 3-Party design agreements will be drafted.

Please remember that you are 100% financially responsible for the following items:

- Right-of-Way
- Utilities
- Non-participating items
- All costs that exceed the maximum federal award

If you have any questions, please feel free to contact me by email at Jenny.Kramer@ks.gov or by phone at 785-296-5186.

We look forward to working with you on this project!

Sincerely,



Jenny Kramer
Active Transportation Manager
KDOT Bureau of Multimodal Transportation
Jenny.Kramer@ks.gov; 785-296-5186

Recipient Acceptance:

I accept the grant award under the terms and conditions outlined above.

Name and Title of Person Authorized to sign agreement:

Signature: _____ Date: _____

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF MULTIMODAL TRANSPORTATION
PROJECT PROGRAMMING REQUEST

☒ New Project		☐ Amend Existing Project		Date: 9/14/2026	
Program Year: SFY2027		Funding Program: MPO		KDOT Transportation Alternatives	
KDOT District 1		MPO		MPO TIP #, if applicable	
County Marshall	City Marysville	Route / Corridor US-36/77	Functional Classification		
Project Sponsor / Lead Agency (city, county, or agency that is requesting the project and will serve as fiscal agent) City of Marysville, KS					
Lead Agency Primary Contact Josh Haverkamp - City Administrator		Phone (785)562-5331	E-mail Address chad@bluevalley.net		
Project Title (Brief and descriptive) The Blue River Rail Trail Corridor project will create approximately 1,200 linear feet of multimodal transportation infrastructure within an approximately 70-foot-wide former railroad corridor.					
Project Length: 0.250 miles		Desired Letting Date-Morrr (minimum 14-month schedule): May 2029			
Letting Type: ☐ KDOT ☒ LPA		☐ Force Account			
Location/Project Limits (description needs to be specific, concise and follow west to east and south to north, e.g. Church Street from 20th to 15th Streets) 7th Street from US-36/77 to Calhoun Street					
Scope of Work (concise sentence that describes project in terms an engineer and lay person would understand, e.g. construct 0.5 miles of 6' sidewalks, high-visibility crossings at four intersections, and install one RRFB) Primary project improvements include construction of approx. 0.25 miles of a 10-foot-wide shared-use bicycle and pedestrian trail; ADA-compliant sidewalks, walkways, ramps, and connections; protected bicycle facilities integrated within a landscaped corridor median, enhanced pedestrian crossings and traffic calming improvements, high-visibility crosswalks and Rectangular Rapid Flashing Beacons (RRFBs), pedestrian refuge areas and bulb-outs at key crossings, corridor grading and earthwork, storm drainage and related infrastructure improvements.					
Description of Project (e.g. Project will construct 1 mile of 6' sidewalk along Church Street from 20th to 15th Streets and install a Rectangular Rapid Flashing Beacon at 18th and Church St.) The Blue River Rail Trail Corridor project will create approximately 1,200 linear feet of multimodal transportation infrastructure within an approximately 70-foot-wide former railroad corridor linking Pony Park, Historic Downtown Marysville, the renovated historic Union Pacific Depot, residential neighborhoods, schools, and the existing Blue River Rail Trail in Marysville, Kansas. The project is designed as a complete and independently functional multimodal transportation corridor that will provide immediate bicycle and pedestrian connectivity between major community destinations while strengthening regional trail access and transportation safety throughout the corridor.					
RR within 1/2 mile? Yes	RR Company Name Union Pacific	No. of Tracks 6	Existing Crossing Protection Bridge		

In accordance with the Bureau of Local Projects (BLP) Memo 88-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP), to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments. Please show your estimate of the cost for all work phases below.

Project Cost Estimate	Participating	Non-Participating	Total
PE (Design)	\$ 202,244.00	\$ 50,561.00	\$ 252,805.00
Utilities (non-participating)	\$ -	\$ -	\$ -
ROW (non-participating)	\$ -	\$ -	\$ -
CE (Inspection)	\$ 187,798.00	\$ 46,950.00	\$ 234,748.00
Construction Total	\$ 1,444,602.00	\$ 361,150.00	\$ 1,805,752.00
Project Totals	\$ 1,634,644.00	\$ 458,661.00	\$ 2,293,305.00

BE IT RESOLVED: the 20% match on participating phases in the amount of: City of Marysville, KS

are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the LPA are ineligible for federal funding and remain the responsibility of the LPA. Upon cancellation of the project by the LPA, the LPA shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Please sign below in accordance with your local policy.

Recommended for Approval:

Appropriate Local Officials

Josh Haverkamp - City Administrator

Title

MASTER AGREEMENT FOR ENGINEERING SERVICES

This Master Services Agreement is made and entered into this ____ day of _____, **2026**, by and between:

Municipality, a municipal corporation organized and existing under the laws of Kansas, with its principal office located at **ADDRESS**, Kansas (hereinafter referred to as the "Owner"),

AND

Engineering Firm, a licensed professional engineer, with a principal place of business at **ADDRESS**, Kansas (hereinafter referred to as the "Engineer").

1.0 - Scope of Services

- 1.1 The Engineer agrees to provide professional engineering services to the Owner, including but not limited to consultation, design review, project oversight, and technical support, as requested by the Owner.
- 1.2 Each Scope of Work (SOW) shall be requested by Owner and become part of this Agreement. No SOW shall become effective until executed by both parties. Each SOW shall be defined with the following:
 - A. Project Name and Description
 - B. Scope of Project
 - C. Deliverables
 - D. Schedule and Milestones
 - E. Compensation and Payment Terms

2.0 - Standard of Care

- 2.1 Engineer shall perform its services consistent with the degree of care and skill ordinarily exercised by members of the engineering profession practicing under similar circumstances in the same geographic region. No warranty or guarantee, express or implied, is made or intended by Engineer's performance of services.

3.0 - Term

- 3.1 This Agreement shall remain in effect for a duration of a five (5) year period or until terminated by either Party.
- 3.2 Either Party may terminate this Agreement as defined in within.

4.0 - Compensation

- 4.1 The Owner agrees to pay the Engineer a monthly fee of **Six Hundred Fifty Dollars (\$650.00)**. Fee shall be invoiced the first of each month and shall be payable in accordance with payment terms of this Agreement.

- 4.2 This fee includes general engineering support services including but not limited to telephone and in-person consultations, GIS mapping management, attendance at up to size (6) council meetings annually, and routine printing and scanning services.
- 4.3 Services beyond the monthly fee shall be authorized through a separate SOW and billed in accordance with the compensation terms specified therein.

5.0 - Payment

- 5.1 Payment to Engineer shall be made within thirty (30) days of invoice receipt.
- 5.2 Late payments may accrue interest fees permissible by law.

6.0 - Independent Contractor

- 6.1 The Engineer shall perform all services under this Agreement as an independent contractor and not as an employee of the Owner. Nothing in this Agreement shall be interpreted to establish any employment, partnership, joint venture, or agency relationship.

7.0 - Owner Responsibilities

- 7.1 Owner shall provide reasonably necessary information, access to personnel, systems, and facilities as may be required for each SOW. Owner shall designate a primary contact person who will be authorized to make decisions and approve deliverables on behalf of the Owner.
- 7.2 Engineer may rely upon the accuracy and completeness of information, data, surveys, reports, and other materials furnished by Owner or others retained by Owner. Engineer shall not be responsible for errors, omissions, or additional costs resulting from inaccurate or incomplete information provided by others.

8.0 - Licensing and Compliance

- 8.1 The Engineer shall maintain all necessary licenses and comply with all applicable laws, regulations, and codes in the performance of services under this Agreement.

9.0 - Insurance

- 9.1 The Engineer shall maintain professional liability insurance, general liability, automobile liability, workers compensation, and any other insurance required by law or reasonably requested by the Owner.

10.0 - Indemnifications

- 10.1 Owner shall indemnify and hold harmless Engineer from claims, damages, losses, and expenses arising from inaccurate information, directions, or materials provided by Owner.
- 10.2 To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner from claims, damages, losses, and expenses to the extent caused by the negligent acts, errors, or omissions of Engineer in the performance of services under this Agreement.

11.0 - Confidentiality

- 11.1 Each Party agrees to maintain the confidentiality of the other Party and to not use or disclose such information except as necessary to perform obligations of each SOW.

12.0 - Ownership and Use of Documents

- 12.1 All reports, drawings, specifications, calculations, electronic files, and other instruments of service prepared by Engineer shall remain the property of Engineer. Upon payment in full, Owner shall receive a non-exclusive license to use such documents solely for the purposes of the Project. Reuse of such documents without Engineer's written consent shall be at Owner's sole risk.

13.0 - Separation from Other Agreements

- 13.1 This Agreement is independent of and shall not be construed to modify, replace, or affect any other agreements currently in place between the Owner and the Engineer. Any such agreements shall remain in full force and effect unless separately amended in writing by the parties.
- 13.2 Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

14.0 - Termination

- 14.1 Either party may terminate this Agreement with thirty (30) days written notice. Upon termination, the Engineer shall be compensated for all services rendered up to the date of termination.

15.0 - Standard Terms and Conditions

- 15.1 Standard Terms and Conditions, provided as **Attachment A, General Provisions**, are hereby incorporated into this agreement.
- 15.2 This Agreement shall be governed by and construed in accordance with laws of the State of Kansas.
- 15.3 Force Majeure: Neither party shall be liable for delays or failures in performance resulting from causes beyond its reasonable control, including acts of God, severe weather, governmental actions, labor disputes, utility interruptions, or other force majeure events.
- 15.4 This Agreement, including all Attachments and executed Scopes of Work (SOW), constitutes the entire agreement between the parties and supersedes all prior discussions, representations, and agreements relating to the subject matter herein.

16.0 - Authorization

- 16.1 If the Scope of work and associated fees are accepted, please sign the attached Acceptance Sheet and return it to ENGINEER. The attached Standard Terms and Conditions along with signed acceptance will serve as the Agreement and our receipt of said documents will serve as Notice to Proceed.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER:

ENGINEER:

Signature

Signature

Printed Name

Printed Name

Date

Date

SAMPLE

ATTACHMENT A

GENERAL PROVISIONS

Access to Site: Unless otherwise stated, the OWNER shall grant or secure the legal right for Engineer to access the site for activities necessary for the performance of the services. Engineer will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage. The OWNER shall also grant Engineer access to city maps and records which are pertinent to the project.

Additional Services: If services are requested in addition to the scope of services, Engineer will invoice for such services at their published hourly billing rates. Engineer shall not commence work on additional services without prior written approval from the OWNER.

Billings and Payment: Engineer shall be responsible for submitting invoices to the OWNER at the times specified in the contract. If not specified in the contract/agreement, Engineer shall invoice for services rendered on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Engineer may, without waiving any claim or right against the OWNER, and without liability whatsoever to the OWNER, terminate the performance of the service. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all the account remains unpaid 90 days after billing, the OWNER shall pay all costs of collection, including reasonable attorney's fees.

Project Budget: The OWNER shall agree that project estimates furnished by Engineer for items including, but not limited to, land acquisition, repairs or modifications to existing facilities, new construction or services provided by others, are not a guarantee of the actual costs that will be incurred. Engineer agrees to exercise a standard measure of care in the preparation of cost estimates. The OWNER shall, in writing advise Engineer immediately upon receipt of cost estimate information if budgetary limitations appear to preclude implementation of the project as proposed.

Costs of Permits: Review fees and other direct expenses related to the cost of obtaining permits from governmental or regulatory entities shall be borne by the OWNER and are not included as a part of Engineer's fee unless stated otherwise within the Agreement.

Bidding Costs: Costs of advertising, printing of bidding documents, and other direct expenses related to bidding shall be borne by the OWNER and may be billed as a direct expense by Engineer. If Engineer determines a non-refundable purchase price of bidding documents paid by bidders and receives the proceeds thereof, the OWNER shall be exempt from said printings costs.

Dispute Resolution: Causes of action between the parties of this Agreement pertaining to acts, or failures to act, shall be deemed to have accrued and the applicable statutes of limitations shall begin to run not later than the date of Substantial Completion. Any claims or disputes made during design, construction or post-construction between the OWNER and Engineer shall be submitted to non-binding mediation. OWNER and Engineer agree to include a similar mediation agreement with all contractors, subcontractors, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Limitation of Liability: In recognition of the relative risks and benefits of the project to both the OWNER and Engineer, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, Engineer's total liability to the OWNER for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the Agreement from any cause or causes, shall not exceed the sum of fees covered in the agreement in which these provisions cover. Such causes include, but are not limited to, Engineer's negligent acts, errors, omissions, strict liability, breach of contract or breach of warranty. In no event shall either party be liable to the other for consequential, incidental, special, punitive, or indirect damages, including loss of profits, loss of use, or loss of business opportunities.

Termination of Services: The OWNER may terminate this contract at any time by giving at least thirty (30) days notice, in writing to Engineer. If the contract is terminated by the OWNER as provided herein, Engineer will be paid for the time provided and expenses incurred up to the termination date. Engineer will provide to the OWNER a detailed breakdown on all time and expenses.

Fee Adjustment: If protracted delays occur in the project for reasons beyond Engineer's control, Engineer may, at its option, negotiate with the OWNER an adjustment in compensation for services yet to be provided. The adjustment shall be derived from the impact of said delays due to factors including, but not limited to, changes in price indices and pay scales applicable to the period when services are rendered.

Hazardous Materials: If any hazardous materials are discovered by anyone on or about the project site, or it becomes known that such materials may be present at or adjacent to the project site, the existence of which may affect the performance of services under this Agreement, Engineer shall have the option, and without any liability, to suspend the performance of its services until the OWNER or the OWNER's contractors remove such hazardous material and certify that the project site is in complete compliance with all applicable laws and regulations.

ATTACHMENT B
STANDARD HOURLY BILLING RATES

EFFECTIVE THROUGH DECEMBER 31, 2026

PRINCIPAL ENGINEER	\$205.00
SENIOR ENGINEER.....	\$195.00
STRUCTURAL ENGINEER.....	\$190.00
DESIGN ENGINEER.....	\$125.00
ARCHITECT.....	\$175.00
PROJECT MANAGER.....	\$185.00
LAND SURVEYOR	\$145.00
2 MAN SURVEY CREW.....	\$192.00
1 MAN SURVEY CREW.....	\$135.00
TECHNICIAN (ENG, SURVEY, CADD).....	\$102.00
TECHNICIAN ASSISTANT.....	\$90.00
CONSTRUCTION INSPECTOR II	\$100.00
CONSTRUCTION INSPECTOR I.....	\$97.00
RECEPTIONIST, ADMIN/OFFICE. ASST.....	\$65.00
STANDARD VEHICLE MILEAGE.....	\$0.76
SURVEY CREW MILEAGE.....	\$1.00
MEALS.....	\$59.00/Day
PRINTING (Large Scale Prints).....	\$3.00/Page
SCANNING (Large Scale Prints)	\$2.00/Page
<i>Bulk printing and scanning discounts available for multiple-page orders.</i>	

SCOPE OF WORK NO. ##
UNDER MASTER AGREEMENT FOR ENGINEERING SERVICES

****Each SOW will be customized to Project specific needs****

This Scope of Work (SOW) is entered into pursuant to the Master Agreement for Engineering Services dated [MSA Agreement Date] between this **Municipality** and **Engineering Firm**.

1.0 - Project Information

Effective Date:

SOW Number:

Project Name:

Project Location:

Owner Project Manager:

Engineer Project Manager:

2.0 - Scope of Project

2.1 Engineer shall provide professional engineering services related to:

A. [Brief description of project purpose and objectives]

3.0 - Deliverables

- 3.1 Engineer shall provide Preliminary Engineering Report (PER), 60% design plans review, 90% design plans for review, Final signed and sealed plans, technical specifications, Engineer's opinion of probable cost, bidding documents, permit application materials, and construction observation. ***Use only project specific items***
- 3.2 If construction services are requested, Engineer will attend preconstruction meeting, review shop drawings, respond to RFI's, conduct periodic site visits, review pay applications and prepare punch list. ***Use only if project requested***
- 3.3 Services specifically excluded unless authorized in writing and will constitute as Additional Services may include but are not limited to: environment investigations, hazardous materials assessment, geotechnical services, surveying, construction staking, easement acquisitions, grant administration, change order negotiations, litigation support, and expert witness advice.

4.0 - Schedules and Milestones ***Use only one project specific schedule/milestones***

- 4.1 It is understood that the Owner would like the project ready to start construction by [DATE]. Engineer would anticipate having deliverables submitted to meet this date with written authorization (see ACCEPTANCE below) received back within 10 business days of the date of this SOW. This timeline is not taking into consideration the time it may take for government agencies to complete their review process.

4.2 With written authorization (see ACCEPTANCE below) received by end of business day, **Monday, MONTH DAY, YEAR** – Engineer will have deliverables submitted to Owner on or **before MONTH DAY, YEAR**.

4.3 Milestones

Notice to Proceed:

Preliminary Design:

Design Completion:

Bidding Phase:

Construction:

Final Completion:

5.0 - Compensation and Payment Terms *Use only one project specific compensation package*

5.1 Lump Sum Fee:

A. Payment Schedule:

Preliminary Design:

Final Design:

Bidding Phase:

Construction Phase:

5.2 Hourly Estimated Fee:

A. Services shall be billed in accordance with current Standard Hourly Billing Rate Schedule attached to the Master Agreement. Estimate fee is not guaranteed maximum unless specifically stated.

5.3 Reimbursable Expenses shall be reimbursed at cost plus ten percent (10%).

6.0 - Owner Responsibilities

6.1 Owner shall provide decisions within fourteen (14) days of request, provide available utility information, provide access to property, designate a single representative.

6.2 Delays caused by the Owner shall entitle the Engineer to schedule adjustments and additional compensation as appropriate.

7.0 - Additional Services

7.1 Additional Services not specifically identified in this SOW require written authorization by Owner and shall be compensated according to the Master Agreement.

7.2 Changes in project scope, schedule, permitting requirements, project size, regulatory requirements, or Owner requests shall require written amendment executed by both parties.

8.0 - Authorized Representatives *Define only one project specific authorized rep.*

8.1 Owner: Mayor, City Administrator, Public Works Director

8.2 Engineer: Principal Engineer, Project Manager

9.0 - Acceptance

9.1 Changes to this SOW may only be authorized by those authorized representatives as stated above. Parties agree to the terms of this SOW. Notice to Proceed shall occur upon execution of this SOW by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER:

ENGINEER:

Signature

Signature

Printed Name

Printed Name

Date

Date

BALANCE IN FUNDS AS OF AUGUST 2026

General	1,658,242.76	Cemetery Endowment	37,481.62
Water Revenue	816,694.29	Library Revolving	20,064.91
Sewage Revenue	855,040.24	Library	-
Street & Highway	83,981.48	Library Employee Benefit	-
Airport Revolving	54,397.88	Swimming Pool Sales Tax	2,563,713.82
Sewer Replacement	273,870.13	Special Law Enforcement	18,108.90
Bond & Interest	70,008.16	Special Parks & Recreation	95,042.08
Bond & Interest #1	64,096.20	Koester Block Maintenance	23,437.28
Bond & Interest #1A	241,191.49	Employee Benefit	206,497.67
Special Improvements	-	Transient Guest Tax	118,224.04
Industrial	213,235.32	Mun. Equip Reserve	405,750.65
Economic Development	61,388.11	Capital Improvements	67,423.22
Fire Equipment Reserve	431,656.70	Sales Tax Improvements Fund	1,207,229.47
Fire Insurance Proceeds	-	Water Utility Reserve	692,966.51
			\$ 10,279,742.93

Bonds of City Outstanding	\$ 824,200.52
Revolving Loans	\$ 2,048,155.76
Water Collection - AUG	\$ 113,249.95
Sewage Collection - AUG	\$ 108,158.97
Investment of Idle Funds	\$ -
Lease Purchase - Vac Truck	\$ 42,597.46
Lease Purchase - Fire Station / Lights	\$ 267,701.63
Lease Purchase - 15th st Stom Sewer	\$1,347,176.36

Outstanding		Collections		Outstandings	Total	
Collections:	State Set Off	Bureau(CBK)				
Water/Sewer	\$ 49,573.98	\$ 5,348.81	\$	40,025.80	\$ 94,948.59	
Municipal Court	\$ 7,287.14	\$ 18,430.20	\$	67,252.19	\$ 92,969.53	10 Yr Total

Respectively Submitted,

SAMANTHA RALPH
City Clerk

CITY CLERK'S FINANCIAL REPORT
FOR AUG 2026

RECEIPTS:

AUG	Date	Name	Item	Dollar
	3-Aug	OFF MY ROCKER	2ND HALF FOOD TRUCK LICENSE	\$ 150.00
	4-Aug	DANIEL HERSCHLAG	1411 ELM ST CONNECT FEE	\$ 60.00
	4-Aug	KAITLYN PETERS	1004 WALNUT CONNECT FEE	\$ 60.00
	4-Aug	ASHLEIGH HERSCHLAG	403 CAROLINA	\$ 60.00
	5-Aug	RODNEY IMHOFF	WEST 1/2 LOT 6 BLOCK 2-4 SPACES (CEMETERY)	\$ 200.00
	6-Aug	KANSAS GAS	FRANCHISE FEE	\$ 4,999.91
	6-Aug	ELM CREEK TOWNSHIP	FIRE CONTRACT	\$ 12,645.16
	6-Aug	CARLOTTA ERICKSON	MERCANTILE RENT 908 ELM	\$ 800.00
	10-Aug	MARSHALL COUNTY	NATIONAL NIGHT OUT	\$ 5,000.00
	10-Aug	PEAK CONSTRUCTION	BUILDING PERMIT #2263	\$ 1,733.20
	10-Aug	JEFF MCCRANE	BULDING PERMIT #2264	\$ 43.20
	10-Aug	NICK RENGSTORF	LOT SPLIT FEE	\$ 25.00
	11-Aug	WILLIAM CHILDERS	DOG TAG #166	\$ 15.00
	14-Aug	PARKS DONATION BOX	PARKS DONATION	\$ 60.00
	14-Aug	TERAH MARTIN	DOG TAG #167	\$ 15.00
	14-Aug	LOGAN WITTER	210 N 7TH CONNECT FEE	\$ 60.00
	17-Aug	ANTHONY ESCALANTE	INVOICES #4918, 4907, 4876	\$ 19.94
	18-Aug	NEMAHA MARSHAL	JULY FRANCHISE FEE	\$ 94.65
	18-Aug	JONATHAN HAGGARD	310 JENKINS CONNECT FEE	\$ 60.00
	19-Aug	ALYSSA LOMBARDI	306 N 18TH CONNECT FEE	\$ 60.00
	19-Aug	SANDY KELLER	INVOICE #4927 URN BURIAL RONALD & LAUREL JOHN	\$ 150.00
	21-Aug	PARKS DONATION BOX	PARKS DONATION	\$ 123.00
	21-Aug	SOUTHWESTERN BELL TELEPHONE	FRANCHISE FEE	\$ 70.00
	24-Aug	DAWNA FRAKES	BURIAL SHERYLL MICHAEL & DEAN MORRIS	\$ 150.00
	24-Aug	KINSLEY MORTUARY	INVOICE 4926 BURIAL LANNY CARPENTER & LORNA	\$ 300.00
	26-Aug	MIKE MASCHMEIER	UTV LICENSE #23	\$ 100.00
	26-Aug	TYLER WARREN	BOARD OF APPEALS ZONING	\$ 125.00
	27-Aug	BILLY BEDNAR	INV 4928 DIG UP & REBURY BETTY EICHELBERGER	\$ 400.00
	27-Aug	MICHAEL MAHLOCH	206 N 10TH N APT CONNECT FEE	\$ 60.00
	28-Aug	VERIZON	FRANCHISE FEE	\$ 950.00

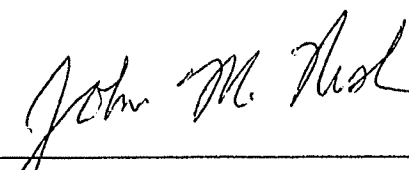
DEPOSITED IN CITIZENS STATE BANK FOR		\$ 28,589.06
ACCOUNT OF CITY TREASURER		
General Fund	\$ 27,986.06	
Water Revenue Fund	\$ 420.00	
Koester Block Maintenance Fund	\$ -	
Pool	\$ -	
Water Utilities	\$ -	
Special Law	\$ -	
Airport Revolving	\$ -	
Sewer	\$ -	
Special Parks	\$ 183.00	
	\$ 28,589.06	

UNADJUSTED STATEMENT OF REVENUES				
AND				
BUDGET APPROPRIATIONS				
AS OF AUGUST 31, 2026				
FUND	BUDGETED	1,647,327	BUDGET BALANCE	PERCENT RECEIVED
GENERAL:		7,028		
TAX DISTRIBUTIONS	1,952,011	1,811,864	(140,147)	93%
ASSESSMENTS (weed/st)	2,500	2,258	(243)	90%
INTEREST	5,500	12,641	7,141	230%
FRANCHISE FEES	460,000	348,959	(111,041)	76%
LICENSES	10,600	6,722	(3,878)	63%
PERMITS	10,840	8,659	(2,181)	80%
GRANTS	0	173,000	173,000	#DIV/0!
HIGHWAY MAINTENANCE	14,000	17,557	3,557	125%
RURAL FIRES	57,000	58,936	1,936	103%
BURIAL ORDERS	12,000	13,000	1,000	108%
CEMETERY DEEDS	1,500	750	(750)	50%
VEHICLE ASSESSMENT	0	0	0	#DIV/0!
MUNICIPAL COURT	40,000	36,976	(3,024)	92%
IMPOUNDING FEES	1,500	970	(530)	65%
CONTRACT/RENTS	7,000	11,050	4,050	158%
GIFTS-DONATIONS	0	11,600	11,600	#DIV/0!
REIMBURSEMENTS	1,250	5,200	3,950	416%
MISCELLANEOUS	25,000	22,627	(2,373)	91%
TRANSFERS	605,000	428,340	(176,660)	71%
TOTAL	3,205,701	2,971,107	(234,594)	93%
2023 CASH CARRYOVER	456,228			
		672,717		
WATER REVENUE:		14,755		
WATER SALES	1,116,360	797,329	(319,031)	71%
INSTALL CHARGES/RECONNEC	33,500	15,804	(17,696)	47%
PENALTIES	6,800	6,952	152	102%
SALES TAX	12,000	12,075	75	101%
INTEREST	4,000	5,601	1,601	140%
MISCELLANEOUS	5,000	666	(4,334)	13%
TOTAL	1,177,660	838,428	(339,232)	71%
2025 CASH CARRYOVER	450,554			
		633,487		
SEWAGE REVENUE:		370		
SEWAGE CHARGES	1,063,269	842,875	(220,394)	79%
PERMITS/ASSESSMENTS	1,500	740	(760)	49%
PENALTIES	9,608	10,988	1,380	114%
INTEREST	3,000	5,114	2,114	170%
REIMBURSED EXPENSE	100	68	(32)	68%
MISCELLANEOUS	1,000	792	(208)	79%
TOTAL	1,078,477	860,577	(217,900)	80%
2025 CASH CARRYOVER	417,320			
		121,500		
STORM WATER REVENUE:		340		
STORM WATER SEWER	0	141,553	0	#DIV/0!
TOTAL	0	141,553	0	#DIV/0!
2025 CASH CARRYOVER				

UNADJUSTED STATEMENT OF EXPENDITURES				
AND				
BUDGET APPROPRIATIONS				
AS OF AUGUST 31, 2026				
FUND	BUDGET APPROPRIATION	EXPENDITURES TO DATE	BUDGET BALANCE	PERCENT EXPENDED
GENERAL:				
ADMINISTRATION	607,843	434,252	173,591	71%
POLICE	936,561	500,495	436,066	53%
MUNICIPAL COURT	86,898	52,922	33,976	61%
FIRE	131,042	113,100	17,942	86%
STREET	621,102	286,546	334,556	46%
PARKS	211,421	147,958	63,463	70%
RECREATION	108,480	68,211	40,269	63%
CEMETERY	241,466	140,738	100,728	58%
TRAFFIC CONTROL	48,250	12,675	35,575	26%
HEALTH & SAN.	226,100	135,756	90,344	60%
STREET LIGHTING	130,500	52,250	78,250	40%
FORESTRY	10,050	1,721	8,329	17%
AIRPORT	25,950	7,840	18,110	30%
TRANSFERS	60,000	37,868	22,132	63%
ART CENTER/MAIN STREET	19,500	26,569	(7,069)	136%
GRANTS/GIFTS	5,000	749	4,251	15%
TORT LIABILITY	69,500	27,276	42,224	39%
NOXIOUS WEED	920	0	920	0%
TOTAL	3,540,583	2,046,928	1,450,511	58%
WATER REVENUE:				
PRODUCTION	149,479	184,813	(35,334)	124%
T & D	863,697	257,770	605,927	30%
COMMERCIAL & GENERAL	130,946	81,458	49,488	62%
NON-OP. EXPENSE+TORT	25,750	13,172	12,578	51%
TRANSFER TO B&I #1	170,000	113,340	56,660	67%
TRANSFER TO W. UTIL. RES	45,000	30,000	15,000	67%
TRANSFER TO GENERAL	50,000	40,000	10,000	80%
TOTAL	1,434,872	720,553	714,319	50%
SEWAGE REVENUE:				
COMMERCIAL & GENERAL	80,600	51,429	29,171	64%
STORM WATER SEWER	0		0	#DIV/0!
COLLECTIONS	772,059	260,325	511,734	34%
PROCESSING	52,175	44,712	7,463	86%
TRANSFER TO SEW REPL.	55,000	66,668	(11,668)	121%
TRANSFER TO B&I #1 A	375,000	111,740	263,260	30%
TRANSFER TO GENERAL		40,000	(40,000)	#DIV/0!
NON-OP TORT	5,000		0	0%
NON-OP GEN/ADMIN			0	0%
TOTAL	1,339,834	574,873	759,961	43%
STORM WATER REVENUE:				
STORM WATER SEWER	0	195,577	0	#DIV/0!
TOTAL	0	195,577	0	#DIV/0!

JUDGES REPORT

August REPORT	\$1,707.00
BOND REPORT	\$12,035.00
OTAL	\$13,742.00
RESTITUTION	(-\$162.99)
RESTITUTION	(-2,202.41)
RESTITUTION	(-2,000.00)
RESTITUTION	(-963.53)
RESTITUTION	(-1050.00)
RESTITUTION	(-395.00)
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	
Baustert – 26CR15425 – Waiting on	+25.86
Diversion to apply amount	
CK BOOK TOTAL	6,423.19
Check #2113-City Treasurer Jan Fines	(- \$1,566.00)
Check #2114-KS State Treasurer	(-\$141.00)
TOTAL	\$ 4,716.19


MUNICIPAL COURT JUDGE

9-2-2026

JUDGES REPORT

August REPORT	\$1,707.00
BOND REPORT	\$12,035.00
OTAL	\$13,742.00
RESTITUTION	(-\$162.99)
RESTITUTION	(-2,202.41)
RESTITUTION	(-2,000.00)
RESTITUTION	(-963.53)
RESTITUTION	(-1050.00)
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TOTAL	\$ 4,716.19

08/31/2026

Receipts Report for the period 08/01/2026 to 08/31/2026

Page 1

Date	Case #	Name	NSF Receipt #	Pay Type	Reference #	Received By	Total Paid
08/03/2026							
	26CR15289	Musick, Christopher J	☐ 6742	Cash		Danielle	\$20.00
	JBEF		\$1.00	LETC		\$2.50	
	Municipal Court Fees		\$16.50				
	24CR15082	ODonnell***, Sherry K	☐ 6744	Check	1318	Danielle	\$60.00
	Defense Attorney Fees		\$60.00				
	24CR15181	Pingel***, Cole Wyatt	☐ 6743	Credit Card	151090334	Danielle	\$20.00
	Fines		\$20.00				
	25TR15171	Zimmerling, Gregory J	☐ 6745	Cash		Danielle	\$260.00
	Fines		\$150.00	DUI Diversion		\$100.00	
	Traffic Diversion		\$10.00				
	25TR15171	Zimmerling, Gregory J	☐ 6746	Cash		Danielle	\$90.00
	Traffic Diversion		\$90.00				
Totals for 08/03/2026:						\$450.00	
08/05/2026							
	24CR14436	Brazzle***, Tammy	☐ 6748	Money Order	5893	Danielle	\$25.00
	Defense Attorney Fees		\$25.00				
	26CR15291	Field, Aaron J	☐ 6751	Cash		Danielle	\$10.00
	LETC		\$10.00				
	25TR15216	Worthington, Wesley James	☐ 6747	Cash		Danielle	\$20.00
	Fines		\$20.00				
Totals for 08/05/2026:						\$55.00	
08/11/2026							
	25TR15280	Richerson, Niel M	☐ 6749	Credit Card	151505798	Danielle	\$100.00
	Municipal Court Fees		\$50.00	Defense Attorney Fees		\$50.00	
Totals for 08/11/2026:						\$100.00	
08/12/2026							
	21TR13794	Shepardson, Karl M	☐ 6750	Cash		Danielle	\$35.00
	Restitution		\$35.00				
Totals for 08/12/2026:						\$35.00	
08/14/2026							
	25TR15325	Gordon, Felicia K	☐ 6752	Credit Card	151673034	Danielle	\$25.00
	JBEF		\$1.00	LETC		\$22.50	
	Municipal Court Fees		\$1.50				
Totals for 08/14/2026:						\$25.00	
08/17/2026							
	23CR14724	Ackerman, Lavern	☐ 6753	Cash		Danielle	\$10.00
	Fines		\$10.00				
	25CR15208	Crow, John Ray	☐ 6754	Cash		Danielle	\$7.00
	Fines		\$7.00				
Totals for 08/17/2026:						\$17.00	
08/19/2026							
	26CR15362	Burnley, Mark S	☐ 6758	Cash		Danielle	\$500.00
	JBEF		\$1.00	LETC		\$22.50	
	Municipal Court Fees		\$76.50	Fines		\$200.00	
	Criminal Diversion		\$200.00				
	26CR15292	Gonzalez****, Jayden R	☐ 6756	Cash		Danielle	\$50.00
	Fines		\$50.00				

08/31/2026

Receipts Report for the period 08/01/2026 to 08/31/2026

Page 2

Date	Case #	Name	NSF Receipt #	Pay Type	Reference #	Received By	Total Paid
	25TR15280	Richerson, Niel M	☐ 6755	Credit Card	151841606	Danielle	\$150.00
		Defense Attorney Fees	\$150.00				
					Totals for 08/19/2026:		\$700.00
08/21/2026							
	25TR14439	Wieland, Evangela S	☐ 6757	Credit Card	151930502	Danielle	\$50.00
		Restitution	\$50.00				
					Totals for 08/21/2026:		\$50.00
08/27/2026							
	24CR15181	Pingel***, Cole Wyatt	☐ 6759	Credit Card	152188562	Danielle	\$20.00
		Fines	\$20.00				
					Totals for 08/27/2026:		\$20.00
08/28/2026							
	26CR15297	Bowers, Kendal M	☐ 6761	Bond Applied	Bond ID = 1076	Danielle	\$100.00
		JBEF	\$1.00	LETC		\$22.50	
		Municipal Court Fees	\$76.50				
	25CR15121	Busch****, Timothy	☐ 6760	Cash		Danielle	\$20.00
		Fines	\$20.00				
	26CR15479	Droge, Joseph LS	☐ 6762	Bond Applied	Bond ID = 1077	Danielle	\$100.00
		JBEF	\$1.00	LETC		\$22.50	
		Municipal Court Fees	\$76.50				
	25CR15200	Steinke, Karah M	☐ 6763	Credit Card	152244030	Danielle	\$35.00
		JBEF	\$1.00	LETC		\$22.50	
		Municipal Court Fees	\$11.50				
					Totals for 08/28/2026:		\$255.00
Grand Totals by Fee:			Grand Totals by Payment Type:			Grand Total:	\$1,707.00
	JBEF	\$6.00		Bond Applied	\$200.00		
	LETC	\$125.00		Cash	\$1,022.00		
	Municipal Court Fees	\$309.00		Check	\$60.00		
	Fines	\$497.00		Credit Card	\$400.00	NSF Adjustment:	\$0.00
	ADSAP	\$0.00		Money Order	\$25.00		
	Restitution	\$85.00					
	DUI Diversion	\$100.00					
	Traffic Diversion	\$100.00					
	Bond	\$0.00					
	Defense Attorney Fees	\$285.00					
	Returned Check Charge	\$0.00					
	In State Reinstatement	\$0.00					
	Expungement Fee	\$0.00					
	KBI Fee	\$0.00					
	Community Service	\$0.00					
	Warrant Fee	\$0.00					
	UA Fee	\$0.00					
	UA Lab Fee	\$0.00					
	Insufficient Funds	\$0.00					
	Criminal Diversion	\$200.00					
	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>\$6.00</u>
D.	LAW ENFORCEMENT TRAINING CENTER FUND	<u>\$135.00</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>

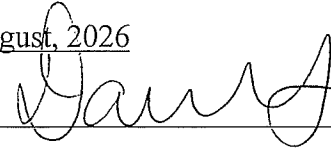
TOTAL REMITTANCE \$141.00

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 August, 2026

Municipal Court of Marysville

Authorized Signature



Date: 08/31/2026

Treasurer's Use Only:

Check# _____

Date _____

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

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: Anita Welch

Address: [REDACTED]

Contact Number: [REDACTED]

Date to Appear before Council: 9-14-2026

What Organization are you representing: Marysville U.P. Depot Preservation Society

What are you requesting: _____

Closure of S Hedrix - Sat 9/26 - 12-noon - 11pm

When will the event be held if applicable: Historic Depot

Where will the event be held if applicable: _____

Anita Welch
Signature

9/9/2024
Date

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

CITY CLERK'S WARRANT REGISTER

PAGE 1 OF 5

SEPTEMBER 14, 2026 -----ORDINANCE NO. 3880

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:		
FUND		
100	GENERAL	\$ 130,871.63
200	WATER REVENUE	17,522.83
300	SEWAGE REVENUE	14,469.91
400	STREET & HIGHWAY	20,651.91
512	LIBRARY REVOLVING	7,784.62
600	SWIMMING POOL SALES TAX	12,033.05
707	KOESTER BLOCK MAINTENANCE	838.71
711	EMPLOYEE BENEFIT	11,884.33
715	TRANSIENT GUEST TAX	6,110.37
800	SALES TAX IMPROVEMENT	<u>5,018.72</u>
	TOTAL ORDINANCE	\$ 227,186.08

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3880 9/14/2026

Date: 09/10/2026

Time: 12:28 pm

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ACKERMAN LOCK & KEY	523	KEY REPLACEMENT, PADLOCKS, CYLINDER REPAIR	0	00/00/0000	478.26
				Vendor Total:	478.26
AFLAC INC	2918	VISION INSURANCE PREM-SEPT	55865	08/28/2026	178.29 H
				Vendor Total:	178.29
AFLAC-REMITTANCE PROCESS-EF	528	EMPLOYEE INSURANCE PREM-SEPT	0	00/00/0000	1,467.16
				Vendor Total:	1,467.16
B & W ELECTRIC INC	481	GRAVE OPEN-M NELSON, G WILSON BLOWER MOTOR & HVAC	0	00/00/0000	1,223.97
				Vendor Total:	1,223.97
BARCO MUNICIPAL PRODUCTS	0432	PET WASTE TRASH BAGS	55870	08/28/2026	180.06 H
				Vendor Total:	180.06
BEHRENS, LISA M	3041	JANITORAL SERVICE-CITY HALL AUGUST X4	0	00/00/0000	360.00
				Vendor Total:	360.00
BERRY TRACTOR	2920	STREET SWEEPER BROOMS 1-MAIN & 6 SIDE BROOMS	0	00/00/0000	2,824.31
				Vendor Total:	2,824.31
BG CONSULTANTS, INC.	0823	ENGINEER 12TH/12TH/KEYSTONE RD	0	00/00/0000	4,620.96
				Vendor Total:	4,620.96
BLUE VALLEY TECHNOLOGIES	1380	TELEPHONE, INTERNET, SECURITY 09/01/26-09/30/26	55872	09/02/2026	1,516.38 H
				Vendor Total:	1,516.38
BRT PLUMBING & HVAC, LLC	3022	FINISH FLOOR DRAINS, POOL PARTS PD&POOL WATER	0	00/00/0000	1,857.53
				Vendor Total:	1,857.53
BRUCE'S BODY SHOP, INC.	0158	TOW & STORAGE NUISANCE VEHICL GMC ACADIA	0	00/00/0000	500.00
				Vendor Total:	500.00
CCS PRESENTATION SYSTEMS	2743	REPAIR CITY HALL AUDIO SYSTEM	0	00/00/0000	550.00
				Vendor Total:	550.00
CENTURY BUSINESS SYSTEMS	2009	RICOH IMC2510-COPIER-PD COLOR COPY OVERAGE	0	00/00/0000	28.83
				Vendor Total:	28.83
CENTURY BUSINESS TECHNOLOG	2731	QTR BASE RATE CHARGE & OVERAGE CITY HALL COPIER	0	00/00/0000	1,530.00
				Vendor Total:	1,530.00
CES GROUP P.A.	0172	ANIMAL SHELTER-SITE SURVEY & ARCHITECTUAL DESIGN	0	00/00/0000	4,532.50
				Vendor Total:	4,532.50
CITIZENS STATE BANK	0050	PAYROLL #761	55871	09/01/2026	62,124.51 H
				Vendor Total:	62,124.51
COLUMN SOFTWARE PBC	2923	ZONING HEARING-1207 PARK PLACE TREASURER'S REPORT 6-30-26	0	00/00/0000	140.75
				Vendor Total:	140.75
COMMERCE BANK-COMMERCIAL (	2055	HOTEL, ANIMAL SHELTER LICENSE REDDOT PISTOL INSTR, SAFETY VST	0	00/00/0000	2,787.87
				Vendor Total:	2,787.87
COMMUNITY MEMORIAL HEALTHC	568	LAB WORK	0	00/00/0000	15.00
				Vendor Total:	15.00
CROME LUMBER INC.	2235	CAULK, UPS CHARGES, TOOLS PAINT THINNER	0	00/00/0000	251.99

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3880 9/14/2026

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
Vendor Total:					251.99
CROWNOVER AUTO SALES	3004	OIL FILTER, OIL & CHANGE 2023 DURANGO #1007	0	00/00/0000	74.91
Vendor Total:					74.91
ECHO ELECTRIC	1629	BECON BULBS FOR AIRPORT	0	00/00/0000	144.56
Vendor Total:					144.56
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA & MEDICARE PR #761	0	00/00/0000	20,606.29
Vendor Total:					20,606.29
EHNEN'S AUTOMOTIVE	2082	BATTERIES, CABIN FILTER AIR FILTER,HEATER HOSE&FITTING	0	00/00/0000	753.48
Vendor Total:					753.48
EVERGY	1401	ELECTRICITY 7/22/26-8/20/26	55866	08/28/2026	6,431.40 H
EVERGY	1401	ELECTRICITY 7/22/26-8/20/26	55873	09/02/2026	13,248.48 H
Vendor Total:					19,679.88
HAWKINS, INC	1493	AZONE 15,HYDROCHLORIC ACID, PUMP TUBE, CHLORINE	0	00/00/0000	4,613.13
Vendor Total:					4,613.13
HILLTOP TIRES LLC	2842	MOUNT TIRES & BALANCE TRUCK#5006	0	00/00/0000	120.00
Vendor Total:					120.00
HOMETOWN LUMBER, INC.	987	PAINT, ROLLER, SCRUB BRUSH, BROOM HANDLES,GREASE GUN	0	00/00/0000	420.92
Vendor Total:					420.92
IDNTITEEZ	1957	COROPLASTIC SIGNS-DARGATZ	0	00/00/0000	138.00
Vendor Total:					138.00
IRON HORSE TRAINING & FITNESS	2821	ELMPLOYEE GYM MEMBERSHIPS AUGUST	0	00/00/0000	186.00
Vendor Total:					186.00
K.P.E.R.S - 457 - EFT	3002	PR#760-RETIREMENT CONTRIBUTION	0	00/00/0000	303.00
Vendor Total:					303.00
K.P.E.R.S. EFT	0103	PR#761 OPTIONAL GROUP LIFE	0	00/00/0000	14,237.64
Vendor Total:					14,237.64
KANSAS ONE-CALL SYSTEM, INC	838	LOCATES AUGUST (55)	0	00/00/0000	73.15
Vendor Total:					73.15
KANSAS PAYMENT CENTER	1238	WITHHOLDING MS11DM000016	0	00/00/0000	166.14
Vendor Total:					166.14
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHOLDING-PR#761	0	00/00/0000	4,082.49
Vendor Total:					4,082.49
KOESTER HOUSE RESTAURANT	0559	REIMBURSMENT REPAIR WATER LINE	0	00/00/0000	518.85
Vendor Total:					518.85
KRAMER OIL CO., INC	0035	GASOLINE, DIESEL & OIL	0	00/00/0000	10,158.63
Vendor Total:					10,158.63
MAR KAN SALES CO.	0121	POOL CONSESSIONS	0	00/00/0000	399.30
Vendor Total:					399.30
MARSHALL CO ARTS COOPERATI	1926	ANNUAL ART CENTER MANAGEMENT SERVICE FEES-9/26/26	0	00/00/0000	2,000.00
Vendor Total:					2,000.00
MARYSVILLE ADVOCATE	0017	AD COMMUNITY MEETING-DARGATZ	0	00/00/0000	120.00
Vendor Total:					120.00
MARYSVILLE AMBULANCE SERVIC	0072	AMBULANCE CONTRACT PAYMENT	0	00/00/0000	15,784.00
Vendor Total:					15,784.00
MARYSVILLE POSTMASTER	0340	UTILITY BILLS-SEPTEMBER	55874	09/04/2026	700.90 H

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	700.90
MARYSVILLE READY MIX, INC	0089	FILL SAND	0	00/00/0000	25.00
				Vendor Total:	25.00
NET AT WORK LLC	2223	COV BACKUP,MICROSOFT 365, UBIQUITI VIRTUAL HOSTING	0	00/00/0000	1,196.80
				Vendor Total:	1,196.80
ONEMARYSVILLE	0013	PONY EXPRESS BARN/MUSEUM CONSULTANT	0	00/00/0000	6,000.00
				Vendor Total:	6,000.00
PEPSI-COLA BOTTLING CO.	0478	POOL CONCESSIONS	0	00/00/0000	19.00
				Vendor Total:	19.00
PRAIRIE VALLEY VETERINARY CLI	2243	VACCINATIONS-HOPE SPAY-SKYE/HOPE & NEUTER-BRUNO	0	00/00/0000	410.20
				Vendor Total:	410.20
PRINTING SYSTEMS, INC	0367	500-UTILITY FORMS/BILLS TYLER/FUND BALANCE	0	00/00/0000	111.38
				Vendor Total:	111.38
QUILL CORPORATION	0132	COPY PAPER, PAPER TOWELS, INK CARTRIDGE, MAILING LABELS	0	00/00/0000	7,212.26
				Vendor Total:	7,212.26
ROSEBAUGH JANITORIAL SERVIC	2043	JANITORIAL SERVICES @ pd AUGUST X8	0	00/00/0000	600.00
				Vendor Total:	600.00
SIDEWALK COST SHARE REIMBUF	2423	COST SHARE/SIDEWALK INSTALL GALE SCHROEDER 408 N 14	0	00/00/0000	340.60
				Vendor Total:	340.60
SPELLMEIER AUTOMOTIVE	2988	OIL CHANGE TRUCK #15001	0	00/00/0000	94.75
				Vendor Total:	94.75
SUNDERLAND & MISHLER LAW	2982	LEGAL SERVICES-AUGUST	0	00/00/0000	2,400.00
				Vendor Total:	2,400.00
TEMPS DISPOSAL SERVICE INC	0012	TRASH SERVICE-AUGUST	0	00/00/0000	530.00
				Vendor Total:	530.00
TRACTOR SUPPLY CREDIT PLAN	2907	DOG LEASH, DOG BOWL, SPRINKLER EXTENSTION CORD,TORDON,PLUNGER	0	00/00/0000	483.31
				Vendor Total:	483.31
TRUCK REPAIR PLUS, INC.	1715	BATTERY MASTR DISCONNECT SWITC BATTERY CABLES	0	00/00/0000	540.51
				Vendor Total:	540.51
VALLEY VET SUPPLY	0166	DOG BOWLS	0	00/00/0000	19.90
				Vendor Total:	19.90
VANCE BROTHERS LLC	2127	5679 GALLON ROAD OIL CHIP & SEAL	0	00/00/0000	19,730.61
				Vendor Total:	19,730.61
VERIZON CONNECT	2848	VEHICLE TRACKING X10	0	00/00/0000	197.98
				Vendor Total:	197.98
VERIZON WIRELESS	2146	CELL PHONE, HOT SPOTE CAMERA 7/21/26-8/20/26	55869	08/28/2026	897.11 H
				Vendor Total:	897.11
WAL-MART TREVIPAY	1254	COFFEE, CREAMER, AIR FRESHNER CLORAX, COMET, RETIRMENT CARD	0	00/00/0000	62.03
				Vendor Total:	62.03
WESTBROOK LAW OFFICE, LLC	2948	LEGAL SERVICES-MUNICIPAL COURT	0	00/00/0000	2,485.00
				Vendor Total:	2,485.00

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

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City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
WORLD INSURANCE ASSOCIATES	2793	RENEWAL OF AVIATION INSURANCE EFFECTIVE 10/1/26	0	00/00/0000	1,380.00
Vendor Total:					1,380.00
Grand Total:					227,186.08
Less Credit Memos:					0.00
Net Total:					227,186.08
Less Hand Check Total:					85,277.13
Outstanding Invoice Total :					141,908.95
Total Invoices:		68			



September 10, 2026

Dear Honorable Mayor and City Councilmembers,

Administration & Finance Committee Meeting Summary - August 31, 2026

Present:

Mayor Todd Frye
Tyler Warren, Councilperson - Chairperson
Kris Schrater, Councilperson
Cherie Ferris, Councilperson
Josh Haverkamp, City Administrator (CA)
Sammy Ralph, City Clerk
Tyler Holloman, Frontier Development Group (FDG)
Courtney Brummer
Kevin Evenson

Topic 1: FDG Waterline Project

Tyler Holloman, FDG, presented options for a cost share on the Waterline Extension Project. The committee discussed the options presented. FDG will reach out to Larson Construction regarding an increase in pipe size from 2" to 4".

Topic 2: Exit Interviews

The committee and the Mayor conducted exit interviews with Courtney Brummer and Kevin Evenson. The exit interview with Brian Guenther will be rescheduled to a later date.

Topic 3: OneMarysville Lease Agreement

The committee discussed the current lease agreement with OneMarysville for the building at 617 Broadway. The committee recommends to the Council that the lease agreement be revised so that the City is responsible for costs associated with repair or cleanup to the property owned by the City if caused by vandalism. The amended agreement will be presented to Council upon review by OneMarysville.

Topic 4: Lee Dam Art Center Repairs

The committee discussed the repairs that need to be made to the exterior of the Lee Dam Art Center. City staff will continue to solicit quotes for the repairs and the committee will review the quotes at the next committee meeting.

Topic 5: Data Center Moratorium

The committee discussed the data center moratorium and information provided by City Attorney Luke Sunderland. The committee recommends that an ordinance be drafted and presented to Council.



Topic 6: Demolition Ordinance

The committee recommends that the Demolition Ordinance be presented to Council.

Topic 7: Dog Leash Ordinance

The committee discussed the current Dog Leash Ordinance. City staff will provide educational information on the ordinance through media outlets (i.e. City Facebook page, etc.).

Topic 8: Pool Organizational Structure

The committee discussed various options for the organizational structure of the pool. The committee would like to evaluate how other communities are structured. Pool organizational structure will be tabled for future discussion.

Topic 9: Vacant Buildings

The committee recommends that a Vacant Building Ordinance be drafted and presented to Council.

Topic 10: 600 Block of Broadway RFP

City staff are having ongoing conversations with entities and/or individuals interested in submitting a proposal in response to the 600 Block of Broadway RFP. Submissions will be accepted through September 22, 2026.

Topic 11: Pedestrian Crossing Safety & Signals for School Children

The committee discussed potential ideas for addressing pedestrian crossing concerns along Highway 36. The Mayor and Police Department will be meeting with the Marysville School Board at a later date to discuss.

Topic 12: City Administrator Review/Goals

The committee discussed the City Administrator's performance. The committee will continue the discussion of City Administrator Haverkamp's performance on a monthly basis.

Council Member Tyler Warren, Ward 1
Administration and Finance Committee Chair



September 10, 2026

Dear Honorable Mayor and City Councilmembers,

Parks and Recreation Committee Meeting Summary - September 9, 2026

Present:

Jeff Keating, Councilperson

Tyler Warren, Councilperson

Josh Haverkamp, City Administrator (CA)

Jacey Pacha, Marshall County Sport and Recreation

Topic 1: Lakeview Sports Complex

The committee discussed the various infrastructure and site grading that needs to be addressed at the Lakeview Sports Complex. Discussed potential funding mechanisms. The committee, City staff, and Marshall County Sport and Recreation will continue to evaluate and develop a priority list and potential costs.

Council Member Tyler Warren, Ward 1
Parks and Recreation Committee Member