

AGENDA
REGULAR MEETING
July 13, 2020
7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

- 1. APPROVAL OF MINUTES**-Regular Meeting: June 22, 2020 Pages 02-05
Special Meeting: June 29, 2020 Page 06

2. PUBLIC COMMENTS

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

3. BUSINESS AND DISCUSSION ITEMS

- 1. The Wall That Heals – Dean Thomas Pages 07-08
- 2. Resolution 2020-05 – Pool Bond Pay-Off Pages 09-13
- 3. Cat Backhoe Buyback/Purchase Pages 14-18
- 4. Fire Station Proposal Geotech Engineering Services– Terracon Pages 19-40
- 5. Governing Body Handbook – attachment on e-mail

4. NOTICES AND HEARINGS

5. CONSENT AGENDA

- 1. Convention & Tourism Page 41
- 2. Elm Creek Fire Contract Pages 42-44
- 3. Clerks Report – June 2020 Pages 45-49
- 4. Revenue / Expense Report – June 2020 Pages 50-51
- 5. Municipal Judge’s Report – June 2020 Pages 52-54

- 6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3727** Pages 55-59

7. STAFF REPORTS

- 1. City Administrator Page 60
 - a. Wastewater Geotech Pages 61-77
 - b. Financials/Project Costs Pages 78-85

8. STANDING COMMITTEE REPORTS

- a. Street
- b. Water & Wastewater Treatment
- c. Parks & Recreation
- d. Cemetery & Airport
- e. Police & Fire
- f. Administration & Finance

9. APPOINTMENTS & WAGE DETERMINATIONS

10. CITY ATTORNEY-

11. ROUNDTABLE DISCUSSION

ADJOURNMENT

Regular Meeting
City Hall, Marysville, Kansas-June 22, 2020

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

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

The minutes from the June 8 regular meeting were presented for approval. CM Throm moved, CM Frye seconded to approve the minutes as presented. Motion carried by a 7-0 voice vote.

The minutes from the June 4 special meeting were presented for approval. CM Beikman moved, CM Price seconded to approve the minutes as presented. Motion carried by 7-0 voice vote.

PUBLIC COMMENTS:

1. **PROM WALK.** Garron Champoux and Noah Ackerman from the 2020 Senior Class asked the City Council to allow the senior class to have a prom walk on Broadway from 13th Street to 6th Street on July 11. The intersection at 10th and Broadway (Highway 77) would need to be blocked during the prom walk. The Class of 2020 also requests alternative vehicles not usually allowed on the street be allowed during the walk. CM Frye moved to allow the Prom Walk on Broadway from 13th to 6th Street blocking the intersection on Broadway and Highway 77 and allowing unauthorized vehicles. CM Throm seconded. Motion carried unanimously.
2. **PROMENADE.** Julie Champoux and Jada Ackerman, mothers on the After Prom committee requested Broadway be closed at 7:15 p.m. on July 11 for a promenade of the prom dinner attendees who will promenade down the 7th Street corridor from the Helvering Center to the Pony Statue on Broadway. CM Throm moved to block Broadway at the 7th Street intersection for the promenade, CM Behrens seconded. Motion carried unanimously.

BUSINESS AND DISCUSSION ITEMS:

1. **STREET CLOSING FOR FIREWORKS.** Andrew Cain sent in a request to close Oak Street between 14th and 15th Streets on July 4 for fireworks. He had signatures from the neighbors along the street agreeing to the request. CM Frye moved to allow the street closing on Oak from 14th to 15th for fireworks on July 4, CM Throm seconded. Motion passed 7-0.
2. **ECONOMIC DEVELOPMENT INCENTIVE.** Trent Becker owns a house at 311 S 7th Street which has significant structural failure. Building Inspector Ralph took pictures of the house and reported it is a blighted structure. CM Throm moved to approve the Economic Development Incentive of up to \$2,500 reimbursement toward demolishing the structure. CM Beikman seconded. Motion passed 7-0 vote.
3. **POOL BOND EARLY REPAYMENT.** Ken Kickhaefer, City Treasurer presented a spreadsheet showing options for the City to pay off all the pool bonds early. This would require the PBC to borrow approximately \$770,000 from the City and pay it back with the Swim Pool Sales tax over the next 2 to 3 years. Paying the bonds off early would save the city more than \$700,000 in interest over the next 13 years. CM Throm moved to authorize CA St. John, CA McNish and City Treasurer Kickhaefer to write a resolution to allow the PBC to borrow money from the City to pay off the remaining balance of the pool bonds. CM Frye seconded. Motion passed 7-0 roll call vote.

4. **HARTLEY RIDGE STREET SURFACE.** Deb Blumer from Inline Construction presented a request to change the road surface in the Hartley Ridge sub-division. The final plat approved by the Planning Commission and the dedications and easements approved by the City Council require the street to be 7 inches of concrete. The City's ULDC only allows street surfaces to be concrete, asphalt or gravel. Inline Construction would like to use asphalt millings with a bonding agent and are asking the City if they would consider adding this surface to the ULDC. The Council was not willing to allow a different surface. After council discussion, CM Throm moved to allow Hartley Ridge Drive to become a private drive with all maintenance and cleaning done by Inline Construction. CM Beikman seconded. Motion carried by 7-0 roll call vote. The request to make Hartley Ridge Drive a private drive will be presented at the Planning and Zoning Commission for review.
5. **BLACK SQUIRREL BARK PARK.** The dog park committee presented ideas and costs to construct a dog park on Jackson Street in the levee area. The committee has located a bridge that Marshall County is removing and are willing to donate. The committee is asking for permission to proceed and for financial support. The estimated cost of the fencing, bridge repair and moving, signage and dog cleanup stations is between \$31,329 and \$48,250. This does not include water hookups. The Council asked the committee to look for an alternative to using the bridge from Marshall County and to come to the next council meeting July 13.
6. **BG CONSULTANTS LAGOON REHABILITATION.** Thaniel Monaco, engineer from BG Consultants presented preliminary plan options to rehabilitate the City lagoon system to bring the City back into compliance with KDHE regulations. There have been technology updates since the lagoons were built 20 years ago. Thaniel said the City could expand the number of cells, use irrigation to remove some of the water once it has been cleaned or create wetlands in the southeast corner. The City is required to have preliminary plans completed before the City can attend a KIAC meeting (Kansas Intergovernmental Agency Committee) in July or August. To help the City qualify for the CBDG funds this year, the grant administrator needs these plans by June 30. BG Consultants will complete these preliminary plan options by Friday, June 26. A special meeting is called for Monday, June 29 at 6:00 p.m. at City Hall to discuss these plans.

NOTICES AND HEARINGS:

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

1. Convention & Tourism Committee request to fund up to \$500 to host two bloggers in Marysville July 17-18. They will include Marysville on their social media posts.

APPROPRIATIONS ORDINANCE NO. 3726

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$97,161.78; Water Revenue Fund, \$43,703.98; Sewage Revenue Fund, \$25,462.09; Sewer Replacement Fund, \$4,790.27; Library Revolving, \$9,983.78; Library, \$69,536.24; Library Employee Benefits, \$32,571.09; Swim Pool Sales Tax \$13,302.48; Special Parks & Recreation, \$1,194.09; Koester Block Maintenance, \$596.33; Employee Benefit Fund, \$27,245.53; Transient Guest Tax, \$1,404.28; Municipal Equipment Reserve, \$45,675.00; Sales Tax Improvements, \$35,142.38; making a total of \$407,769.32.

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 Beikman seconded to approve the appropriations ordinance totaling \$407,769.32. Motion to approve the appropriations ordinance carried by 7-0 roll call vote. City Clerk Holle assigned Ordinance No. 3726.

STAFF REPORTS:

CITY ADMINISTRATOR:

1. **11TH ROAD SOUTH ROAD DESIGN.** A proposal from CES to engineer 11th Road south was included in the agenda. The Council discussed what phases of the design is needed at this time. A walking path or sidewalks were also discussed. CM Frye moved to approve CES to prepare construction documents for the road at 11th Road south for \$29,065, CM Throm seconded. Motion passed 7-0.
2. **BUDGET WORKSHOP.** The Council set the next budget workshop for Thursday, July 2 at 6:00 p.m. at City Hall.
3. **GOVERNING BODY HANDBOOK.** CA St. John said the Governing Body Handbook will be discussed at the next council meeting July 13.

STANDING COMMITTEE REPORTS:

STREET:

1. **SEASONAL EMPLOYEES.** CA St. John reported the City is still looking for seasonal employees in the Street Department. The City has hired one.
2. **SEALING ROUTES.** CA St. John reported the crack sealing has been completed on the sealing routes for this year. The patching will be completed soon, it has been difficult for the street department to purchase patching material.
3. **ROCKS FALLING ON N 9TH STREET.** CM Beikman presented a picture of a large rock that had fallen from the limestone embankment on the east side of N 9th Street between Carolina and Alston. City Attorney McNish said if the rock was from the embankment, not the wall it would be considered an act of nature. CA McNish suggested the city post "falling rock" signs. The Council discussed what steps could be taken to stabilize the embankment and to repair the limestone wall. CES will research possible solutions and provide a cost estimate.
4. **DUMP HOURS.** Dump hours were discussed. CM Schroller moved to have the brush dump open 7 days a week, CM Hughes seconded. Motion carried unanimously. The dump will not be open on the 4th of July.

WATER & WASTEWATER:

1. **STORM WATER INFLOW TO SANITARY SEWER.** CA St. John said KRWA has not come to check the inflow of storm water into the sanitary sewer in the Keystone sub-division.

PARKS & RECREATION:

1. **SWIM TEAM PRACTICE.** CM Price read an email he received requesting the City open the pool restrooms during swim team practice. CA St. John said the swim team coaches had negotiated the terms to allow the swim team to practice. The coaches agreed to not use the restrooms so the City would not need to provide extra staff to clean at the pool due to the unusual year.
2. **MORNING SWIM.** CM Schroller questioned why Council members voted no to morning swim. The Council members discussed the reasons they had voted for or against the morning swim sessions.
3. **PARKS RESTROOMS OPEN.** The parks restrooms were opened today, June 22.
4. **AERATOR AT LAKE.** CM Schroller asked when the aerator would be installed at the lake. CA St. John said the City is waiting on Evergy to install the electricity.

CEMETERY & AIRPORT:

POLICE & FIRE:

ADMINISTRATION & FINANCE:

APPOINTMENTS.

EXECUTIVE SESSION:

ROUND TABLE DISCUSSION:

1. **ADA CURB-CUTS 15TH TO 17TH STREET ON CENTER.** CM Frye asked if the curbs between 15th and 17th Streets on the north side of Center Street were on the list for ADA corners. Four of the curbs are at Superwash and that is private property. The corners will be added to the City's ADA corner list for improvement.
2. **STANDING WATER IN THE CURB.** CM Behrens was told water stands near the curb on Jenkins between 4th and 5th Street when there is a hard rain.
3. **PIPE ORDERED FOR STORM SEWER AT 6TH & OAK.** The parts have been ordered to add additional storm sewer pipe at the 6th and Oak manhole.

There being no further business, at 9:15 p.m. CM Throm moved to adjourn, CM Hughes seconded. Motion carried unanimously.

Cindy Holle
City Clerk

SPECIAL MEETING

City of Marysville, Marysville, Kansas, June 29, 2020

Members of the Governing Body of the City of Marysville were called to order in a special meeting at 6:00 p.m., on the date and at the place noted above with Mayor Barnes opening the meeting. City Clerk Holle and City Administrator St. John were also present.

Council members answering present to roll call were: Pippia, Schroller, Hughes, Beikman, Price, Behrens and Throm. A quorum was present.

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

We, the undersigned councilmembers of the City of Marysville hereby respectfully request that you call a special council meeting of the members of the governing body of said City to be held at 6:00 p.m. on Monday, June 29, 2020 at City Hall for the following purpose:

Discuss which plan the City will use to rehabilitate the lagoon system so engineering can be completed for the CBDG funding.

Thaniel Monaco an engineer from BG Consultants presented an updated map of the lagoon system showing a proposed new cell and placement of wetlands if those options are the most cost effective. The three options are new cell, irrigation or wetlands or a combination of those options. He said he would need to have the total project designed before it was presented at a KIAC meeting. With the present information, a new cell would be needed and the cost of that project would be approximately \$3.5 million. Consensus of council was to have more Geo-technical core sampling done before the project is designed and the City would not apply for the CBDG funding this year.

At 6:58 p.m., CM Throm moved, CM Beikman seconded to adjourn the meeting. Motion carried unanimously.

CINDY HOLLE
City Clerk

CITY OF MARYSVILLE, KANSAS
CITY COUNCIL MEETING
REQUEST TO BE PLACED ON THE AGENDA

Meetings are held on the 2nd and 4th Mondays of each month
(excluding holidays) at 7:00 p.m.

Requests need to be submitted by noon the Wednesday before the meeting.

NAME: Dean Thomas

ADDRESS: 1043 8th Road

CONTACT NUMBER: 785-713-0813

DATE TO APPEAR: 07-13-2020

REASON TO APPEAR/SUBJECT:

Discuss Portia Potty's for the
well that heels in September
18, 19 + 20 (3 days)

Dean Thomas
SIGNATURE

07-08-2020
DATE

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



2020 TWTH Week of Arrival Sample Timeline

(Times are suggested and subject to change)

Tuesday 15th Sept 2020

Time to be advised

Site Walk Through with Site Manager

Escort Meet-up Location: Location name and street address

3:00 pm

Meetup

3:45 pm

Ride Briefing

4:00 pm

KSU - Escort Departs

5:00 pm

Arrival at Site

Photo opportunity and thank you to escort

Wednesday 16th

8:30 am

Set up The Wall (6- 8 hours)

2:00 pm

First volunteer shift begins and runs through Sunday at closing

6:00 pm

Volunteer Training – all volunteers encouraged to attend

Thursday 17th

The Wall Open 24 hours for viewing

12:01 am

The Wall is officially open

9 am – 4 pm

School Visits

6:00 pm

Welcome Ceremony

Friday 18th

The Wall Open 24 hours for viewing

9 am – 4 pm

School Visits

Saturday 19th

The Wall Open 24 hours for viewing

10:00 am

Honors Ceremony (or whatever name you choose)

Sunday 20th

The Wall is open for viewing until 2:00 pm

1:30 pm

Closing Ceremony (not required – some sites close with Taps)

2:00 pm

The Wall closes

2:00 pm

Disassemble The Wall (4-5 Hours)

TWTH departs site (no escort)

- Ceremonies are optional, the site determines what time and when they would choose to hold events Thursday through Sunday.

8/2019

RESOLUTION NO. 2020-05

A RESOLUTION OF THE CITY OF MARYSVILLE, KANSAS REQUESTING THE REDEMPTION OF CERTAIN MARYSVILLE, KANSAS PUBLIC BUILDING COMMISSION REVENUE BONDS, SERIES 2013.

WHEREAS, the Marysville, Kansas Public Building Commission (the "Commission") has previously issued its Revenue Bonds, Series 2013 (the "2013 Bonds"), in the original principal amount of \$4,280,000, of which \$3,345,000 currently remains outstanding, for the purpose of constructing, furnishing and equipping a public swimming pool, including all buildings and structures related to such facility (the "Project"); and

WHEREAS, the Project is currently leased to City of Marysville, Kansas (the "City"); and

WHEREAS, the governing body of the City finds that in order to achieve interest cost savings, it is desirable to refund a portion of the 2013 Bonds and provide for the redemption of the 2013 Bonds maturing on or after September 1, 2021 (the "Redeemed Bonds").

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

Section 1. Instructions to Call Certain 2013 Bonds for Redemption and Payment Prior to Their Maturities. The City of Marysville, Kansas, as Tenant (the "Tenant"), under that certain Lease Agreement, dated as of February 26, 2013 between the Tenant and the Commission, instructs the Marysville, Kansas Public Building Commission (the "Commission") to conditionally call, redeem, and pay prior to maturity the 2013 Bonds maturing on or after September 1, 2021 (the "Redeemed Bonds") and to provide any and all necessary notice of redemption pursuant to Section 3.2 of the Resolution No. PBC-02 adopted February 11, 2013. The Redeemed Bonds shall be called for redemption and payment on September 1, 2020 or as soon thereafter as practicable (the "Redemption Date"). The Redeemed Bonds shall be redeemed at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the Redemption Date.

Section 2. Effective Date. This Resolution shall take effect and be in full force from and after its adoption and approval by the governing body of City.

[Remainder of Page Intentionally Left Blank]

PASSED, APPROVED AND ADOPTED by the governing body of the City of Marysville, Kansas this 13th day of July, 2020.

CITY OF MARYSVILLE, KANSAS

[Seal]

By _____
Jason Barnes, Mayor

ATTEST:

By _____
Lucinda Holle, City Clerk

EXCERPT OF MINUTES

The governing body of City of Marysville, Kansas met in regular session, at the usual meeting place in the City on July 13, 2020, at 7:00 p.m., with Mayor Jason Barnes presiding, and the following members of the governing body present:

The following members absent:

Among other business, there came on for consideration and discussion the following:

A RESOLUTION OF THE CITY OF MARYSVILLE, KANSAS REQUESTING
THE REDEMPTION OF CERTAIN MARYSVILLE, KANSAS PUBLIC
BUILDING COMMISSION REVENUE BONDS, SERIES 2013.

The Resolution was considered and discussed; and on motion of _____, seconded by _____, the Resolution was adopted by a majority vote of the members present, and it was assigned No. 2020-__.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the July 13, 2020 regular meeting of the governing body of the City of Marysville, Kansas.

[seal]

Lucinda Holle, City Clerk

**Cat Backhoe Buyback/Purchase
Recommended Funds for Payment**

Municipal Equipment Reserve:	\$50,000
Water Fund	\$15,000
Sewer Fund	\$15,000



Quote 177378-02
July 2, 2020

CITY OF MARYSVILLE
209 N 8TH ST
MARYSVILLE
Kansas
66508

Dear Sir,

We would like to thank you for your interest in our company and our products and are pleased to quote the following for your consideration.

Caterpillar Model: 420F2 HRC Backhoe/Industrial Loaders

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** **SMU:**

We wish to thank you for the opportunity of quoting on your equipment needs. This quote is contingent upon Customer's acceptance of Foley's standard terms and conditions. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Nick Stringer
Regional Sales Representative

Caterpillar Model: 420F2 HRC Backhoe/Industrial Loaders

STANDARD EQUIPMENT

CONSIST NOTE, THIS LISTING IS A GENERAL DESCRIPTION, OF A 420F2 BACKHOE LOADER EQUIPPED WITH, THE LOWEST CHARGE ITEMS.,

BOOMS, STICKS AND LINKAGES, 14'4" Center pivot excavator style, backhoe, Pilot operated joystick hydraulic, controls with pattern changer valve, Pilot operated stabilizer controls, Boom transport lock, Swing transport lock, Street pads stabilizer shoes, Anti-drift hydraulics, (Boom, Stick and E-Stick), Cat Cushion Swing(tm) system, Bucket level indicator, Lift cylinder brace, Return-to-dig (auto bucket positioner), Self-leveling loader with single lever, control, Transmission neutralizer switch, Single Tilt Loader

POWERTRAIN, Cat C4.4, 74.5KW (Net 93HP / 69kW), Direct Injection Turbo Charged Engine,, with ACERT technology., US EPA Tier4 Final Emissions Compliant, with Selective Catalytic Reduction(SCR), Water separator with service indicator, Thermal starting aid system, Eco mode, A dry-type axial seal air cleaner with, integral precleaner, automatic dust, ejection system & filter condition, indicator, Hydraulically boosted multi-plate wet, disk brake with dual pedals & interlock, Differential lock, Drive-line parking brake, High Ambient Cooling Package, Torque converter, Transmission--four speed synchro mesh, with power shuttle & neutral safety, switch, Spin-on fuel, engine oil & transmission, oil filters, Outboard planetary rear axles, Open Circuit Breather,

HYDRAULICS, Load sensing, variable flow system, with 43 gpm axial piston pump, 6 micron hydraulic filter, O-ring face seal hydraulic fittings, Caterpillar XT-3 hose, Hydraulic oil cooler, Pilot control shutoff switch, PPPC, Flow-sharing hydraulic valves, Hydraulic suction strainer,

ELECTRICAL, 12 volt electrical start, 150 ampere alternator, Horn and Backup Alarm, Hazard flashers/turn signals, Halogen head lights (4), Halogen rear flood lights (4), Stop and tail lights, Audible system fault alarm, Key start/stop system, 880 CCA maintenance free battery, Battery disconnect switch, External/internal power receptacles(12v), Diagnostic ports for engine and machine, Electronic Control Modules, Remote jump start connector,

OPERATOR ENVIRONMENT, Lighted gauge group, Interior rearview mirror, Rear fenders, ROPS canopy, 2-inch retractable seat belt, Tilt steering column, Steering knob, Hand and foot throttle, Automatic Engine Speed Control, One Touch Low Idle, Floor mat and Coat Strap, Lockable storage area, Air suspension seat,

OTHER STANDARD EQUIPMENT, Hydrostatic power steering, Standard Storage Box, Transport tie-downs, Ground line fill fuel tank with 44, gallon capacity, Ground line fill diesel exhaust fluid, tank with 5 gallon capacity, Rubber impact strips on radiator guards, Bumper, CD-ROM Parts Manual, Backhoe Safety Manual, Operations and Maintenance Manual, Lockable hood, Tire Valve Stem Protection, Long Life Coolant -30C (-20F), Padlocks (2 on ST, 3 on IT)

MACHINE SPECIFICATIONS

Description

420F2 BHL IT, TIER 4, HRC
STICK, EXTENDABLE, 14FT
POWERTRAIN, 4WD, POWERSHIFT
ENGINE, 74.5KW,C4.4 ACERT, T4F
HYDRAULICS, MP, 6FCN/8BNK, IT
CAB, DELUXE
WORKLIGHTS (8) LED LAMPS
SEAT, DELUXE FABRIC
BELT, SEAT, 2" SUSPENSION
AIR CONDITIONER, T4
PRODUCT LINK, CELLULAR PL641
TIRES, 340 80-18/500 70-24, MX
COUNTERWEIGHT, 1015 LBS
STABILIZER PADS, FLIP-OVER
BUCKET-ROCK, HD, 24", 7.0 FT3
RIDE CONTROL
LINES, COMBINED AUX, E-STICK
RADIO, FM BLUETOOTH
FAN
COLD WEATHER PACKAGE, 120V HRC
PLATE GROUP - BOOM WEAR
GUARD, STABILIZER
CARRIAGE, PALLET, 61", IT
FORK TINE, 2" X 5" X 54"
LINES, HYD COUPLER 14FT E-STICK
CUTTING EDGE, TWO PIECE, WIDE
THUMB, HYDRAULIC,
REAR HYDRAULIC QUICK COUPLER, PG, HYD.D.LOCK, BHL
BUCKET-MP, 1.4 YD3, IT, 4 IN 1
HYD ANGLE SNOW PLOW, 9', IT

SELL PRICE	\$142,984.00
EXT WARRANTY	Included
CSA	Included
LESS GROSS TRADE ALLOWANCE	(\$53,800.00)
NET BALANCE DUE	\$89,184.00
PLUS ANY APPLICABLE TAXES	\$89,184.00

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
420F	CATERPILLAR (AA)	OSKR04708	2015	\$53,800.00

WARRANTY

Standard Warranty:	12 months unlimited hours
Extended Warranty:	EP200626-004 60 MO 2000 HR PREMIER + 120 MILES TRAVEL
CSA	1750 HR BASIC NO OIL

BUCKET OPTION

- Remove 4 in 1 MP Bucket replaced by 1.4 cyd General Purpose Bucket -\$2,000.00 from sale price

F.O.B/TERMS

Topeka, KS

Accepted by _____ on _____

Signature

From: Clint Hibbs [REDACTED]
Sent: Wednesday, June 10, 2020 8:12 AM
To: City Administrator
Cc: Johnny Eclavea
Subject: Proposal for Geotech - Marysville Fire Station
Attachments: Geotechnical Proposal - Marysville Fire Station.pdf; PC6205022 Proposal Marysville Fire Station.pdf

Austin,

Good morning! Three bids were requested from Terracon, CFS Engineers, and Capital Geotechnical Services. Terracon and CFS have submitted their proposals (attached), and Capital Geo was unable to accommodate the project schedule. We reviewed the attached Proposals for Geotech for the Marysville Fire Station. Our recommendation is to use Terracon Consulting Inc as they underbid CFS Engineers by \$100 for the same service. We recommend that the City accept the proposal from Terracon, by signing that agreement on page 2 of 2 and returning a scanned copy of that document with signature via email to me for submission to the geotechnical engineer who will then perform the services.



From: Zack Hughes [REDACTED]
Sent: Tuesday, June 9, 2020 4:20 PM
To: Clint Hibbs [REDACTED]
Cc: Johnny Eclavea [REDACTED]
Subject: Proposal for Geotech - Marysville Fire Station

Clint,

We reviewed the attached Proposals for Geotech for the Marysville Fire Station. Three bids were requested from Terracon, CFS Engineers, and Capital Geotechnical Services. Terracon and CFS have submitted their proposals (attached), and Capital Geo was unable to accommodate the project schedule. Our recommendation is to use Terracon Consulting Inc as they underbid CFS Engineers by \$100 for the same service.

Thank you,

June 5, 2020



City of Marysville
209 N. 8th Street
Marysville, Kansas 66508

Attn: Mr. Austin St. John, City Administrator
P: (785) 562-5331
E: cityadm@bluevalley.net

Re: Proposal for Geotechnical Engineering Services
New Fire Station
East of Feldhausen Field
Marysville, Kansas
Terracon Proposal No. PC6205022

Dear Mr. St. John:

We appreciate the opportunity to submit this proposal to City of Marysville (Client) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our lump sum fee to perform the scope of services described in this proposal is \$3,850. See Exhibit C for more details of our fees and consideration of additional services.

To authorize Terracon to proceed in accordance with this proposal, please sign and return a copy of the attached Agreement for Services via email or mail.

Sincerely,
Terracon Consultants, Inc.

Michael A. Snapp, P.E.
Staff Geotechnical Engineer

Jamie M. Klein, P.E.
Senior Associate

Copies: 1 – BG Consultants, Inc. (PDF via email)

Terracon Consultants, Inc. 1120 Hostetler Drive Manhattan, Kansas 66502
P (785) 539 9099 F (785) 539 4437 terracon.com

AGREEMENT FOR SERVICES

This AGREEMENT is between City of Marysville, Kansas ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the New Fire Station, Marysville, KS project ("Project"), as described in Consultant's Proposal dated 06/05/2020 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: Terracon Consultants, Inc.
By: _____ Date: 6/5/2020
Name/Title: Jamie M. Klein, P.E. / Office Manager
Address: 1120 Hostetler Dr
Manhattan, KS 66502-5062
Phone: (785) 539-9099 Fax: (785) 539-4437
Email: Jamie.Klein@terracon.com

Client: City of Marysville, Kansas
By: _____ Date: _____
Name/Title: Austin St. John / City Administrator
Address: 209 N. 8th Street
Marysville, KS 66508
Phone: (785) 562-5331 Fax: _____
Email: cityadm@bluevalley.net

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by BG Consultants and the expected subsurface conditions as described below. We request the Client and design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located west of 20 th Street and east of Feldhausen Field in Marysville, Kansas.
Existing Improvements	A portion of the project area is currently improved with an outdoor basketball court (concrete slab) and a gravel parking/drive area to the north. Otherwise the site is unimproved.
Current Ground Cover	Concrete basketball court, gravel, and grass
Existing Topography	Based on the provided topographic site plan, we understand the site slopes slightly downward to the east, with approximately 5 feet of relief across the project site.
Site Access	We expect the site, and all exploration locations, are accessible with our truck or ATV -mounted drilling equipment.
Expected Subsurface Conditions	Based on our experience in the vicinity of this site, we anticipate the subsurface conditions likely consist of moderate to high plasticity clay soils underlain by shale and/or limestone bedrock. Due to the existing basketball court and adjacent infrastructure, we anticipate existing fill could also be encountered.

Planned Construction

Item	Description
Information Provided	Our understanding of the project is from information provided by BG Consultants in an RFP dated June 3, 2020 which also included a preliminary Site Grading Plan, Sheet C102, dated 5/20/2020.
Project Description	The project will include the construction of a new single-story fire station building (footprint shaded in red below). The building will have plan dimensions of 50 ft. x 181 ft. A future 30 ft. x 50 ft. expansion is planned north of the building. A 4 ft. retaining wall is required along the west wall of the building and will continue north for the future expansion for a total length of 211 ft.

Item	Description
<p>Preliminary Site Plan</p>	
<p>Proposed Structure</p>	<p>We understand the building will be a pre-engineered steel structure supported by shallow foundations and will have a grade supported floor slab which will support HS-20 truck loading.</p>
<p>Finished Floor Elevation (FFE)</p>	<p>1,269 feet according to the provided preliminary site grading plan.</p>
<p>Maximum Loads</p>	<p>A maximum column load of 43 kips was provided in the RFP.</p>
<p>Grading/Slopes</p>	<p>Based upon the provided site grading plan, it appears cuts of up to about 4 feet will be required along the west portion of the building footprint while up to about 2 feet of fill will be required near the southeast corner of the building. We have also considered that permanent slopes will be no steeper than 3H:1V (Horizontal to Vertical).</p>
<p>Below Grade Structures</p>	<p>None</p>
<p>Free-Standing Retaining Walls</p>	<p>As previously described, the west wall of the building will include a 4 ft. retaining wall.</p>
<p>Estimated Start of Construction</p>	<p>Mid to late 2020</p>

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by the client, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
1	20	Northwest building corner
3	15	Remaining building corners

1. Below ground surface. Borings would be terminated at shallower depths if practical auger refusal is encountered.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**

Boring Layout and Elevations: We will use handheld GPS equipment and reference existing site features to locate borings with an estimated horizontal accuracy of +/-10 feet. Approximate ground surface elevations will be obtained by interpolation from the provided topographic site plan.

Subsurface Exploration Procedures: We will advance soil borings with a truck or ATV-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions) and/or rotary wash boring techniques. Three to four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. Rock samples would be obtained using the split-barrel sampling procedure.

The samples will be placed in appropriate containers, transported to our soil laboratory for testing, and classified by a Geotechnical Engineer.

Our drill crew will prepare field boring logs, which will include sampling depths, visual classifications of materials encountered during drilling, and the drill crew's interpretation of subsurface conditions between samples. Groundwater observations will also be recorded during drilling operations.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should also be understood that in the normal course of our work some such disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill the boreholes with auger cuttings after completion of drilling and sampling. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings

Proposal for Geotechnical Engineering Services

New Fire Station ■ Marysville, Kansas

June 5, 2020 ■ Terracon Proposal No. PC6205022



will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes, for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location through Kansas One Call. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current scope of services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Laboratory Testing

The project engineer will review field data and assign laboratory tests. Exact types and number of tests cannot be defined until the completion of field work, but we anticipate the following tests may be performed:

- Water content
- Unit dry weight
- Atterberg limits
- Unconfined compressive strength

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS). If bedrock samples are obtained, rock classification will be conducted using locally accepted practices for engineering purposes.

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When services are complete, we will upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature. Previous submittals, collaboration and the report are maintained in our system.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures

Proposal for Geotechnical Engineering Services

New Fire Station ■ Marysville, Kansas

June 5, 2020 ■ Terracon Proposal No. PC6205022



- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Seismic site classification
- Subgrade preparation/earthwork recommendations
- Lateral earth pressure recommendations

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A** and our planned scope of services outlined in **Exhibit B**, our fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration ¹ , Laboratory Testing & Geotechnical Report	\$3,850

- The lump sum fee considers one drill rig mobilization and no unexpected onsite delays for access, etc. If additional drill rig mobilizations are required an additional fee of \$1,250 would be invoiced. A drill crew standby rate of \$225 per hour would be invoiced for unexpected delays.

Our scope of services does not include services associated with wet ground conditions or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service ¹	\$950	
Plans and Specifications Review	\$750	
Construction Materials Testing Services	TBD	

- If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Date from Notice to Proceed^{1, 2}
Project Planning	3 days
Site Characterization	10 to 15 days
Geotechnical Engineering	15 to 20 days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated working days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D – SITE LOCATION AND PREVIOUS GEOTECHNICAL DATA

New Fire Station ■ Marysville, Kansas

June 5, 2020 ■ Terracon Proposal No. PC6205022

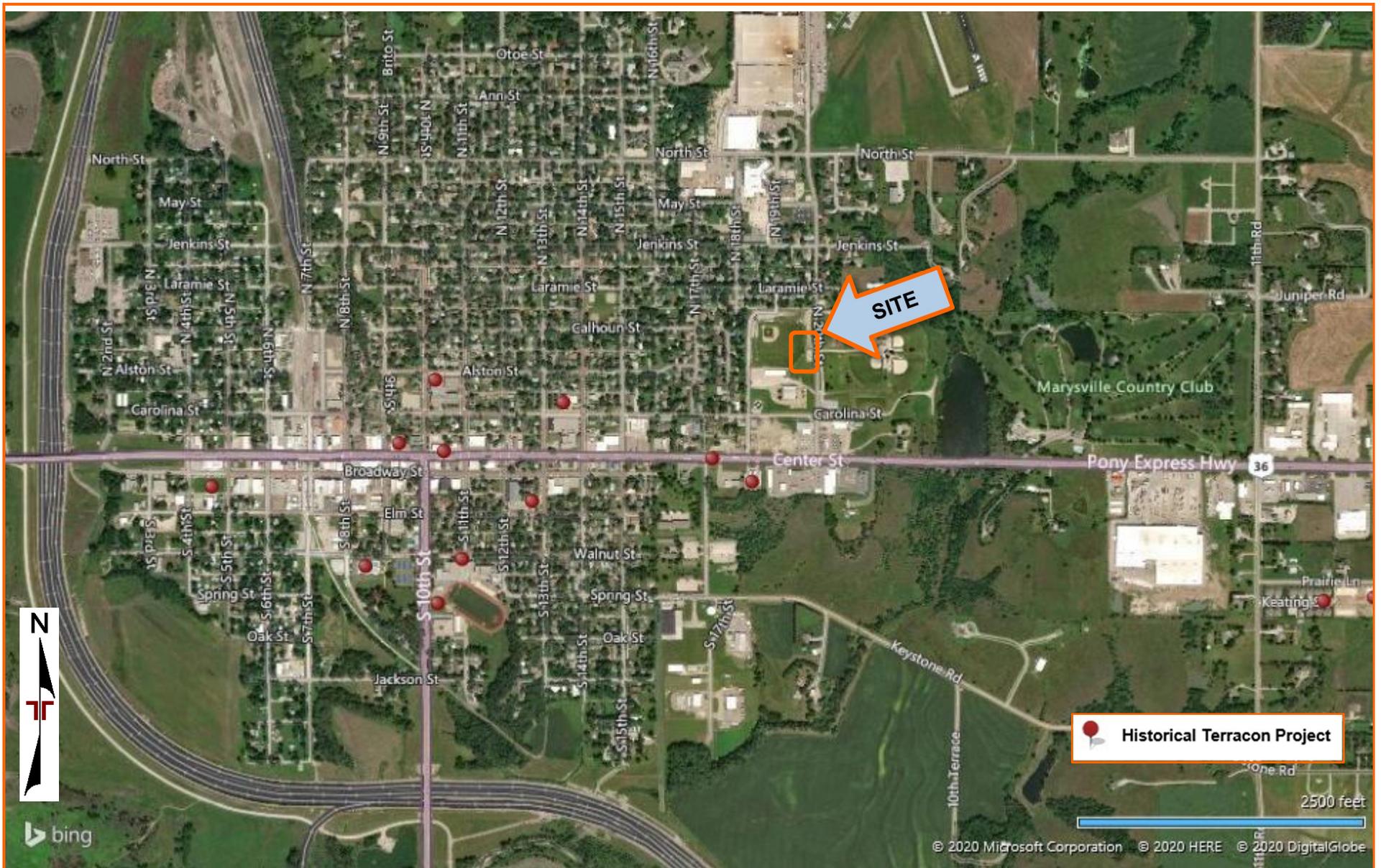


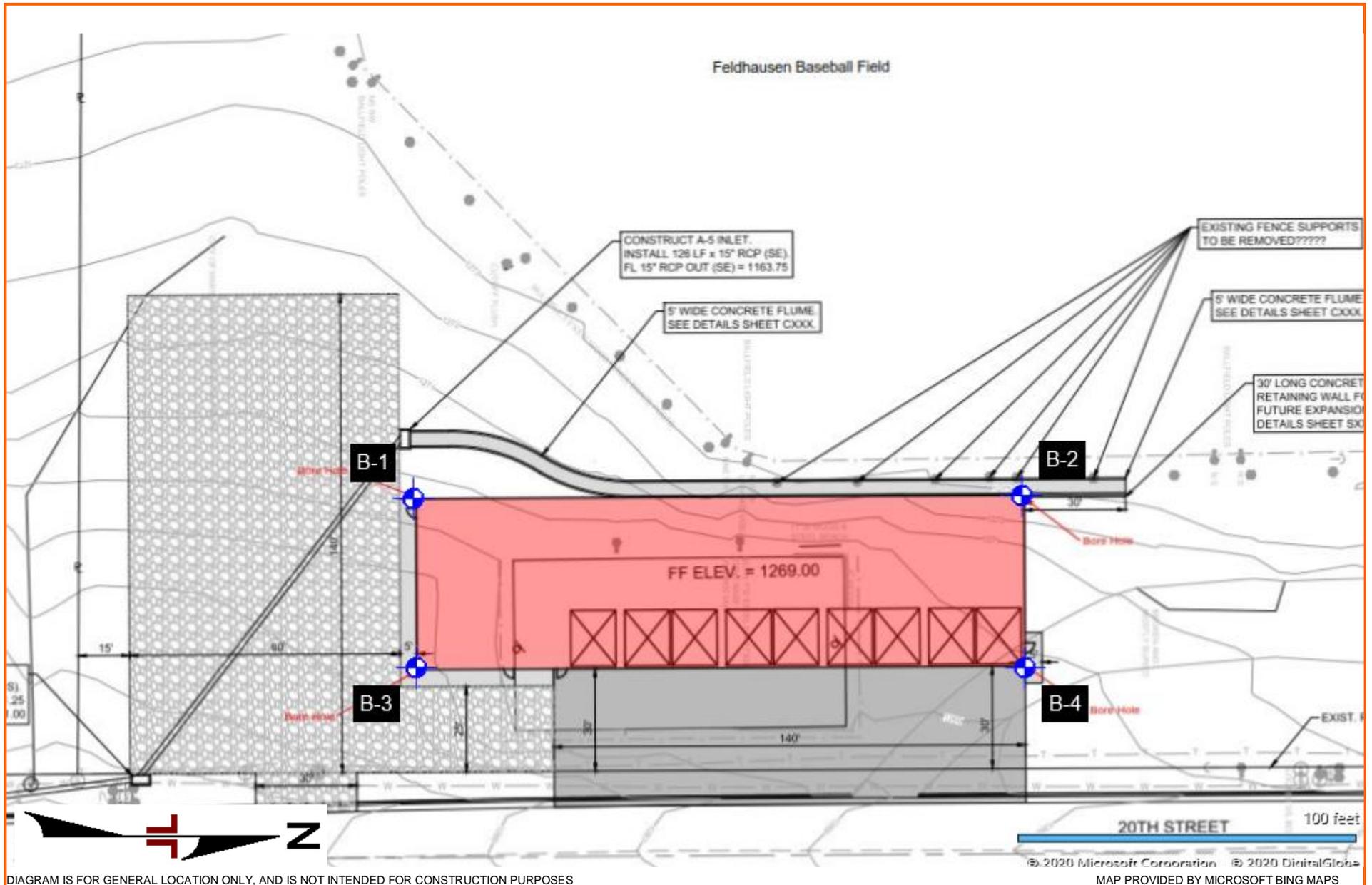
DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT E – ANTICIPATED EXPLORATION PLAN

New Fire Station ■ Marysville, Kansas

June 5, 2020 ■ Terracon Proposal No. PC6205022





June 8, 2020

2011 NW Topeka Blvd
Topeka, Kansas 66608
(785) 670-6447 Office
(785) 670-6449 Fax

cfse.com

Other Offices:
Lawrence, Kansas
Holton, Kansas
Kansas City, Kansas
Kansas City, Missouri
Springfield, Missouri
Jefferson City, Missouri

Mr. Austin St. John, City Administrator
City of Marysville
209 N. 8th Street
Marysville, Kansas 66508

**Subject: Proposal for Geotechnical Engineering Services
Proposed Marysville Fire Station
500 Block of 20th Street
Marysville, Kansas**

Dear Mr. St. John:

We are pleased to submit the following proposal to provide subsurface exploration and geotechnical engineering services for the above referenced fire station site. The primary objectives of the exploration will be to determine the subsurface conditions in the proposed building site and, based on this information, to provide foundation design and site development recommendations.

Project Description We understand that the proposed building will be a 9,050 square foot, single story, pre-engineered metal structure, with a grade supported floor slab. The new building will have overall plan dimensions of about 50 by 181 feet. A 30-foot future expansion is planned to the north. Maximum foundation loads for the building were given as 43 kips for individual columns. The finished floor level of the new building has tentatively been set at elevation 1269.0 feet, USGS datum. At this proposed floor level, up to 3 feet of cut and up to 3 feet of new fill will be required to develop finished grades in the proposed building area. The floor slab in the equipment bays and the pavement on east side of the new building is to be designed for HS-20 truck loading.

Site development will require a low height retaining wall along the west side of the new fire station building. It is understood that the retaining wall will have a maximum height of about 4 feet and a total length of about 211 feet.

Scope of Services As requested by the Project Engineer, we will drill a series of four (4) exploratory test borings in the proposed building area. The depths of the test borings will depend on the actual subsurface conditions encountered at the site. We anticipate that borings drilled to depths of about fifteen (15) feet will provide the necessary design information for the proposed building addition area.

Board of Directors:
Kenneth M. Blair, P.E.
Kevin K. Holland, P.E.
Daniel W. Holloway, P.E.
Lance W. Scott, P.E.
Sabin A. Yañez, P.E.

Principals:
Robert S. Chambers, P.E.

Associates:
Aaron J. Gaspers, P.E.
Michelle L. Mahoney, P.E.
Michael J. Morrissey, P.E.
Gene E. Petersen, P.E.
Todd R. Polk, P.E.
Richard A. Walker, P.E.
Lucas W. Williams, P.E.



The field work for this project will be performed under the direct supervision of a geotechnical engineer, who will determine the depths and sampling sequence for each boring. The borings will be performed by an experienced drill crew.

Samples of the overburden soils will be obtained at selected intervals using the thin-walled Shelby tube sampler (ASTM D-1587). Three (3) samples will be obtained in the upper ten (10) feet of the boring and additional samples will be obtained every five (5) feet or change of material if the borings extend to depths greater than ten (10) feet. All borings will be terminated at auger refusal, if limestone or other hard bedrock is encountered within the planned depths of the borings.

In addition, laboratory testing will be performed on selected samples to evaluate the engineering properties of the onsite soils and bedrock units. We typically perform unconfined compression tests, water content and dry density tests on representative portions of the thin-walled Shelby tube samples. If samples are unsuitable for unconfined compression testing, a calibrated hand penetrometer is used to evaluate the approximate unconfined strength of the sample. Split-barrel samples are normally tested for water content and, where appropriate, the consistency of the soil is evaluated using a calibrated hand penetrometer. In addition, Atterberg Limits tests will be performed on selected soil samples to evaluate the shrink/swell potential of the onsite soils.

The results of the exploration, including the substantiating data and our recommendations, will be presented in a written report prepared by a registered professional engineer. The report will specifically address:

1. Recommendations for design and construction of shallow footings, including allowable bearing pressures, expected bearing elevations and anticipated settlements.
2. Recommendations for site preparation and earthwork, including slab-on-grade support, subgrade preparation for floor slabs and pavements, as well as backfill and compaction, grading and excavations and any required treatment of the onsite soils to reduce shrink/swell potential.
3. Generalized subsurface drainage requirements for fill, pavements and structures.
4. Pavement thickness design recommendations for equipment bay floors and pavement used by trucks with HS-20 loading.
5. Concerns with excavation of any bedrock encountered in the borings.
6. Recommended lateral earth pressures and drainage requirements for design of the proposed low height retaining wall.
7. Seismic site class per the 2015 International Building Code



Estimated Fees We will perform the scope of service outlined above for a lump sum fee of \$3,950.00. If it is necessary to drill additional borings or to extend the planned borings to depths greater than fifteen (15) feet in order to reach suitable bearing material, there will be an additional charge of \$24.00 per foot. If subsurface conditions are encountered that require major revisions in the subsurface exploration program, we will contact you prior to proceeding with any additional work to discuss the matter and obtain authorization to proceed. Unless otherwise directed, our invoice will be submitted directly to the City of Marysville upon completion of our services.

Conditions The City will be required to provide right-of-entry to conduct the exploration work. We will contact "DIGSAFE" and arrange for them to locate the underground utility lines that are in the vicinity of the planned boring locations. We can normally offset the test borings to avoid either underground or overhead utilities that may conflict with the planned locations of the borings. All of the borings will be properly backfilled and any existing pavement that we drill through will be patched with asphalt patch at the completion of our field work.

The lump sum price given above includes a cost for layout of the borings using a cloth tape to measure distances from the existing streets and other site reference features. Right angles for locating the borings will be estimated. The surface elevations of the borings will be determined using an engineer's level and rod. The elevations will be referenced to an onsite bench mark established by the Engineer or to a temporary bench mark selected by the drill crew.

Our proposal is based on all borings being readily accessible to normal truck-mounted equipment at the time that the borings are performed. Our drill crew will take reasonable precautions to minimize damage to the site, but it is understood by the Client that some unavoidable damage, such as rutting of the ground surface, may occur during the normal course of work and the correction of such damage is not part of our scope of services for this project.

Performance Schedule We will mobilize our drill crew and begin the field work within ten (10) to fifteen (15) days after we receive written notice to proceed. We expect that the field work will take one (1) to two (2) days to complete. We will perform the remainder of our work and provide the Engineer and Owner with one (1) electronic copy of our finished report within fifteen (15) days after completion of the field work.

Environmental Assessment This proposal does not include an assessment of environmental characteristics involving hazardous or toxic substances. In the event potentially hazardous materials are identified visually or by odor within our exploratory borings, such borings will be immediately terminated and we will notify the Client as soon as possible. Costs incurred by CFS Engineers as a result of encountering suspected hazardous materials would be charged on a time-and-materials basis over and above the estimated fee for the geotechnical site exploration.

Construction Testing Services The lump sum fee, previously given in this proposal, does not include any costs for observation and testing services during construction. We would be pleased to prepare an estimated work scope and budget for construction testing services after the design plans and specifications have been completed.

Proposal for Geotechnical Services
Marysville Fire Station – 20th Street
June 8, 2020
Page 4



If our proposal is acceptable, please return a signed copy of the enclosed Notice-to-Proceed and Acceptance of Agreement to this office, as our formal authorization to proceed. Please note the attached General Provisions are an integral part of this proposal. Unless otherwise instructed, invoices will be submitted to the undersigned firm.

Thank you for the opportunity to submit this proposal. If you have questions regarding this proposal or require additional information, please contact us at your convenience.

Respectfully submitted,

CFS Engineers, P.A.

John J. Zey, P.E.
Senior Geotechnical Engineer

Enclosures: General Provisions

Cc: Mr. Zack Hughes, E.I. – BG Consultants

NOTICE-TO-PROCEED AND ACCEPTANCE OF AGREEMENT

PROJECT: Proposed Marysville Fire Station
LOCATION: 500 Block of 20th Street, Marysville, Kansas

By signing this agreement, you will be responsible for all charges and are acting on behalf of your firm. You also acknowledge receiving, reading and agreeing to the **General Provisions**, which are attached to this proposal/contract.

BY: _____
(Print Name of Individual)

FOR: _____
(Print Name of Client)

BILLING ADDRESS: _____

PHONE: _____ EMAIL ADDRESS: _____

SIGNATURE: _____ DATE: _____

Mail signed Notice-to-Proceed to 2011 NW Topeka Boulevard, Topeka, Kansas 66608 or fax to (785) 670-6449.

GENERAL PROVISIONS

Attached to and made a part of LETTER AGREEMENT dated June 8, 2020 between The City of Marysville, Kansas (Owner) and Cook, Flatt & Strobel Engineers P.A. (ENGINEER) in respect of the Project described therein.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall perform professional services as stated in the attached letter which include customary structural engineering services and customary inspection and testing incidental thereto.

1.1.2 Site Access and Control. OWNER grants to ENGINEER the right of entry to the Project Site by ENGINEER, its employees, agents, and subcontractors, to perform the Services. If OWNER does not own the Project Site, OWNER warrants to ENGINEER that OWNER has the authority and permission of the owner or occupant of the Project Site to grant such right of entry to ENGINEER. If as a requirement of performing the Services, ENGINEER damages or alters a Project Site owned by a third party, OWNER agrees to pay the cost of restoring the Project Site to the condition of the Project Site prior to the performance of the Services, unless such damage or alteration is caused by the sole negligent acts, negligent omissions, or willful misconduct of ENGINEER, its employees, agents, or contractors. OWNER acknowledges that it is now and shall remain in control of the Project Site at all times. ENGINEER shall have no responsibility or liability for any aspect or condition of the Project Site, now existing, or hereinafter arising or discovered unless caused by the sole negligent acts, negligent omissions, or willful misconduct of ENGINEER, its agents, employees or contractors. Except as set forth herein, ENGINEER does not, by its entry into the Project Site, or the performance of the Services, assume any responsibilities or liability with respect to the Project Site. ENGINEER does not undertake to report to any federal, state, or local governmental agency any conditions existing at the Project Site which may present a potential danger to public health, safety, or the environment, but shall promptly notify OWNER of any such conditions foregoing. ENGINEER shall timely notify OWNER and each appropriate federal, state, and local government agency of the existence of any condition at the Project which may present a potential danger to public health, safety, or the environment and of which it is actually aware if ENGINEER is required to so report any such condition under any applicable federal, state or local law, rule, regulation or interpretation. If at any time during the performance of the Services, ENGINEER reasonably believes the safety of its employees, agents, subcontractors, or any other person is in jeopardy, ENGINEER reserves the right to immediately suspend the performance of the Services until such condition is remedied, or if such condition cannot be remediated to the reasonable satisfaction of ENGINEER, ENGINEER may terminate this Agreement.

1.1.3 Permit Assistance. ENGINEER agrees to assist OWNER in obtaining all necessary governmental permits, licenses, approvals, and documents required for the performance of the Services. ENGINEER's obligations to perform the Services are specifically subject to the issuance of all permits, licenses, approvals, or other documents required to enable ENGINEER to perform the Services.

1.1.4 Standard Practice. The Services will be performed on behalf of and solely for the exclusive use of OWNER and for no others. The Services performed by ENGINEER shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering and environmental consulting professions in the same locale acting under similar circumstances and conditions. EXCEPT AS SET FORTH HEREIN, ENGINEER MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY ENGINEER TO OWNER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 OWNER, without invalidating this Agreement, may request changes within the general scope of the Services required by this Agreement by altering or adding to the Services to be performed, and any such changes in the Services

shall be performed subject to this Agreement. Upon receiving OWNERs request, ENGINEER shall return to OWNER a change proposal setting forth an adjustment to the Services and Project Cost estimated by ENGINEER to represent the value of the requested changes. Following OWNERs review of ENGINEERs change proposal, OWNER shall execute a written change order or contract amendment directing ENGINEER to perform the changes in the Services.

2.2 If the parties agree, ENGINEER shall provide resident Project representation under ENGINEER's supervision which will be paid for by OWNER as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" and which will be intended to assist ENGINEER in observing performance of Contractor(s)' work, but will not involve ENGINEER in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to OWNER any guarantee by ENGINEER of the accuracy, quality or timeliness of Contractor(s)' performance.

SECTION 3 - OWNER'S RESPONSIBILITIES

3.1 OWNER shall provide all criteria and full information as to OWNER's requirements for the Project; designate a person to act with authority on OWNER's behalf in respect of all aspects of the project; examine and respond promptly to ENGINEER's submissions; and give prompt written notice to ENGINEER whenever he observes or otherwise becomes aware of any defect in the work.

3.2 ENGINEER shall indicate to OWNER the information reasonably needed for rendering the Services described in each purchase order, proposal or scope of work. ENGINEER shall review existing information provided by others and shall give OWNER its opinion as to the risks associated with reliance on such information. OWNER will immediately transmit to ENGINEER any new information concerning the Project that becomes available to it, either directly or indirectly, during the performance of this agreement. OWNER agrees to render reasonable assistance as requested by ENGINEER so the performance of the Services under this Agreement may proceed without delay or interference. ENGINEER will not be liable for any advice, judgment or decision based on inaccurate or incomplete information furnished by OWNER. To the extent that ENGINEER is required to rely solely upon existing information, OWNER agrees to waive any claim against ENGINEER and to indemnify and hold harmless ENGINEER from and against any and all claims, damages, losses, liability, and expenses, including attorneys fees, which may arise from errors, omissions, or inaccuracies in existing information provided to ENGINEER by OWNER, unless caused by or arising out of the sole negligent acts or omissions, or willful misconduct of ENGINEER or its employees, agents, or contractors. Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.

3.3 OWNER shall pay all costs incident to obtaining bids or proposals from Contractor(s).

3.4 Subcontract and Assignment Authorization. ENGINEER shall have the right to subcontract Project Services to be provided under this Agreement to qualified providers of services selected by ENGINEER. The fees and costs of such subcontractor(s) shall be included in ENGINEERs fee as specified in this Agreement, unless OWNER agrees that subcontractor services are to be directly billed to OWNER. ENGINEER shall have the right to assign and delegate any portion or all of its rights and obligations under this Agreement to qualified providers of services selected by ENGINEER, provided that such providers of services are related to ENGINEER as parent, subsidiary or otherwise affiliated entities. Such assignment and delegation shall be on the same terms and conditions as set forth in this Agreement, except that assignees share of the fee for services and the scope of work shall be set forth in a schedule that incorporates by reference the terms and conditions of this Agreement, unless otherwise modified. Such schedule shall include an express assignment and delegation by ENGINEER, and acceptance of such assignment and delegation by the assignee. OWNER hereby prospectively consents to and ratifies such assignment and delegation, which shall be affected at the discretion of ENGINEER.

SECTION 4 – TERMS AND CONDITIONS

4.1 Betterment

If a required item or component of the project should be omitted from construction documents, ENGINEER shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will ENGINEER be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

4.2 Billing and Payment

Invoices submitted by ENGINEER are due upon presentation and shall be considered PAST DUE if not paid within twenty one (21) calendar days of the invoice date. If payment is not received by ENGINEER within twenty one (21) calendar days of the invoice date, invoices shall bear interest at one-and-one half (1.5) percent (or maximum allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. If the OWNER fails to make payments when due and ENGINEER incurs any costs in order to collect overdue sums from the OWNER, the OWNER agrees that all such collection costs incurred shall immediately become due and payable to ENGINEER. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable ENGINEER staff costs at standard billing rates for ENGINEER time spent in efforts to collect. This obligation of the OWNER to pay collection costs shall survive the term of this Agreement or any earlier termination by either party.

If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, ENGINEER may suspend performance of services upon seven (7) calendar days' written notice to the OWNER. ENGINEER shall have no liability whatsoever to the OWNER for any costs or damages as a result of suspension caused by any breach of this Agreement by the OWNER.

4.3 Certifications, Guarantees and Warranties

ENGINEER will, as a matter of professional practice, affix a professional seal to the final copy of all completed plans or surveys, and review reports. Should the OWNER's project needs require ENGINEER to sign specific certifications or other documents, either for the OWNER or for second parties (such as lenders or potential buyers), the OWNER shall provide ENGINEER with copies of all such documents, containing the language to be signed, prior to entering into this contract. ENGINEER will review the certifications or documents submitted by the OWNER to determine whether complete and sufficient information is being collected or generated as part of the proposed scope of work to allow ENGINEER, as licensed professionals, to sign documents and, if not ENGINEER may propose a modified scope of work and cost. Any certifications or document language that ENGINEER has reviewed and agreed to sign as part of the scope of work shall be attached and made part of this agreement. ENGINEER shall not be required to sign any certifications or documents, no matter by whom requested, that have not been provided prior to entering the contract or that would result in ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence cannot be ascertained. The OWNER also agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to ENGINEER in any way contingent upon ENGINEER's signing any such certification.

4.4 Consequential Damages

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or ENGINEER, their employees, agents, sub ENGINEERs or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of income, loss of profit, loss of business, and/or loss of reputation.

4.5 Reuse of Documents.

All documents including Drawings and Specifications, prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. Upon full payment of ENGINEER's compensation for this project, a license to use the instruments of service shall be transferred to the OWNER. ENGINEER shall retain ownership and copyright of the instruments of service and the right to reuse the information contained in them in the normal course of ENGINEER's practice. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting there from. The OWNER further agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER in defense of any such claim, in accordance with ENGINEER's prevailing fee schedule and expense reimbursement policy.

4.6 Transfer of Electronic Data

When honoring a request to transfer, in electronic format, any documents to the OWNER, or others designates by the OWNER, ENGINEER makes no representations as to compatibility, usability, or readability of electronic files resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER in creating the files. Electronic drawing files typically contain sufficient data to generate a graphical representation useful for plotting hard copies, but typically do not contain all data necessary for automation of field construction staking activities (this additional data is only developed by ENGINEER if retained for construction staking). Data stored in electronic format is subject to random errors during file transfers and addition, deletions and amendments by agents outside the control of ENGINEER. For these and other reasons, information contained in the electronic files should be treated as a secondary information source to archival hard copies. Information contained in the signed and sealed documents should be deemed to be superior to electronic information. Any inconsistencies the OWNER discovers, between the electronic information and hard copy documents should immediately be reported to ENGINEER so that the source of the inconsistency may be investigated. See Reuse of Instruments of Service for additional terms and conditions related to electronic data and other instruments of service.

4.7 Opinions of Cost.

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.2. Engineering services to modify the Contract Documents to bring the Construction Cost within any limitation established by OWNER will be considered Additional Services and paid for as such by OWNER.

4.8 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, ENGINEER will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

4.9 Successor and Assigns.

4.9.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other part of the Agreement and to the partners, successors, executors,

administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

4.9.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 4.5.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractor, as he may deem appropriate to assist him in the performance of services hereunder.

4.9.3 Nothing herein shall be construed to give any rights or Benefits hereunder to anyone other than OWNER and ENGINEER.

4.10 Arbitration

4.10.1 All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to the Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in paragraphs 4.10.3 and 4.10.4 below. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 4.6 will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

4.10.2 Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

4.10.3 All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the part making such demand or answering statement is not more than \$200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$200,000 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$200,000 (exclusive of interest and costs).

4.10.4 No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

4.10.5 By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraph 4.10.3 and 4.10.4 may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent.

4.11 Limitation of Liability

4.11.1 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 by law, to limit the liability of ENGINEER to the OWNER for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fee and costs and expert-witness fees and costs, so that the total aggregate liability of ENGINEER to the OWNER shall not exceed \$10,000 or ENGINEER's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Should the OWNER desire greater liability limits for the Project, the OWNER shall

request such additional insurance prior to entering into this Agreement and ENGINEER will provide a cost quote for the additional insurance, based on the OWNER's requirements.

4.11.2 Insurance. In addition to any other insurance which ENGINEER may choose to carry, ENGINEER shall, at its sole expense, maintain in effect during the performance of the Services under this Agreement insurance coverages as follows: Workers Compensation as required by state law; General Liability and Automobile Liability with a combined single limit of \$1,000,000 per occurrence; Professional Liability, including Pollution Liability \$1,000,000 for claims made against ENGINEER for negligent errors or omissions in performance of Services hereunder. ENGINEER shall deliver to OWNER certificates of insurance, if requested by OWNER.

4.11.3 Indemnification. ENGINEER shall defend, indemnify and hold harmless the OWNER and its officers, employees, servants, agents, successors, and assigns from and against any and all liability, claims, demands, suits, actions, third party claims, penalties, fines, debts, accounts, damages, costs, expenses, losses and attorneys fees (hereinafter referred to collectively as Damages) which directly arise out of or result from injury or death to its employees and subcontractors or damage to property, to the extent the injury or damage is caused by the negligent act or willful misconduct of ENGINEER or its employees, servants and agents in the performance of ENGINEERs work under this Agreement. The OWNER shall give prompt notice to ENGINEER of any such suit, claim, demand, or action relating thereto in order to provide ENGINEER with the earliest opportunity to defend against any actions or proceedings for Damages. Indemnification under this provision shall exclude any and all Damages which either directly or indirectly arise out of or result from acts, errors, or omissions of the OWNER or any of their officers, employees, servants, agents, ENGINEERs, or other representatives. Neither party shall be liable to the other party for any special, indirect, incidental, punitive or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise.

4.11.4 Third Party Claims. In the event any third party brings a suit or a claim for damages against ENGINEER alleging exposure to or damage from materials, elements or constituents at or from the Project Site before, during or after services are performed by ENGINEER under this Agreement, which is alleged to have resulted in or caused any adverse condition to any third party or resulted in claims arising from remedial action, cleanup, uninhabitability of property, or other property damage, OWNER, except to the extent of ENGINEERs gross negligence or willful misconduct, agrees to defend, indemnify and hold ENGINEER harmless against any such suit or claim and any obligation or liability arising there from.

4.11.5 Unforeseen Occurrences. If, during the performance of Services under this Agreement, any unforeseen conditions or occurrences, including without limitation unforeseen hazardous substances or waste, are encountered which, in ENGINEERs sole judgment, may significantly affect the Services, the risk involved in providing the Services, or the scope of Services, OWNER will agree with ENGINEER to modify the scope of Services and ENGINEER will provide an estimate of additional charges to include provision for the previously unforeseen circumstances. Such estimate, when calculated by OWNER and ENGINEER will be a valid change order. As an alternative, ENGINEER may terminate Services under this Agreement in writing effective on the date specified by ENGINEER, in which event OWNER shall pay ENGINEER for services performed to the date of termination, plus reasonable expenses of termination.

4.11.6 Force Majeure. ENGINEER shall not be liable to OWNER for any loss, liability, cost, damage or expense arising out of the delay or failure to render Services under this Agreement where such delay or failure arises by reason of legislative, administrative or government prohibition, fire, weather conditions, hostilities, civil disturbances, labor or industrial disputes, acts of God or any other event beyond the reasonable control of ENGINEER, in which event either party may terminate that portion of the Services under this Agreement not yet completed, and ENGINEER shall have no further liability to OWNER therefore. A change authorization extending the time to perform and stating an appropriate fee adjustment may be elected by mutual agreement of the parties hereto as an alternative to termination.

4.11.7 Captions. The captions and headings in this Agreement are for purposes of reference only, and shall in no way limit or otherwise affect any of the terms or provisions hereof.

SECTION 5 – Geotechnical and Engineering

5.1 Tests and Inspections

Client shall cause all tests and inspections of the site, materials and work performed by CFS or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and CFS's recommendations. No claims for loss, damage or injury shall be brought against CFS by client or any third party unless all tests and inspections have been so performed and unless CFS's recommendations have been followed. Client agrees to indemnify, defend and hold CFS, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or CFS's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of CFS, its officers, agents or employees.

5.2 Scheduling of Work

The services set forth in CFS's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by CFS personnel at the prices quoted. If CFS is required to delay commencement of the work or if, upon embarking upon its requirements of third parties, interruptions in the progress of construction or other causes beyond the direct reasonable control of CFS, additional charges will be applicable and payable by client.

5.3 Sample Disposal

Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of CFS's report.

5.4 Hazardous Materials Nothing contained within this agreement shall be construed or interpreted as requiring CFS to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

CONVENTION AND TOURISM

DATE	EVENT	FUND USE	AMT	PREV. AMT	COMMENTS
7/8/2020	Summer & Fall Editions KANSAS! Magazine	Ad in Summer (\$675) & Fall (\$395) Editions (Split with MCAC)	\$1,070.00	\$ 1,400.00	food, mileage, registration City share (\$732.50) MCAC share (\$337.50)
4/5/2020	The Vietnam Memorial Wall September	Advertising -radio, newspaper, flyers social media	\$1,000.00	\$ -	Event sponsor-American Legion Post #163

\$2,070.00

CONTRACT FOR FIRE PROTECTION

Now on this ___ day of July, 2020, the City of Marysville, Kansas, a Kansas municipality, hereinafter referred to as "City" and Elm Creek Township, a township governmental unit of Marshall County, Kansas, hereinafter referred to as "Township", entered into this agreement for fire protection and rescue services, subject to the terms and conditions as more fully set forth below.

Recitals:

WHEREAS, the City of Marysville, Kansas, a municipal corporation of the second class, has passed Ordinance No. 1496 in accordance with the laws of the State of Kansas authorizing the Mayor and City Clerk to enter into a fire protection contract with said Township related to the provision of fire protection services by the Marysville Fire Department and its equipment for fighting fires beyond the corporate city limits of said City and within the territorial boundaries of said Township:

WHEREAS, Elm Creek Township, by and through its governing body, is authorized by K.S.A. 80-1502 et seq. to enter into a contract with said City for the provision of fire protection services; and,

Now therefore, pursuant to the authority granted under K.S.A. 80-1502 et seq., it is understood and agreed:

1. Fire Protection and Rescue Services: The Marysville Fire Department will respond to emergency calls for fire and rescue services within said Township. The Marysville Fire Department shall use the City's firefighting machinery, equipment and fire apparatus (including vehicles) and shall provide the volunteer firefighters. The Marysville Fire Department shall repair and maintain firefighting machinery, equipment and fire apparatus and shall be responsible for purchase of machinery, equipment and fire apparatus needed for the provision of rescue and firefighting services. The Marysville Fire Department shall also provide the training for volunteer firefighters and supervision of such firefighters during and at emergency calls. In addition, the Marysville Fire Department shall be responsible for maintaining fire and rescue records and for making such informational reports as required by any applicable regulatory body(ies).

All municipal firefighters, full paid or volunteer, attending and serving at fires outside the limits of the city, as provided by K.S.A. 80-1502, after being ordered or requested to do so by the fire chief or person in charge of the fire department, as authorized in this act, shall be considered as serving in their regular line of duty as fully as if they were serving within the limits of their own municipality, but full-paid firefighters shall receive no additional compensation and volunteer firefighters shall receive only such compensation as may be provided by ordinance for such cases, and all such firefighters shall be entitled to all the benefits of any pension fund, firefighter's relief fund or workmen's compensation the same as if the fire had been inside the city.

2. Hold harmless: The Township shall indemnify, defend and hold harmless the City, its officers, agents, employees and firefighters from and against any and all loss, damages, injuries, claims, causes of action or any liability of any kind whatsoever resulting from, or arising out of or in connection with the provision of fire and rescue services for any emergency run made by the Marysville Fire Department. It is stipulated and agreed that when an emergency call for services is received by the Marysville Fire Department or other representative of the City of Marysville it shall rest in the sole discretion of the Marysville Fire Chief or delegated member of the Marysville Fire Department acting in the capacity of the fire chief whether it is practical to make such emergency run having due regard for weather and road conditions and whether any beneficial service can be provided having due regard to the availability of manpower and equipment. Nothing in the terms of this contract shall be construed to require the Marysville Fire Department or its representatives to make any run, and no liability shall attach either to the member of the fire department or to the City of Marysville, its officers, employees or representatives for any failure to provide such service either expeditiously or at all; and further, no liability shall attach to the City of Marysville, its officers, employees, agents or representatives for either the negligent handling of such service or failure to properly address such service call, answering of such calls or the manner of combating the conflagration or other hazard for which the call may have been made.

3. Compensation: The Township shall pay to the City of fire protection and rescue services a sum equal or equivalent to a three and one-half (3.5) mill levy on assessed valuation for said Township for the three years of this contract. Said payments by the Township shall be made to the City semi-annually on or before the last day of January and July of each year of the contract term. The provision of services or the performance of the terms and conditions of this contract is subject to appropriation of funds by the City and Township. In the event sufficient funds are not appropriated to perform or provide services under this contract, then either party may terminate this agreement in accordance with the provisions of K.S.A. 80-1501.

4. Terms: The term of this contract shall be for a period of three years, commencing on January 1, 2021 and ending December 31, 2023. At the end of the contract term, the contract shall be renegotiated beginning as early as six (6) months prior to the end of the contract term.

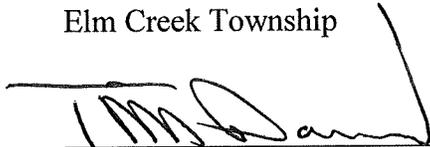
5. Books of Account and Auditing: The City shall make available to the Township, if requested, a true and complete record of the operating and maintenance costs, including fuel, insurance and other related documentation. The City shall track all operating costs and expenses, including without limitation, fuel costs, firefighter's stipends, and maintenance costs, and shall also track capital costs, including without limitation, purchase of fire apparatus and equipment, depreciation and related debt service schedules. The City shall make all such documentation available for examination at the Township's request at the Township's meeting place and without expense to the Township.

6. Signatories: The undersigned warrant and represent that they are duly authorized to bind the agency represented by the undersigned party to the agreement and the agency represented by the undersigned as a party to this agreement and that the agency represented by the undersigned is authorized to participate in and carry out the functions required by this agreement. All signatures shall be executed in counter parts, using the form appearing before or another substantially in the form.

City of Marysville, KS

Elm Creek Township

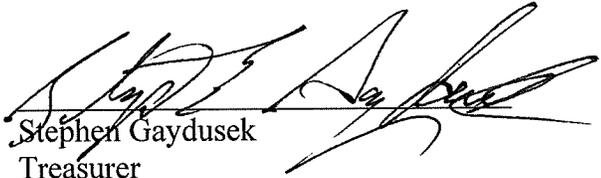
Jason Barnes
Mayor, City of Marysville, KS



Tim Downard
Trustee

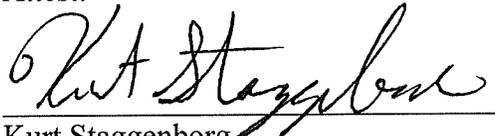
Attest:

Lucinda Holle
City Clerk, City of Marysville, KS



Stephen Gaydusek
Treasurer

Attest:



Kurt Staggenborg
Secretary

BALANCE IN FUNDS AS OF JUNE 30, 2020

General	\$ 1,323,531.86	Cemetery Endowment	\$ 37,481.62
Water Revenue	\$ 623,248.75	Library Revolving	\$ 6,573.57
Sewage Revenue	\$ 434,094.43	Library	\$ -
Street & Highway	\$ 90,999.70	Library Employee Benefit	\$ -
Airport Revolving	\$ 26,114.22	Swimming Pool Sales Tax	\$ 2,142,398.72
Sewer Replacement	\$ 709,388.99	Special Law Enforcement	\$ 7,019.06
Bond & Interest	\$ 10,949.62	Special Parks & Recreation	\$ 17,559.70
Bond & Interest #1	\$ 212,165.91	Koester Block Maintenance	\$ 43,303.20
Bond & Interest #1A	\$ 50,124.57	Employee Benefit	\$ 458,015.80
Special Improvements	\$ 261.35	Transient Guest Tax	\$ 16,460.47
Industrial	\$ 175,974.44	Mun. Equip Reserve	\$ 527,140.17
Economic Development	\$ 27,057.54	Capital Improvements	\$ 59,814.12
Fire Equipment Reserve	\$ 181,333.88	Sales Tax Improvements Fund	\$ 598,171.17
Fire Insurance Proceeds	\$ -	Water Utility Reserve	\$ 577,643.85
			<u>\$ 8,356,826.71</u>

Public Buliding Commission Balance 5/31/20: \$595,185.76

Bonds of City Outstanding	\$1,280,000.00
Revolving Loans	\$ 589,378.67
PBC Bonds Outstanding (Swimming Pool)	\$3,345,000.00
Water Collection - JUNE	\$ 69,420.83
Sewage Collection - JUNE	\$ 62,547.10
Investment of Idle Funds	\$3,788,545.00
.5% Matures 12-15-20	

Las Cabanas (June 2020), Main Dish (June 2020)

Outstanding Collections: State Set Off	Collections Bureau(CBK)	Outstandings	Total	
Water/Sewer \$ 26,939.88	\$ 8,728.73	\$ 14,598.23	\$ 50,266.84	
Municipal Court \$ 2,436.86	\$ 37,567.15	\$ 26,871.60	\$ 66,875.61	10 Yr Total

Respectively Submitted,

CINDY HOLLE
City Clerk

CITY CLERK'S FINANCIAL REPORT
FOR JUNE 2020

RECEIPTS:

JUNE	1 CASH DONATIONS	SPECIAL PARKS	40.00
	1 H & E BODY & GUN SHOP	SURPLUS GUNS FROM EVIDENCE	3,600.00
	1 ABIGAIL FREEMAN	WATER CONN FEE -- 1407 JENKINS	100.00
	1 BRITTANY OWENS & KYLE	BUILDING PERMIT #2087	25.00
	1 AMANDA COHORST	BUILDING PERMIT #2088	25.00
	2 LACEY STOCK	WATER CONN FEE -- 808 N 11TH	100.00
	3 TONY NIETFIELD	ELECT INSPECT - 210 S 6TH	30.00
	3 SUSAN ETELAMKI	JUNE 2020 RENT - 911 BROADWAY	175.00
	4 MARY ARMSTRONG	ELECT INSPECT - 305 WALNUT	30.00
	4 RICK STOLL	ELECT INSPECT - 710 JACKSON	30.00
	4 THE MAIN DISH	APRIL 2020 RENT - 913 BROADWAY	175.00
	4 EMC INSURANCE	INS PREMIUM REIMBURSEMENT	388.00
	4 ELANA MOHR	DOG TAGS 2020 - #204	15.00
	5 THE MAIN DISH	MAY 2020 RENT - 913 BROADWAY	175.00
	5 MICHAEL COUCH	WATER CONN FEE -- 1214 8TH RD	100.00
	8 BROADWAYS A CUT ABOVE	JUNE 2020 RENT - 909 BROADWAY	300.00
	8 TYLER HERMAN	WATER CONN FEE -- 1112 N 14TH	100.00
	9 REFLECTIONS	JUNE 2020 RENT - 901 BROADWAY	620.00
	9 MARYSVILLE SWIM TEAM	2019 & 2020 FEES	500.00
	9 MARY RICHARDSON	FIREWORKS PERMIT	25.00
	9 AUTHUM HESTER	INDIVIDUAL POOL PASS - #101	25.00
	9 JADRIAN HESTER	INDIVIDUAL POOL PASS - #102	25.00
	9 SHELLY DAY	FAMILY POOL PASS - #103	60.00
	9 THE SALVATION ARMY	WATER CONN FEE -- 504 ALSTON	100.00
	10 BARBARA BUSCH	INDIVIDUAL POOL PASS -- #107	25.00
	11 LAS CABANAS	MAY 2020 RENT - 908 ELM	700.00
	11 LIZ MANLEY	DOG TAG 2020 - #207	10.00
	11 DENNIS HAMPL	CAT TAG 2020 - #30	15.00
	11 DAVID BRUNA	BUILDING PERMIT - #2090	25.00
	11 KINSLEY MORTUARY	BURIAL ORDER - STOCK, POLEY	950.00
	11 CASEY HOLLE	INDIVIDUAL POOL PASS - #108	25.00
	12 MEGAN BLACKETER	FAMILY POOL PASS - #109	60.00
	12 CITY OF FRANKFORT	SEWER CLEANING - INV #4319	629.60
	12 ROBERT & JULIE ROEVER	BRICE HIGHT URN BURIAL & CEMETERY DEEC	250.00
	12 JESSICA MILLER	FAMILY POOL PASS #115	60.00
	12 PHILLIP HOLLE	UTV LICENSE #7	100.00
	15 LEIGHA BEHRENS	FAMILY POOL PASS #118	60.00
	15 JENNIFER SPARKS	ELEC INSP -- INVOICE #4307 & BLDG PERMIT #	85.00
	15 GREG BOSS	ELEC INSP -- 203 BROADWAY	30.00
	15 SOUTHWESTERN BELL	MAY 2020 FRANCHISE FEE	544.00
	15 MICHELLE SCHMELZLE	FAMILY POOL PASS #119	60.00
	16 NINA MCCLELLAN	FAMILY POOL PASS #120	60.00
	16 MARY KUENY	FIREWORKS PERMIT #212	25.00
	16 NELSON POWER & LIGHTS	FAMILY POOL PASS #122	60.00
	17 CASH DONATIONS	SPECIAL PARKS	25.50
	17 RENEE HOFFMAN	INDIVIDUAL POOL PASS #123	25.00
	17 MARY HUMPHRIES	FAMILY POOL PASS #124	60.00
	17 AMY KURTZ	INDIVIDUAL POOL PASS #125	25.00
	17 JILLIAN PEREZ	FAMILY POOL PASS #127	60.00
	18 JEFF GERMANN	DOG TAG 2020 - #209	10.00
	18 CHRISSY SCHILD	2 INDIVIDUAL POOL PASSES #128 & 129	50.00
	18 STEVE GOSE	INDIVIDUAL POOL PASS #130	25.00
	18 SCOTT RICHARD	DOG TAG 2020 - #210	15.00
	18 MCKENZIE KRACHT	DOG TAG 2020 - #211	15.00
	18 JAMIE GUERRERO	FAMILY POOL PASS #132	60.00

18 MARIA SEEMATTER	FAMILY POOL PASS #133	60.00
18 MARYSVILLE POLICE DEPT	EVIDENCE CASE #2006-356	122.00
18 MARYSVILLE POLICE DEPT	EVIDENCE CASE #2015-1465	10.00
18 MARYSVILLE POLICE DEPT	EVIDENCE CASE #19-371	2.00
18 MARYSVILLE POLICE DEPT	EVIDENCE CASE #20-197	60.00
18 MARYSVILLE POLICE DEPT	EVIDENCE CASE #20-209	3.51
18 DENNIS DOAK	2 INDIVIDUAL POOL PASSES #134 & 135	50.00
18 SCOTT GOSE	INDIVIDUAL POOL PASS #136	25.00
19 NEMAHA-MARSHALL	MAY 2020 FRANCHISE FEE	116.86
19 ANGELA FREDRICKSON	FAMILY POOL PASS #138	60.00
19 ELIZABETH SKINNER	INDIVIDUAL POOL PASS #139	25.00
19 PATTY HOLLE	INDIVIDUAL POOL PASS #140	25.00
19 MEGAN DAVIS	FAMILY POOL PASS #141	60.00
19 PATRICIA SEEMATTER	PUNCH CARD #104 - 20 PUNCHES	60.00
19 LUCAS PACKET	BUILDING PERMIT - 1010 ELM	34.80
19 COLETTE OTTENS	INDIVIDUAL POOL PASS #143	25.00
19 RUTH WETTER	FAMILY POOL PASS #146	60.00
22 CASH DONATIONS	CASH DONATIONS - CITY PARK	62.00
22 MERLENE MILLER	FIREWORKS PERMIT #213	25.00
22 TRACI WILKINSON	FAMILY POOL PASS #147	60.00
22 JAMIE ANDERSON	FAMILY POOL PASS #149	60.00
22 CARMEN LEE	FAMILY POOL PASS #150	60.00
22 MARYSVILLE SPORT & REC	GATOR RENTAL #4323	500.00
22 BRIAN GORDON	INDIVIDUAL POOL PASS #154 & PUNCH CARD :	60.00
22 MELODY GERMANN	INDIVIDUAL POOL PASS #153	25.00
22 KENT BARGMAN	FAMILY POOL PASS #155	60.00
22 SOUTHARD CORPORATION	CONTRACTORS LICENSE	75.00
22 APRIL SPICER	DOG TAGS 2020 - #212	10.00
22 APRIL SPICER	FAMILY POOL PASS #156	60.00
22 LACEY TURNER	DAY CARE POOL PASS #157	60.00
22 DELORES HARRIES	INDIVIDUAL POOL PASS #158	25.00
22 LAYCE HARTMAN	INDIVIDUAL POOL PASS #159	25.00
22 MEGHAN VORACEK	FAMILY POOL PASS #160	60.00
22 JANET WASSENBERG	FAMILY POOL PASS #161	60.00
22 VALLERY PRELL	FAMILY POOL PASS #163	60.00
22 MARY WASSOM	FAMILY POOL PASS #164	60.00
22 RHONDA WASSENBERG	PUNCH CARD #172	35.00
22 PAM STOHS	FAMILY POOL PASS #165	60.00
22 KEVIN EVENSON	FAMILY POOL PASS #166	60.00
22 KELLY WILKENS	FAMILY POOL PASS #168	60.00
22 MARKUS FRESE	FAMILY POOL PASS #169	60.00
22 ETHAN DUNKEN	FAMILY POOL PASS #170	60.00
22 MIKE FINCHAM	FAMILY POOL PASS #171	60.00
22 CINDY INGERSOLL	INDIVIDUAL POOL PASS #172	25.00
22 ROSE SHELBURNE	FAMILY POOL PASS #173	60.00
22 ASHLEY LYHANE	FAMILY POOL PASS #174	60.00
22 DEB BRUCKER	20 PUNCH CARD #105	60.00
22 KEVIN WARDERS	INDIVIDUAL POOL PASS #175	25.00
22 DEBBIE FOUST	FAMILY POOL PASS #177	60.00
22 ERIC WRIGHT	FAMILY POOL PASS #179	60.00
22 DEB LANDOLL	INDIVIDUAL POOL PASS #180	25.00
22 JANE SEEMATTER	INDIVIDUAL POOL PASS #181	25.00
22 QUENTIN SEALS	INDIVIDUAL POOL PASS #182	25.00
23 PAT GREENMAN	DOG TAGS 2020 - #213	10.00
23 ABBY ROTTINGHAUS	FAMILY POOL PASS #184	60.00
23 MANDY RENGSTORF	FAMILY POOL PASS #186	60.00
23 SHELLY CROME	FAMILY POOL PASS #187	60.00

23	LESLIE HOLLE	FAMILY POOL PASS #188	60.00
23	SHELDON SMITH	WATER CONN FEE -- 1500 DEBBIE LANE	100.00
23	CINDY GONZALEZ	INDIVIDUAL POOL PASS #189	25.00
23	RUSSELL HUBBARD	FAMILY POOL PASS #190	60.00
23	CARRIE HALBERT	INDIVIDUAL POOL PASS #191	25.00
23	MEGAN WOODYARD	FAMILY POOL PASS #192	60.00
23	VALLERY PRELL	WATER USAGE 1500 DEBBIE LANE	11.78
23	ALLISON CROUSE	FAMILY POOL PASS #193	60.00
23	JOY KRAMER	FAMILY POOL PASS #194	60.00
23	SHANNON SEARCEY	FAMILY POOL PASS #195	60.00
23	ANDREA PIPPIA	INDIVIDUAL POOL PASS #196	25.00
23	SHERRI BECKER	FAMILY POOL PASS #197	60.00
23	DANIEL RICHARDSON	2 INDIVIDUAL POOL PASS #198 & 199	50.00
23	SHALEENA COOK	INDIVIDUAL POOL PASS #200	25.00
23	TRISHA FINKBINER	FAMILY POOL PASS #201	60.00
23	SUE KEITH	INDIVIDUAL POOL PASS #202	25.00
24	SCOTT KELLER	FAMILY POOL PASS #203	60.00
24	JAMES FOWLER	2 INDIVIDUAL POOL PASS #204 & 205	50.00
24	JOEY WOLFE-STAGGS	FAMILY POOL PASS #206	60.00
24	KANSAS GAS SERVICE	MAY 2020 FRANCHISE FEE	4,954.63
24	KEMPER EICKMANN	INDIVIDUAL POOL PASS #207	25.00
24	JESSICA GRIFFEE	FAMILY POOL PASS #208	60.00
24	SUMMER GILLESPIE	INDIVIDUAL POOL PASS #209	25.00
24	SARA NAAF	FAMILY POOL PASS #210	60.00
24	STACEY FAITH	FAMILY POOL PASS #212	60.00
24	ASHLEY STRYKER	FAMILY POOL PASS #213	60.00
24	MARCIE DOWD	FAMILY POOL PASS #214	60.00
25	ADDISYN SCHMITZ	FAMILY POOL PASS #216	60.00
25	ALYSSA FELDKAMP	FAMILY POOL PASS #217	60.00
25	LOREN SMITH	INDIVIDUAL POOL PASS #218	25.00
25	JEAN TATE	FAMILY POOL PASS #219	60.00
25	TRAVIS BEHRENS	FAMILY POOL PASS #220	60.00
25	MEGAN ZIERLEIN	FAMILY POOL PASS #221	60.00
25	JOSE LEON	WATER CONN FEE - 407 N 9TH	100.00
25	CONNIE ACKERMAN	INDIVIDUAL POOL PASS #223	25.00
25	LIESHELL FAIRCHILD	FAMILY POOL PASS #224	60.00
25	JESSICA CLEMO	WATER CONN FEE - 1227 HEIGHTS AVE	100.00
25	PHILIP MILLER	FAMILY POOL PASS #226	60.00
25	STACIE THOMAS	INDIVIDUAL POOL PASS #227	25.00
25	ELIZABETH SKINNER	PUNCH CARD #174	35.00
26	SHANE CARLSON	WATER CONN FEE 208 N 10TH	100.00
26	LINDA PRICE	INDIVIDUAL POOL PASS #229	25.00
26	MELISSA EICKMANN	WATER CONN FEE -- 903 N 14TH	100.00
26	REBECCA HEUER	FAMILY POOL PASS #230	60.00
26	ROBERT HARDY	DOG TAG 2020 #215	15.00
26	ROBERT HARDY	FAMILY POOL PASS #232	60.00
26	RUTH SEAGREN	INDIVIDUAL POOL PASS #233 & 234	50.00
26	JILL SCHMIDT	INDIVIDUAL POOL PASS #236	25.00
26	BRYANT FRERKING	BUILDING PERMIT - 1200 N 8TH	25.00
26	CONNIE KABRIEL	FAMILY POOL PASS #237	60.00
26	JASON SLONE	WATER CONN FEE - 1709 CAROLINA	100.00
26	SALLY GRAY	INDIVIDUAL POOL PASS #238	25.00
26	VICKY GROSS	INDIVIDUAL POOL PASS #239	25.00
29	CITY OF BEATTIE	SEWER CLEANING	398.40
29	EVERGY	ELEC FRANCIES FEE -- MAY 2020	20,820.93
29	SUEANN WANKLYN	INDIVIDUAL POOL PASS #241	25.00
29	SUEANN WANKLYN	INDIVIDUAL POOL PASS #242	25.00

29 COLLEEN HOLLE	INDIVIDUAL POOL PASS #243	25.00
29 TOMMY BRINEGAR	WATER CONN FEE -- 503 ELM	100.00
29 TYLER HEIMAN	DOG TAGS 2020 #216	10.00
29 RACHEL MIDDLETON	3 CAT TAGS 2020 -- #31, 32, 33	30.00
30 MARYSVILLE POLICE DEPT	COPIES - INSURANCE	75.00
30 JULIE SHIELDS	FAMILY POOL PASS #246	60.00
30 MELANIE CLAY	10 PUNCH CARD #175	35.00
		<u>43,369.01</u>

DEPOSITED IN CITIZENS STATE BANK FOR
ACCOUNT OF CITY TREASURER

General Fund	\$ 29,541.73
Water Revenue Fund	\$ 1,210.71
Koester Block Maintenance Fund	\$ 2,145.00
Pool	\$ 5,715.00
Airport Revenue	\$ -
Sewer Revenue Fund	\$ 1,029.07
Transient Guest Tax	\$ -
Special Law	\$ 3,600.00
Special Parks	\$ 127.50
Sewer Replacement	\$ -
Water Utility Reserve	\$ -
	<u>\$ 43,369.01</u>

**ADJUSTED STATEMENT OF REVENUES
AND
BUDGET APPROPRIATIONS
AS OF JUNE 30, 2020**

FUND	BUDGETED	REC'D TO DATE	BUDGET BALANCE	PERCENT RECEIVED
GENERAL:				
TAX DISTRIBUTIONS	1,393,803	1,273,516	(120,287)	91%
ASSESSMENTS (weed/st)	2,500	418	(2,082)	17%
INTEREST	1,900	3,902	2,002	205%
FRANCHISE FEES	463,000	219,627	(243,373)	47%
LICENSES	10,950	1,350	(9,600)	12%
PERMITS	11,850	5,945	(5,905)	50%
GRANTS	1,000	2,481	1,481	248%
HIGHWAY MAINTENANCE	8,418	4,197	(4,221)	50%
RURAL FIRES	35,080	32,810	(2,270)	94%
BURIAL ORDERS	10,850	7,325	(3,525)	68%
CEMETERY DEEDS	1,200	1,450	250	121%
MUNICIPAL COURT	43,400	19,752	(23,648)	46%
IMPOUNDING FEES	1,000	305	(695)	31%
CONTRACT/RENTS	8,300	6,335	(1,965)	76%
GIFTS-DONATIONS (JOG)	1,725	0	(1,725)	0%
REIMBURSEMENTS	3,200	241	(2,959)	8%
MISC/PROP SOLD/INS DIVD/LIB	18,000	109,580	91,580	609%
TRANSFERS	685,085	228,756	(456,329)	33%
TOTAL	2,701,261	1,917,991	(783,270)	71%

2019 CASH CARRYOVER	602,122
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WATER REVENUE:				
WATER SALES	835,000	371,538	(463,462)	44%
INSTALLATION CHARGES	33,500	17,373	(16,127)	52%
PENALTIES	6,800	3,559	(3,241)	52%
SALES TAX	12,000	6,156	(5,844)	51%
INTEREST	4,000	3,922	(78)	98%
MISCELLANEOUS	5,000	679	(4,321)	14%
TOTAL	896,300	403,228	(493,072)	45%

2019 CASH CARRYOVER	687,849
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SEWAGE REVENUE:				
SEWAGE CHARGES	748,800	384,022	(364,778)	51%
PERMITS	2,500	0	(2,500)	0%
PENALTIES	9,609	5,400	(4,209)	56%
INTEREST	4,000	2,888	(1,112)	72%
REIMBURSED EXPENSE	100	0	(100)	0%
MISCELLANEOUS	1,000	3,960	2,960	396%
TOTAL	766,009	396,270	(369,739)	52%

2019 CASH CARRYOVER	322,501
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**ADJUSTED STATEMENT OF EXPENDITURES
AND
BUDGET APPROPRIATIONS
AS OF JUNE 30, 2020**

FUND	BUDGET APPROPRIATION	EXPENDITURES TO DATE	BUDGET BALANCE	PERCENT EXPENDED
GENERAL:				
ADMINISTRATION	450,515	244,413	206,102	54%
POLICE	722,470	307,292	415,178	43%
MUNICIPAL COURT	71,671	30,132	41,539	42%
FIRE	533,765	32,667	501,098	6%
STREET	527,496	221,002	306,494	42%
PARKS	172,319	83,486	88,833	48%
RECREATION	128,085	38,617	89,468	30%
CEMETERY	147,785	66,867	80,918	45%
TRAFFIC CONTROL	16,500	1,797	14,703	11%
HEALTH & SAN.	168,039	77,353	90,686	46%
STREET LIGHTING	80,800	32,543	48,257	40%
FORESTRY	2,150	186	1,964	9%
AIRPORT	17,491	5,915	11,576	34%
TRANSFERS	68,000	24,000	44,000	35%
ART CENTER/MAIN STREET	15,700	0	15,700	0%
GRANTS/GIFTS	8,500	5,000	3,500	59%
TORT LIABILITY	85,000	17,081	67,919	20%
NOXIOUS WEED	900	188	712	21%
TOTAL	3,217,186	1,188,537	1,960,017	37%
WATER REVENUE:				
PRODUCTION	249,675	59,509	190,166	24%
T & D	590,894	167,314	423,580	28%
COMMERCIAL & GENERAL	115,757	34,234	81,523	30%
NON-OP. EXPENSE+TORT	220,951	8,811	212,140	4%
TRANSFER TO B&I #1	159,000	79,500	79,500	50%
TRANSFER TO W. UTIL. RES	60,000	30,000	30,000	50%
TRANSFER TO GENERAL	40,000	20,002	19,998	50%
TOTAL	1,436,277	399,371	1,036,906	28%
SEWAGE REVENUE:				
COMMERCIAL & GENERAL	59,654	22,471	37,183	38%
COLLECTIONS	615,268	125,692	489,576	20%
PROCESSING	231,983	55,321	176,662	24%
TRANSFER TO SEW REPL.	100,000	50,002	49,998	50%
TRANSFER TO B&I #1 A	49,379	24,733	24,646	50%
TRANSFER TO GENERAL	40,000	20,002	19,998	50%
NON-OP TORT	1,000	0	0	0%
NON-OP GEN/ADMIN	0	0	0	0%
TOTAL	1,097,284	298,221	798,063	27%

06/30/2020

Receipts Report for the period 06/01/2020 to 06/30/2020

Page 1

Date	Case #	Name	NSF Receipt #	Pay Type	Reference #	Received By	Total Paid	
6/1/2020	18TR11571	Hartley, Evan T	<input type="checkbox"/> 5097	Cash		Ruth	\$185.00	
	JBEF		\$1.00		LETC	\$22.50		
	Municipal Court Fees		\$61.50		Fines	\$100.00		
6/1/2020	19TR13179	Hartley, Evan T	<input type="checkbox"/> 5098	Cash		Ruth	\$385.00	
	JBEF		\$1.00		LETC	\$22.50		
	Municipal Court Fees		\$61.50		Fines	\$300.00		
	Totals for 6/1/2020:						\$570.00	
6/5/2020	19TR6396	Thomas, Kyle P	<input type="checkbox"/> 5100	Money Order	12268	Ruth	\$145.00	
	Fines		\$85.00		Defense Attorney Fees	\$60.00		
6/5/2020	19TR6405	Thomas, Kyle P	<input type="checkbox"/> 5101	Cash		Ruth	\$490.00	
	JBEF		\$1.00		LETC	\$22.50		
	Municipal Court Fees		\$61.50		Fines	\$405.00		
6/5/2020	18TR12567	Vater, Jeremy L	<input type="checkbox"/> 5099	Money Order	8074	Ruth	\$110.00	
	Fines		\$10.00		Traffic Diversion	\$100.00		
	Totals for 6/5/2020:						\$745.00	
6/11/2020	16TR10938	Hight JR, Brice J	<input type="checkbox"/> 5104	Bond Applied	Bond ID = 730	Ruth	\$773.50	
	Fines		\$773.50					
6/11/2020	19CR4251	Nester *, Carissa A	<input type="checkbox"/> 5103	Cash		Ruth	\$50.00	
	Restitution		\$50.00					
6/11/2020	19TR13194	Schreiber, Mark E	<input type="checkbox"/> 5102	Cash		Ruth	\$585.00	
	JBEF		\$1.00		LETC	\$22.50		
	Municipal Court Fees		\$61.50		Fines	\$500.00		
6/11/2020	20CR3159	Simmons, Gage A	<input type="checkbox"/> 5105	Bond Applied	Bond ID = 729	Ruth	\$250.00	
	JBEF		\$1.00		LETC	\$22.50		
	Municipal Court Fees		\$61.50		Fines	\$165.00		
	Totals for 6/11/2020:						\$1,658.50	
6/15/2020	20TR3174	Bredeson, Felita T	<input type="checkbox"/> 5111	Cash		Ruth	\$20.00	
	LETC		\$20.00					
	Totals for 6/15/2020:						\$20.00	
6/17/2020	20TR13527	Schell, Darrin L	<input type="checkbox"/> 5106	Cash		Ruth	\$180.00	
	JBEF		\$1.00		LETC	\$22.50		
	Municipal Court Fees		\$61.50		Fines	\$95.00		
	Totals for 6/17/2020:						\$180.00	
6/19/2020	20CR3168	Jacques, Bonnie R	<input type="checkbox"/> 5108	Credit Card	55684174	Ruth	\$385.00	
	JBEF		\$1.00		LETC	\$22.50		
	Municipal Court Fees		\$61.50		Fines	\$300.00		
6/19/2020	18TR11562	Swearingen, Amber D	<input type="checkbox"/> 5107	Credit Card	55673490	Ruth	\$50.00	
	Fines		\$50.00					
	Totals for 6/19/2020:						\$435.00	
6/26/2020	20CR3159	Simmons, Gage A	<input type="checkbox"/> 5109	Cash		Ruth	\$50.00	
	Fines		\$50.00					
	Totals for 6/26/2020:						\$50.00	



JUDGES REPORT

JUNE REPORT	\$ 3683.50
BOND REPORT	\$ 5195.00
RESTITUTION PAID	\$ 50.00
TOTAL	\$ 8828.50
CK BOOK TOTAL	\$ 8828.50
TOTAL	\$ 00.00

Roberta L. Price

ROBERTA PRICE, MUNICIPAL COURT JUDGE

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>\$7.00</u>
D.	LAW ENFORCEMENT TRAINING CENTER FUND	<u>\$157.50</u>
E.	COMMUNITY CORRECTIONS SUPERVISION FEE FUND (DUI Fine)	<u>\$0.00</u>
F.	HUMAN TRAFFICKING VICTIM ASSISTANCE FUND (Human Trafficking Fine)	<u>\$0.00</u>
G.	SEAT BELT SAFETY FUND	<u>\$0.00</u>
TOTAL REMITTANCE		<u>\$164.50</u>

City # 3469.00 State # 164.50

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 June, 2020

Municipal Court of Marysville

Authorized Signature Ruth Maschmeyer Date: 06/30/2020

Treasurer's Use Only:

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

Check# _____

Date _____

JULY 13, 2020 -----ORDINANCE NO. 3727

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:		
FUND		
100	GENERAL	\$ 120,026.62
200	WATER REVENUE	37,626.74
300	SEWAGE REVENUE	10,394.22
405	SEWAGE REPLACEMENT	4,015.00
512	LIBRARY REVOLVING	5,862.93
600	SWIM POOL SALES TAX	13,877.11
603	SPECIAL LAW ENFORCEMENT	480.00
707	KOESTER BLOCK MAINTENANCE	204.77
711	EMPLOYEE BENEFIT	6,931.76
715	TRANSIENT GUEST TAX	357.12
720	MUNICIPAL EQUIPMENT RESERVE	14,352.00
799	CAPITAL IMPROVEMENTS	1,120.00
800	SALES TAX IMPROVEMENTS	<u>2,683.99</u>
	TOTAL ORDINANCE	\$ 217,932.26

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3727 7/13/2020

Date: 07/09/2020

Time: 10:12 am

Page: 1

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ACME PLUMBING	2268	BRASS REDUCER BUSHING-CITY HALL TOILET	0	00/00/0000	16.35
				Vendor Total:	<u>16.35</u>
AMBASSADOR COMPANY	2450	BOOK PROGRAM-POLICE DEPT	0	00/00/0000	480.00
				Vendor Total:	<u>480.00</u>
ARBOR INK	1723	1000 LEAVE APPLICATIONS & 2500 WATER PAYMENT ENVELOPES	0	00/00/0000	398.18
				Vendor Total:	<u>398.18</u>
ASSESSMENT STRATEGIES, LLC	2549	PERSONNEL TESTING-PHYSOLOGICAL AUSTIN WATTS	0	00/00/0000	175.00
				Vendor Total:	<u>175.00</u>
AT & T INTERNET	2452	INTERNET SERVICE AT POOL	45262	06/30/2020	64.20 H
				Vendor Total:	<u>64.20</u>
B & W ELECTRIC INC	481	GRAVE OPENINGS JUNE-C.PHELPS, D.FINCHAM,B.ZIMMERMAN,&M.POTTS <i>+ May - J. Polcy + m. Stock</i>	0	00/00/0000	1,650.00
				Vendor Total:	<u>1,650.00</u>
BG CONSULTANTS, INC.	0823	ENGINEERING NEW FIRE STATION PJT201172M PAYMENT #4	0	00/00/0000	24,000.00
				Vendor Total:	<u>24,000.00</u>
BLUE VALLEY TECHNOLOGIES	1380	PHONE SERVICE/SYSTEM,INTERNET, & SECURITY	45268	07/07/2020	1,368.86 H
				Vendor Total:	<u>1,368.86</u>
BOLTON & MC NISH LLC	1688	LEGAL SERVICES-MAY	0	00/00/0000	624.75
				Vendor Total:	<u>624.75</u>
CARTER WATERS CONST MATERI	0198	10-ADA CORNERS 2X5' BRICK RED CAST PAVER	0	00/00/0000	2,108.67
				Vendor Total:	<u>2,108.67</u>
CCS PRESENTATION SYSTEMS	2743	DESIGN AGREEMENT AUDIO-VISUAL MEETING ROOM C-HALL(50% DOWN)	45271	07/07/2020	1,120.00 H
				Vendor Total:	<u>1,120.00</u>
CES GROUP P.A.	0172	ENGINEER 2020 JENKINS ST WATER MAIN PJT-CONST DOCS & BID SERV <i>+ Engineer Sewer Line Broadway 14th-15th</i>	0	00/00/0000	19,350.00
				Vendor Total:	<u>19,350.00</u>
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #597	45265	07/01/2020	47,991.31 H
				Vendor Total:	<u>47,991.31</u>
CORE & MAIN LP	2599	SENSUS SOFTWARE SUPPORT 8/31/20 TO 8/30/21	0	00/00/0000	2,175.00
				Vendor Total:	<u>2,175.00</u>
D.R. CLEANING SOLUTIONS	2167	JANITORIAL SERVICE CITY HALL JUNE X3	0	00/00/0000	225.00
				Vendor Total:	<u>225.00</u>
DAVE'S BODY SHOP	4012	OIL CHANGE #1001	0	00/00/0000	75.12
				Vendor Total:	<u>75.12</u>
ECHO GROUP, INC	1629	OUTLET & OUTLET COVERS-FELD FIELD ELECTRIC FOR MOVIES	0	00/00/0000	41.57
				Vendor Total:	<u>41.57</u>
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	13,924.92
				Vendor Total:	<u>13,924.92</u>
EVERGY	1401	ELECTRICITY STREET LIGHTS	0	00/00/0000	5,130.79
EVERGY	1401	ELECTRICITY	45269	07/07/2020	9,767.62 H
				Vendor Total:	<u>14,898.41</u>
HACH COMPANY	0324	REAGENT SET, CHOLORINE FREE CL17 (3)	0	00/00/0000	213.03

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3727 7/13/2020

Date: 07/09/2020

Time: 10:12 am

Page: 2

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>213.03</u>
HALL BROTHERS INC	0200	60.68 TON COLD MIX, <i>53.88 ton sand, + 21.85 ton road gravel</i>	0	00/00/0000	<u>4,862.76</u>
				Vendor Total:	<u>4,862.76</u>
HAUG COMMUNICATIONS, INC	22	UNIVERSAL ELECTRONICS CHARGER (2)	0	00/00/0000	<u>20.80</u>
				Vendor Total:	<u>20.80</u>
HAWKINS, INC	1493	POOL CHEMICALS-PH PHENOL RED & TOTAL ALKALINITY, <i>AZONE, + cell granular drum DNR- COVID disinfectant</i>	0	00/00/0000	<u>1,163.27</u>
				Vendor Total:	<u>1,163.27</u>
HEINEN REPAIR SERVICE, INC	2601	PUMP FOR FERRIS MOWER #5559	0	00/00/0000	<u>974.90</u>
				Vendor Total:	<u>974.90</u>
HOMETOWN LUMBER, INC.	987	5PC TOOL COMBO KIT,BTRY TESTER WRENCHES,HEX KEYES,SCRW DR,ETC	45263	06/30/2020	<u>956.95 H</u>
				Vendor Total:	<u>956.95</u>
HONEYMAN FORD-MERCURY	2006	2020 FORD F250 4X4-CEM/PARKS VIN 1FTBF2B6XLED38310	45261	06/24/2020	<u>28,704.00 H</u>
				Vendor Total:	<u>28,704.00</u>
JOHN DEERE FINANCIAL	2322	LUBE,TORDON,BLADES,GREASE STICK,CULINDER,WD-40,BITS,ETC	45270	07/07/2020	<u>258.53 H</u>
				Vendor Total:	<u>258.53</u>
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS	0	00/00/0000	<u>8,340.76</u>
				Vendor Total:	<u>8,340.76</u>
KANSAS DEPT OF WILDLIFE,PARK	2560	(3) 2021 KANSAS TRAVEL GUIDE LISTINGS-BLK SQR,BRRT,&CAMPING	0	00/00/0000	<u>240.00</u>
				Vendor Total:	<u>240.00</u>
KANSAS GAS SERVICE	1201	GAS SERVICE	45267	07/07/2020	<u>466.91 H</u>
				Vendor Total:	<u>466.91</u>
KANSAS ONE-CALL SYSTEM, INC	838	LOCATES (65) JUNE	0	00/00/0000	<u>78.00</u>
				Vendor Total:	<u>78.00</u>
KANSAS PAYMENT CENTER	1238	WITHHOLDING ORDER MS16DM000055	0	00/00/0000	<u>383.08</u>
				Vendor Total:	<u>383.08</u>
KANSAS SECRETARY OF STATE	0168	RENEW NOTARY-LUCINDA HOLLE	0	00/00/0000	<u>25.00</u>
				Vendor Total:	<u>25.00</u>
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	<u>2,378.84</u>
				Vendor Total:	<u>2,378.84</u>
KIESLER POLICE SUPPLY	2744	1000 ROUNDS 9MM AMMUNITION	0	00/00/0000	<u>455.03</u>
				Vendor Total:	<u>455.03</u>
KNDY	1873	ADS-POOL PASS PRICING-COVID-19	0	00/00/0000	<u>105.00</u>
				Vendor Total:	<u>105.00</u>
LANDOLL CORPORATION	0093	METAL FOR CATCH BASIN TOPS & ARMS	0	00/00/0000	<u>103.51</u>
				Vendor Total:	<u>103.51</u>
LATTA PLUMBING, INC.	0079	REPAIR POOL SOFTENER, PVC PIPE & COUPLINGS <i>+ 40 gallons water-police</i>	0	00/00/0000	<u>287.24</u>
				Vendor Total:	<u>287.24</u>
LEATHERS & ASSOCIATES, INC	2730	2 SLIDES,CRADLE CLIMBER,ACCESS INSURANCE CLAIM-FIRE(2ND HALF)	0	00/00/0000	<u>2,528.93</u>
				Vendor Total:	<u>2,528.93</u>
LEXINGTON PLUMBING & HEATING	2504	INSPECTED/RESET POOL HEATER	0	00/00/0000	<u>785.00</u>
				Vendor Total:	<u>785.00</u>
LIFEGUARD STORE, INC	1554	MEN'S SWIM SUIT-MEDIUM (1)	0	00/00/0000	<u>66.50</u>
				Vendor Total:	<u>66.50</u>

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3727 7/13/2020

Date: 07/09/2020

Time: 10:12 am

Page: 3

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
LOYAL AMERICAN	1935	INSURANCE PREMIUM-JULY	0	00/00/0000	159.83
				Vendor Total:	159.83
MARYSVILLE AMBULANCE SERVIC	0072	AMBULANCE CONTRACT PAYMENT	0	00/00/0000	12,761.00
				Vendor Total:	12,761.00
MARYSVILLE POSTMASTER	0340	BULK POASTAGE 1268 WATER BILLS	45266	07/02/2020	361.38 H
				Vendor Total:	361.38
MARYSVILLE READY MIX, INC	0089	3.75YD CONCRETE-ADA CORNER 9TH & WALNUT	0	00/00/0000	540.50
				Vendor Total:	540.50
MUNICIPAL SUPPLY, INC	579	3/4" METERS,ANTENNAS,VALVE, HYDRANT,GASKETS,GLANDS,ETC	0	00/00/0000	9,914.62
				Vendor Total:	9,914.62
MURPHY TRACTOR & EQUIPMENT	2154	WINDSHIELD & REAR VIEW MIRROR #4530 LOADER	0	00/00/0000	762.27
				Vendor Total:	762.27
NELSON POWER & LIGHT	2339	SERVICE CALL SWIM POOL OUTLETS	0	00/00/0000	60.00
				Vendor Total:	60.00
NETWORK COMPUTER SOLUTION	2223	ANTI-VIRUS 25 COMPUTERS,CLOUD BACK UP-SERVER/WTR/ADDNTL + Check server for replacement drive	0	00/00/0000	214.25
				Vendor Total:	214.25
NORTH CENTRAL REGIONAL PLAN	1863	PROJECT ADMIN APPLICATION FEE LAKEVIEW	0	00/00/0000	277.65
				Vendor Total:	277.65
OEHM PLUMBING & HEATING	1616	REPAIR TOILETS AT POOL	0	00/00/0000	470.79
				Vendor Total:	470.79
OR-AL QUARRIES, INC.	1678	1.5" MIX ROCK 90.76 TONS-STOCK	0	00/00/0000	739.69
				Vendor Total:	739.69
O'REILLY AUTOMOTIVE, INC	2668	FILTER WRENCH	0	00/00/0000	15.99
				Vendor Total:	15.99
OTT ELECTRIC, INC	0037	SHIPPING LAGOON/WATER SAMPLES & 1 FURNACE FILTER	0	00/00/0000	68.06
				Vendor Total:	68.06
PACE ANALYTICAL SERVICES INC	2519	WASTE WATER ANALYSIS-MAY & JUNE	0	00/00/0000	803.10
				Vendor Total:	803.10
PETTY CASH FUND (GENERAL)	0063	TAGS #4008 & 5002,POSTAGE-WTR SAMPLES, & FOOD FOR WORKSHOPS	0	00/00/0000	228.87
				Vendor Total:	228.87
PONY EXPRESS VETERINARY CLII	452	EUTHANIZE/BOARD CATS/DOGS	0	00/00/0000	66.00
				Vendor Total:	66.00
PRAIRIE FIRE COFFEE SYSTEMS	0229	COFFEE-STREET & POLICE DEPT	0	00/00/0000	179.60
				Vendor Total:	179.60
QUILL CORPORATION	0132	CRATE, DRY-ERASE BOARD, MARKERS, ERASER, & CLEANER	0	00/00/0000	58.75
				Vendor Total:	58.75
REEVES-WIEDEMAN COMPANY	2615	REBUILD KIT BACKFLOW PREVENTOR AT POOL	0	00/00/0000	98.00
				Vendor Total:	98.00
ROSEBAUGH JANITORIAL SERVIC	2043	JANITORIAL SERVICE-POLICE DEPT JUNE X8	0	00/00/0000	600.00
				Vendor Total:	600.00
SLUPS REPAIR	2282	TIRE REPAIR WATER DEPT TRAILER	0	00/00/0000	14.96

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3727 7/13/2020

Date: 07/09/2020

Time: 10:12 am

Page: 4

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	14.96
SUNSHINE INDUSTRIAL	2541	(5) 14X1.25X1 SAW BLADES-TIGER TOOTH DIAMOND BLADES	0	00/00/0000	585.00
				Vendor Total:	585.00
SWIMMING POOL REIMBURSEMENT	2494	REIMBURSE LIFEGUARD CERT CLASS <i>6 Certifications + 2 Recertifications</i>	0	00/00/0000	1,450.00
				Vendor Total:	1,450.00
TEMPS DISPOSAL SERVICE INC	0012	TRASH SERVICE JUNE	0	00/00/0000	447.50
				Vendor Total:	447.50
UNITED PEST CONTROL, INC	712	ANNUAL TERMITE INSPECTION-ART CENTER 6/26/20 TO 6/26/21, <i>annual @ swim pool,</i> <i>+ bimonthly @ Police Dept.</i>	0	00/00/0000	425.00
				Vendor Total:	425.00
MEGHAN K VORACEK	2720	COURT LEGAL SERVICES(MARCH 26- JUNE 20)	0	00/00/0000	1,694.00
				Vendor Total:	1,694.00
WAL-MART COMMUNITY	1254	HOSE,INK,CLEAN SUP,PHONE CORD, WATER,GATORADE,BATRS,ETC	45264	06/30/2020	850.07 H
				Vendor Total:	850.07
				Grand Total:	217,932.26
				Less Credit Memos:	0.00
				Net Total:	217,932.26
				Less Hand Check Total:	91,909.83
				Outstanding Invoice Total :	126,022.43
Total Invoices:	85				

City Administrator's Report

7/10/2020

7/13/2020 Council Meeting

1. Wastewater Geotech

Included is a proposal to do the Geotech out east of the lagoons for wastewater improvements. Also discussed in the proposal is the option to core east of the river to test the potential of using that land as wetlands to filter the lagoon water. The price is not lined out for the alternative site in the proposal, but I did get an email from Terracon where they estimated what it would cost to do four test sites. The email is included. This Geotech would help us in making decisions for the future of our wastewater treatment.

I am proposing the council approve the Geotech for the sites next to the lagoons as well as providing for up to \$3000 for additional testing at the alternative site. Thaniel with BG believes that this would be enough for any additional testing that might be needed at the alternative site.

Recommendation: Approve 4 proposed boring sites adjacent to lagoons plus \$3000 for testing at the alternative site.

Pages: 61-77

2. Financials/Project Costs

The General fund is \$135,727 above where it was at this time last year. This is mainly due to the transfer from the Bond and Interest fund. This additional money from the Bond and Interest fund is designated to help pay for the new fire station. The Water fund increased by \$20,204 from May's ending balance, but it is still about \$50k lower than last year's balance at this time. The Sewer fund saw an increase of about \$32k but will see a sharp decline as we go to pay for the Cured in Place project this month. The Sales Tax fund saw an increase in revenue compared June of 2019. This comes at a time when the state as a whole saw a 12% decrease in sales tax.

Pages: 78-85

July 9, 2020



City of Marysville
209 N. 8th Street
Marysville, Kansas 66508

Attn: Mr. Austin St. John, City Administrator
P: (785) 562 5331
E: cityadm@bluevalley.net

Re: Proposal for Geotechnical Engineering Services
Wastewater Treatment Lagoons
SW of Hwy. 36 & 8th Rd.
Marysville, Kansas
Terracon Proposal No. PC6205031

Dear Mr. St. John:

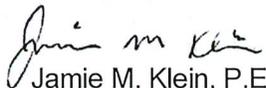
We appreciate the opportunity to submit this proposal to City of Marysville (Client) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

We will provide the scope of services outlined in this proposal on a unit rate basis in accordance with the fees shown in Exhibit C.

To authorize Terracon to proceed in accordance with this proposal, please sign and return a copy of the attached Agreement for Services via email or mail.

Sincerely,
Terracon Consultants, Inc.


Jamie M. Klein, P.E.
Senior Geotechnical Engineer


Stephen B. Pretsch, P.E.
Principal

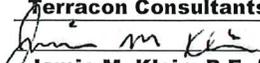
Terracon Consultants, Inc. 1120 Hostetler Drive Manhattan, Kansas 66502
P (785) 539 9099 F (785) 539 4437 terracon.com

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Marysville KS ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Wastewater Treatment Lagoons, Marysville, KS project ("Project"), as described in Consultant's Proposal dated 07/09/2020 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: Terracon Consultants, Inc.
By:  Date: 7/9/2020
Name/Title: Jamie M. Klein, P.E. / Office Manager
Address: 1120 Hostetler Dr
Manhattan, KS 66502-5062
Phone: (785) 539-9099 Fax: (785) 539-4437
Email: Jamie.Klein@terracon.com

Client: City of Marysville KS
By: _____ Date: _____
Name/Title: Austin St. John / City Administrator
Address: 209 N 8th St
Marysville, KS 66508
Phone: (785) 562-5331 Fax: _____
Email: cityadm@bluevalley.net

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by BG Consultants and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. We request the Client and design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	<p>The project is primarily located east of the existing wastewater treatment lagoons, which are approximately ½ miles southwest of the intersection of Highway 36 and 8th Road, on the west side of Marysville, Kansas.</p> <p>Additionally, an alternate site may be considered for the proposed lagoons, which is located approximately 1-mile east of the existing lagoons, or about ¼ mile south-southeast of the Highway 36 bridge over the Big Blue River.</p>
Existing Improvements	<p>Existing wastewater lagoons are present west of the proposed lagoon location. The alternate location is unimproved, but the general area was used as a borrow source for the railroad and levee improvements which were constructed in the early to mid-2000s. Based on historical aerial photos available on GoogleEarth, it appears there were 4 defined borrow pits as shown below (2005 aerial shown).</p> 
Current Ground Cover	Assumed to be grass and shrubs at both sites.

Item	Description
Existing Topography	The site near the existing lagoons appears to be slightly to moderately sloped down toward the southeast. The alternate site is assumed to be relatively level with the exception of low areas that result from previous borrow-related earthwork activities.
Site Access	We expect all exploration locations would be accessible with our ATV or track-mounted drilling equipment. We understand some of the low areas within the alternate site may be saturated and inaccessible; however, all borings in this area will offset to accessible locations.
Expected Subsurface Conditions	<p>The site near the lagoons is located in an upland topography. Based on previous soil borings performed by Terracon for the original lagoon construction, we anticipate subsurface conditions will include either residual or glacial soils to depths on the order of 10 to 15 feet underlain by shale and limestone bedrock.</p> <p>The alternate site is located within the Big Blue River flood plain. Based on our experience in the vicinity of this site, we anticipate the subsurface conditions likely consist of alluvial soils comprised of clay and silt, underlain by shale and limestone bedrock.</p>

Planned Construction

Item	Description
Information Provided	Our understanding of the project is from conversations and email correspondence with BG Consultants.
Project Description	We understand the City's existing wastewater treatment lagoons will be expanded to include new lagoon cells which will be located either directly east of the existing lagoons, or at the alternate site approximately 1 mile east of the existing lagoons. The alternate site may also consider constructed wetlands for treatment purposes.
Proposed Improvements	<p>At the time of this proposal the size of the proposed new lagoon cells was not provided. We anticipate new lagoons constructed at the existing facility would require a maximum seepage rate of 1/4 inch per day, while new lagoons in the Big Blue River floodplain would require a 1/10 inch per day (Groundwater Sensitive Area).</p> <p>We anticipate the preference would be to utilize a new constructed clay liner using onsite materials to decrease the permeability of the lagoon's floors and side slopes. Typically, a minimum 12- to 18-inch thick clay liner of moderate to high plasticity soils could achieve the required permeability; however, if onsite materials are not adequate for the required permeability, other alternatives may need to be considered including the incorporation of bentonite into the soil or a synthetic liner.</p>

Item	Description
Grading/Slopes	Grading plans were not available at this time. We respectfully request approximate planned grades be provided prior to our drill rig mobilization. We anticipate that permanent slopes will be no steeper than 3H:1V (Horizontal to Vertical).
Below Grade Structures	We anticipate some minor below grade structures such as vaults, valves, pits, etc. may be required.
Free-Standing Retaining Walls	None anticipated

EXHIBIT B - SCOPE OF SERVICES

The purpose of the geotechnical engineering services will be to evaluate the subsurface soil and groundwater conditions, and to determine geotechnical engineering criteria for the design and the development of the project in general accordance with KDHE guidelines. Our proposed scope of services is described in the following sections.

Field Exploration

As requested by the client, we propose the field exploration program consist of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
4	15	East of existing lagoons
Up to 2	15	Optional additional borings east of existing lagoons, depending upon variability observed in first 4 borings.
Undetermined	15	Alternate lagoon site

1. Below ground surface. Borings would be terminated at shallower depths if practical auger refusal is encountered. Upon request, and depending on existing and anticipated grades, borings could be advanced through bedrock with rock coring techniques for additional fees as shown in Exhibit C.
2. The planned boring locations east of the existing lagoons are shown on the attached **Anticipated Exploration Plan**. The boring locations at the alternate lagoon site are unknown at this time. We understand boring locations at both sites would be accessible to our ATV or track mounted drilling equipment.

Boring Layout and Elevations: We will use handheld GPS equipment and reference existing site features to locate borings with an estimated horizontal accuracy of +/-10 feet. If available, approximate ground surface elevations will be obtained by interpolation from a site specific, surveyed topographic map. In the absence of site-specific topographic information, elevations will be obtained by the drill crew using a level and grade rod and referencing an available temporary benchmark or estimated using Google Earth.

Subsurface Exploration Procedures: We will advance soil borings with an ATV or track-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions) and/or rotary wash boring techniques. Three to four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. In addition, we will collect bulk samples for standard Proctor and remolded permeability testing of remolded samples to estimate the likely seepage rate of a clay liner constructed from onsite soils.

Rock samples would be obtained using the split-barrel sampling procedure or upon request rock coring. If rock coring is performed, an NQ sized rock core barrel is used, and water or drill fluid

will be introduced into the borehole to facilitate rock coring. The spent water or drill fluid will be discharged on site.

The samples will be placed in appropriate containers, transported to our soil laboratory for testing, and classified by a Geotechnical Engineer.

Our drill crew will prepare field boring logs, which will include sampling depths, visual classifications of materials encountered during drilling, and the drill crew's interpretation of subsurface conditions between samples. Groundwater observations will also be recorded during drilling operations, as well as the day after drilling completion. If longer term groundwater monitoring is desired, Terracon can install a temporary piezometer upon request, for the additional fees shown in Exhibit C.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should also be understood that in the normal course of our work some such disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill the boreholes with auger cuttings and bentonite chips after completion of drilling and sampling. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes, for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location through Kansas One Call. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current scope of services. The

detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Laboratory Testing

The project engineer will review field data and assign laboratory tests. Exact types and number of tests cannot be defined until the completion of field work, but we anticipate the following tests may be performed:

- Grain size analysis
- Water content
- Unit dry weight
- Atterberg limits
- Unconfined compressive strength
- Standard Proctor
- Remolded permeability

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS). If bedrock samples are obtained, rock classification will be conducted using locally accepted practices for engineering purposes.

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When services are complete, we will upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature. Previous submittals, collaboration and the report are maintained in our system.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Subgrade preparation/earthwork recommendations
- Lagoon liner recommendations and considerations

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

We will provide the scope of services outlined in this proposal on a unit rate basis in accordance with the fee schedule below.

Task	Minimum Units and Rate	Subtotal
Drill Rig Shared Mobilization ¹	\$300 lump sum	\$300
Field Exploration		
■ Utility locates / drill coordination	\$300 lump sum	\$300
■ Base scope of drilling (4 borings)	80 @ \$18/ft.	\$1,440
■ Additional borings (at initial site)	\$18/ft.	---
■ Local mobilization to alternate site	\$500 lump sum	---
■ Travel between borings	\$100 each	---
■ Borings at alternate site	\$15/ft.	---
■ Rock coring at either site upon request	\$45/ft.	---
■ 24-hour groundwater levels & backfilling	2 @ \$230/hr.	\$460
■ Per diem	2 @ \$325/night	\$650
Mobilization & Field Exploration Subtotal (4 borings)		\$2,850
Laboratory Testing		
■ Moisture content	20 @ \$10/ea.	\$200
■ Unconfined compression & unit weight	8 @ \$35/ea.	\$280
■ Atterberg limits	3 @ \$90/ea.	\$270
■ Grain size analysis	3 @ \$125/ea.	\$375
■ Standard Proctor	3 @ \$160/ea.	\$480
■ Remolded permeability	3 @ \$350/ea.	\$1,050
■ Boring log preparation	4 @ \$50/ea.	\$200
Laboratory Subtotal (4 borings)		\$2,855
Engineering / Analysis / Reporting		
■ Staff engineer – analysis & report prep.	8 @ \$105/hr.	\$840
■ Senior engineer – analysis & report prep.	4 @ \$160/hr.	\$640
■ Principal engineer – oversight and review	2 @ \$175/hr.	\$380
Engineering Subtotal		\$1,860
Minimum Estimated Total ²		\$7,865

Task	Minimum Units and Rate	Subtotal
<ol style="list-style-type: none"> 1. Considers this proposal is approved concurrently with the Marysville Fire Station proposal and therefore a combined mobilization could be utilized. If concurrent approval is not possible, the total mobilization cost would be \$1,500. 2. Minimum units and associated costs are based on performing <u>only 4 borings</u> immediately east of the existing lagoons with no rock coring and associated laboratory testing and engineering. Additional borings, rock coring and associated laboratory testing and engineering would be performed upon request and invoiced using the rates shown above. 		

Our scope of services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape or crops. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services. If borings are performed when crops are planted, a crop damage agreement should be established between the Client and crop owner prior to subsurface exploration.

Additional services, include the following, could be performed upon request:

Additional Services (see Exhibit B)	Lump Sum Fee
Private Utility Locate Service ¹	\$500 mob/demob + \$150/hr. onsite
Bentonite-amended falling head permeability tests ²	\$400/ea.
Temporary piezometer installation to observe longer term groundwater levels. ³	\$200/ea.

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.
2. Would likely be recommended if the initial permeability tests indicate sufficiently impermeable materials are not available onsite.
3. The cost shown is for installation only, which would include a 2" diameter PVC pipe that is capped a couple feet above ground. Future groundwater level readings and the removal of the piezometer could be performed by others, or Terracon could monitor groundwater levels and remove the piezometer for additional fees.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. Further, if additional borings beyond the initial 4 are performed and/or additional laboratory testing is necessary, the schedule would be impacted. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

<i>GeoReport</i> ® Delivery	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	3 days
Site Characterization	10 to 15 days
Geotechnical Engineering	15 to 30 days

1. Upon receipt of your notice to proceed we will activate the schedule component of our *GeoReport*® website with specific, anticipated working days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our *GeoReport*® website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D – SITE LOCATION AND PREVIOUS GEOTECHNICAL DATA

Wastewater Treatment Lagoons ■ Marysville, Kansas
July 9, 2020 ■ Terracon Proposal No. PC6205031

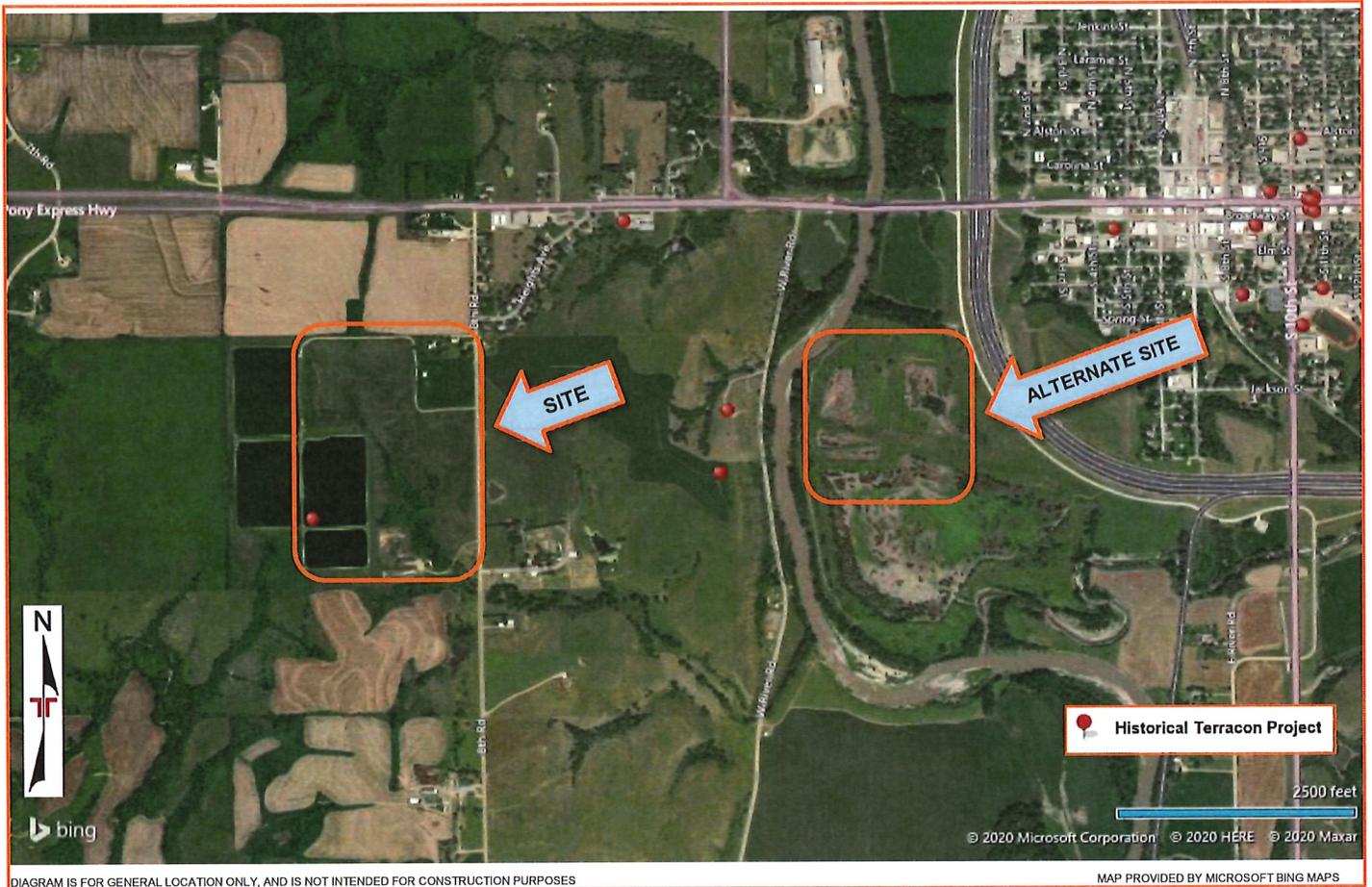
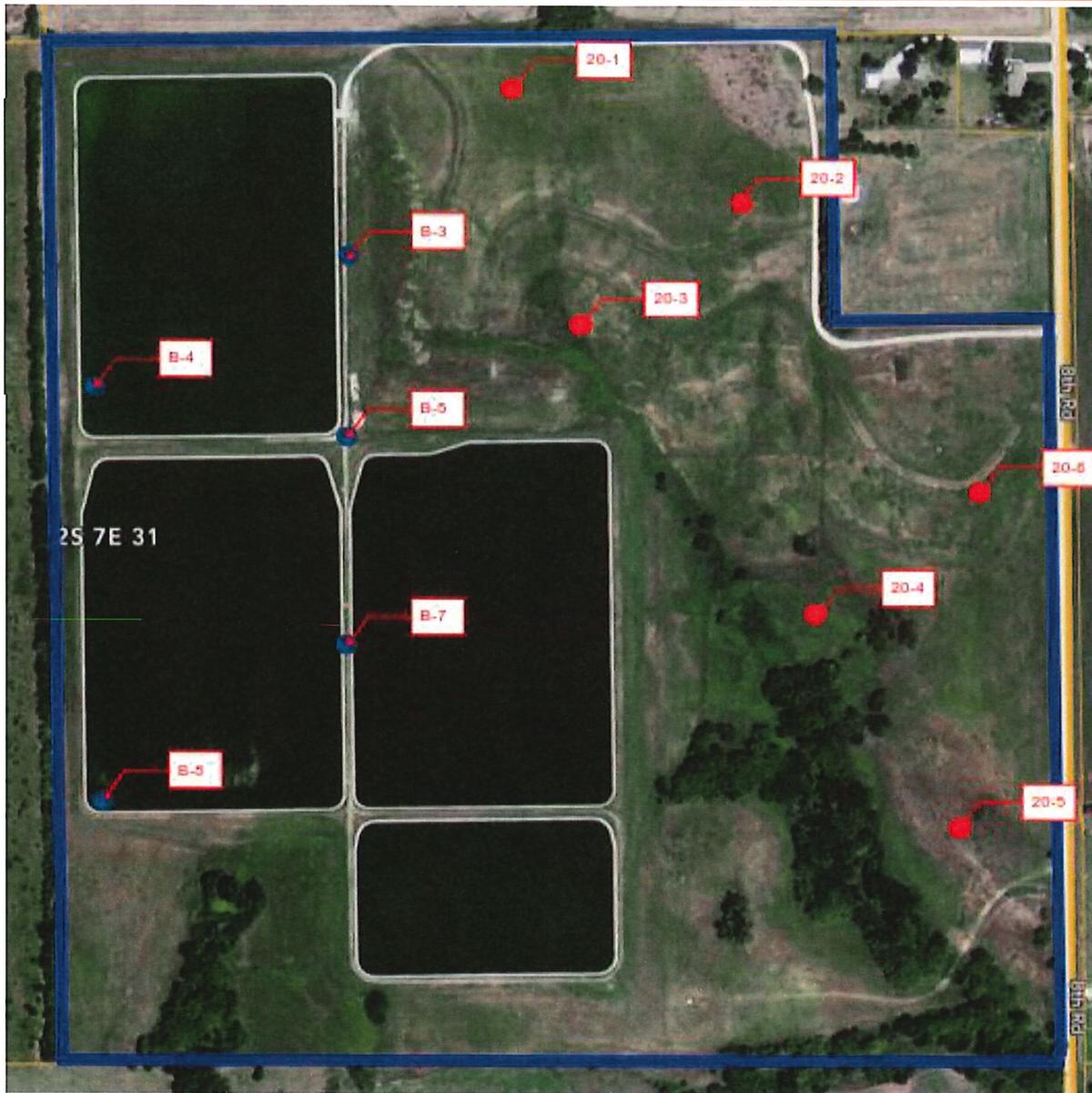


EXHIBIT E – ANTICIPATED EXPLORATION PLAN (INITIAL SITE)

Wastewater Treatment Lagoons ■ Marysville, Kansas

July 9, 2020 ■ Terracon Proposal No. PC6205031



- Approximate City Property Boundary
- Approximate Location of Previous Borings
- Approximate New Boring Location

Note: All locations of previous boring are approximate. Previous borings were completed in 1995.

New boring locations are approximate and will be determined in the field. The numbering system is preferred schedule. If it is noted that previous borings are all consistent in nature the number of borings may be less than shown.



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

PLAN PROVIDED BY CLIENT

Costs for Additional Sites in Alternate Area

Good Morning Austin,

In addition to the \$15 per foot, there would be an initial charge of \$500 for the local mobilization, which includes the time needed to load and unload the rig, added utility clearance and our time to coordinate the added exploration. There would also be laboratory costs, but this would be coordinated with BG. I would envision at a minimum that we would do moistures/descriptions, which adds \$10 per sample and we usually collect 4 samples for every 15-foot boring. There would be boring log preparation time at \$50 per boring but we would not have any additional engineering/analysis/reporting time.

I have provided below an example of adding 4 borings to 15 feet at the alternate site.

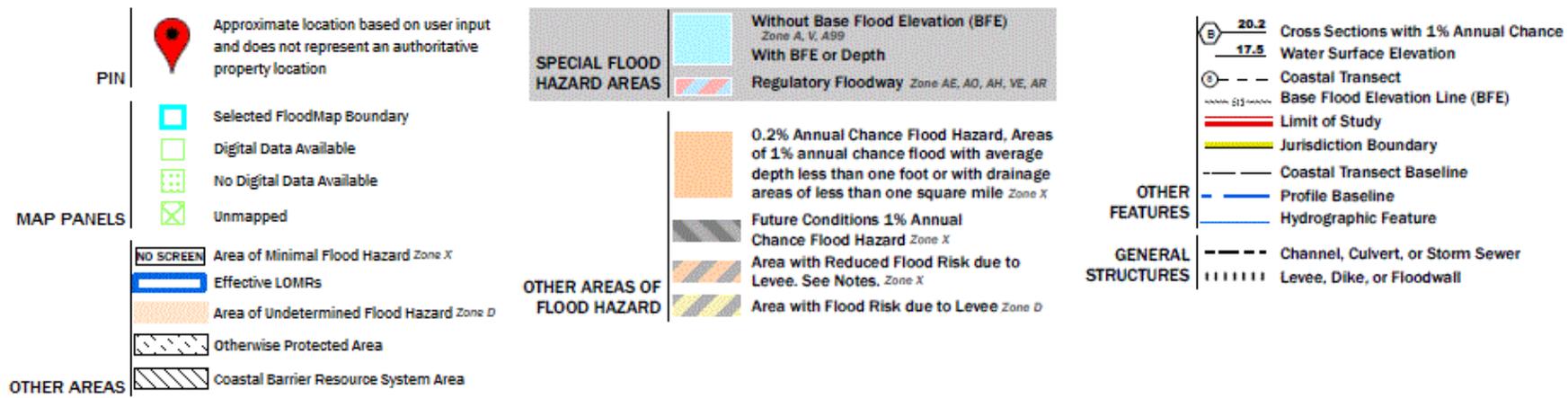
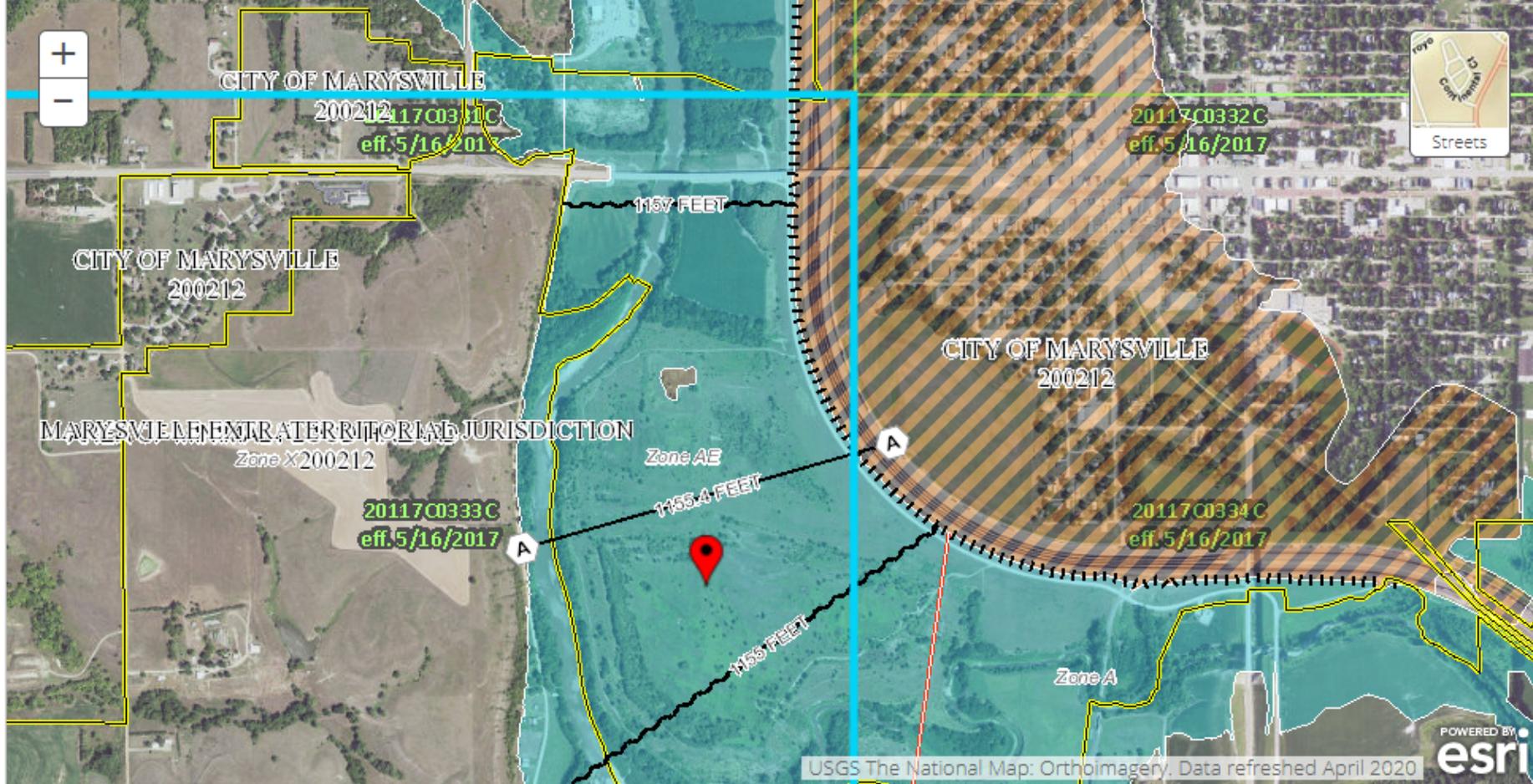
Mobilization/Coordination: \$500
Drilling: 60' @ \$15/ft = \$900
Moisture Content: 16 @ \$10/each = \$160
Boring log preparation: 4 @ \$50/each = \$200

Total: \$1,760

The only other expense would occur if it took us longer than 20 minutes to get from boring to boring. We were informed the alternate site may have a lot of areas inaccessible to our rig so we weren't sure how quickly we could mobilize between locations. We would apply \$100 per boring if, due to the site conditions, it would take us a long time to get from location to location.

Please let me know if you have any other questions.
Thanks!

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CASH & BUDGET STATEMENT
June 2020

Fund	Begin Bal	Revenue	Expenses	Journal Entries	End Bal	Budget	YTD Rev	YTD Exp	Remaining	% Spent
General*	756,797.97	770,478.94	203,745.05	-	1,323,531.86	3,182,086	1,930,133.53	1,370,061.55	1,812,024.45	43.06%
Administration			28,125.87			450,515		238,806.71	211,708.29	53.01%
Police			57,030.75			687,370		343,439.45	343,930.55	49.96%
Municipal Court			2,795.95			71,671		22,968.90	48,702.10	32.05%
Fire			25,010.67			533,765		55,790.86	477,974.14	10.45%
Street			27,004.28			527,497		297,787.95	229,709.05	56.45%
Parks			9,513.66			172,319		82,308.89	90,010.11	47.77%
Recreation			12,096.12			128,085		57,001.94	71,083.06	44.50%
Cemetery			10,899.86			147,785		68,988.69	78,796.31	46.68%
Traffic Control			102.34			16,500		5,714.81	10,785.19	34.64%
Health & Safety			14,381.58			168,039		83,159.28	84,879.72	49.49%
Street Lighting			5,605.74			80,800		33,623.25	47,176.75	41.61%
Forestry			-			2,150		296.29	1,853.71	13.78%
Airport Maintenance			289.45			17,491		8,609.18	8,881.82	49.22%
Transfers			9,980.42			68,000		51,130.42	16,869.58	75.19%
Art Center/Old PD			908.36			15,700		1,461.09	14,238.91	9.31%
Grants/Gifts			-			8,500		5,000.00	3,500.00	58.82%
Tort Liability			-			85,000		13,420.00	71,580.00	15.79%
Noxious Weed			-			900		49.78	850.22	5.53%
Water Revenue	603,045.14	75,910.83	55,707.22	-	623,248.75	1,436,277	328,608.35	456,025.42	980,251.58	31.75%
Sewage Revenue	401,207.04	66,573.90	33,686.51	-	434,094.43	1,097,284	317,285.33	268,643.83	828,640.17	24.48%
Street & Highway	90,907.51	92.22	-	-	90,999.73	143,451	44,687.56	60.00	143,391.00	0.04%
Bond & Interest	231,065.24	10,949.62	231,065.42	-	10,949.44	225,085	11,825.35	231,065.42	(5,980.42)	102.66%
Bond & Interest #1	198,887.33	13,278.58	-	-	212,165.91	327,594	66,484.42	33,971.73	293,622.27	10.37%
Bond & Interest #1A	46,117.94	4,006.63	-	-	50,124.57	99,213	21,440.38	24,689.78	74,523.22	24.89%
Industrial	164,719.53	11,254.91	-	-	175,974.44	167,638	30,341.66	2,500.00	165,138.00	1.49%
Library	-	69,536.24	69,536.24	-	-	210,850	183,840.25	191,179.13	19,670.87	90.67%
Library Employee Benefit	-	32,571.09	32,571.09	-	-	97,000	86,139.67	89,211.50	7,788.50	91.97%
Swimming Pool Sales Tax	2,084,682.58	71,502.96	13,786.82	-	2,142,398.72	2,436,894	271,935.03	49,730.05	2,387,163.95	2.04%
Special Parks and Rec	16,122.13	2,631.66	1,194.09	-	17,559.70	30,227	2,716.87	12,383.55	17,843.45	40.97%
Employee Benefit	323,357.78	35,076.85	35,076.85	-	323,357.78	676,830	310,915.36	229,698.29	447,131.71	33.94%
Transient Guest Tax	18,071.04	42.18	1,352.75	-	16,760.47	78,702	28,185.18	25,832.41	52,869.59	32.82%
Sales Tax	715,646.28	88,815.22	206,290.33	-	598,171.17	1,352,342	419,677.26	490,596.91	861,745.09	36.28%
TOTAL	5,650,627.51	1,252,721.83	884,012.37	-	6,019,336.97	11,561,473	4,054,216.20	3,475,649.57	8,085,823.43	30.06%

CASH & BUDGET STATEMENT (NON BUDGET FUNDS)

June 2020

Fund	Begin Bal	Revenue	Expenses	Journal Entry	End Bal	YTD Rev	YTD Exp
Airport Revolving	\$ 26,070.89	\$ 43.33	\$ -	\$ -	\$ 26,114.22	\$ 9,451.15	\$ -
Sewer Replacement	\$ 703,370.47	\$ 10,808.79	\$ 4,790.27	\$ -	\$ 709,388.99	\$ 56,829.37	\$ 78,398.76
Special Improvement	\$ 261.35	\$ -	\$ -	\$ -	\$ 261.35	\$ -	\$ -
Economic Development	\$ 28,345.21	\$ 3.89	\$ -	\$ -	\$ 28,349.10	\$ 21,324.01	\$ 1,000.00
Fire Equipment Reserve	\$ 177,516.80	\$ 3,817.08	\$ -	\$ -	\$ 181,333.88	\$ 19,374.50	\$ -
Fire Insurance Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cemetery Endowment	\$ 37,481.62	\$ -	\$ -	\$ -	\$ 37,481.62	\$ -	\$ -
Library Revolving	\$ 22,261.99	\$ 20,000.00	\$ 15,688.42	\$ -	\$ 26,573.57	\$ 100,000.00	\$ 100,174.25
Special Law Enforcement	\$ 3,418.56	\$ 3,600.49	\$ -	\$ -	\$ 7,019.05	\$ 4,456.22	\$ 1,088.30
Koester Block Maintenance	\$ 41,002.28	\$ 3,291.69	\$ 762.77	\$ -	\$ 43,531.20	\$ 50,304.87	\$ 31,657.85
Municipal Equipment Reserve	\$ 570,754.22	\$ 2,060.95	\$ 45,675.00	\$ -	\$ 527,140.17	\$ 88,832.50	\$ 57,373.17
Capital Improvement	\$ 58,686.95	\$ 1,127.17	\$ -	\$ -	\$ 59,814.12	\$ 6,215.43	\$ 2,000.00
Water Utility Reserve	\$ 570,187.21	\$ 7,456.64	\$ -	\$ -	\$ 577,643.85	\$ 34,586.19	\$ 30,025.00
TOTAL NON-BUDGETED	\$ 2,239,357.55	\$ 52,210.03	\$ 66,916.46	\$ -	\$ 2,224,651.12	\$ 391,374.24	\$ 301,717.33
TOTAL BUDGETED - PG. 1	\$ 5,650,627.51	\$ 1,252,721.83	\$ 884,012.37	\$ -	\$ 6,019,336.97	\$ 4,054,216.20	\$ 3,475,649.57
GRAND TOTAL	\$ 7,889,985.06	\$ 1,304,931.86	\$ 950,928.83	\$ -	\$ 8,243,988.09	\$ 4,445,590.44	\$ 3,777,366.90

UTILITY STATEMENT

June 2020

Fund	Month Operating Ratio	YTD Operating Ratio	Current Position	Number of Days*
Water Revenue	1.363	0.821	\$ 623,248.75	158.39
Sewer	1.976	1.181	\$ 434,094.43	144.40

General Fund Monthly Income/Expense Comparison - All figures are unaudited

Month	Year	Beginning Balance	Monthly Receipts	Monthly Expenses	Journal Entries	Year to Date Totals	Ending Balance	Difference
2020								
January	2020	\$602,122	\$875,342	\$179,278		\$179,278	\$1,298,186	\$696,064
February		\$1,298,186	\$107,057	\$218,222	\$51	\$397,449	\$1,187,072	(\$111,113)
March		\$1,187,072	\$160,834	\$263,863		\$661,312	\$1,084,043	(\$103,029)
April		\$1,084,043	\$101,350	\$354,123		\$1,015,435	\$831,270	(\$252,773)
May		\$831,270	\$75,905	\$150,830	\$453	\$1,165,812	\$756,798	(\$74,472)
June		\$756,798	\$770,479	\$203,745		\$1,369,557	\$1,323,532	\$566,734
July								
August								
September								
October								
November								
December								
		Totals	\$2,090,968	\$1,370,062	504.06	Change in Fund Balance		\$721,410
2019								
January	2019	\$458,351	\$912,338	\$231,716	\$31,500.00	\$200,216	\$1,170,473	\$712,122
February		\$1,170,473	\$77,034	\$183,144		\$383,360	\$1,064,363	(\$106,110)
March		\$1,064,363	\$147,538	\$222,972		\$606,332	\$988,929	(\$75,434)
April		\$988,929	\$95,982	\$159,006	(\$0.10)	\$765,338	\$925,905	(\$63,024)
May		\$925,905	\$134,724	\$258,474		\$1,023,811	\$802,156	(\$123,749)
June		\$802,156	\$550,376	\$164,726		\$1,188,537	\$1,187,805	\$385,650
July		\$1,187,805	\$94,363	\$194,054	(\$5.00)	\$1,382,592	\$1,088,109	(\$99,696)
August		\$1,088,109	\$92,909	\$278,509		\$1,661,100	\$902,509	(\$185,600)
September		\$902,509	\$179,661	\$165,261		\$1,826,361	\$916,909	\$14,400
October		\$916,909	\$92,490	\$218,126		\$2,044,488	\$791,273	(\$125,636)
November		\$791,273	\$77,468	\$187,152		\$2,231,640	\$681,590	(\$109,684)
December		\$681,590	\$137,533	\$217,001		\$2,448,640	\$602,122	(\$79,468)
		Totals	\$2,592,416	\$2,480,140	\$31,494.90	Change in Fund Balance		\$143,771
2018								
January	2018	\$438,966	\$859,941	\$175,498		\$175,498	\$1,123,409	\$684,443
February		\$1,123,409	\$96,077	\$188,105		\$363,603	\$1,031,381	(\$92,028)
March		\$1,031,381	\$142,444	\$152,636		\$516,240	\$1,021,189	(\$10,192)
April		\$1,021,189	\$103,327	\$254,593		\$770,833	\$869,922	(\$151,267)
May		\$869,922	\$99,902	\$403,414		\$1,174,247	\$566,410	(\$303,512)
June		\$566,410	\$517,812	\$179,827		\$1,354,074	\$904,395	\$337,985
July		\$904,395	\$82,790	\$196,226	(\$106)	\$1,550,299	\$790,853	(\$113,542)
August		\$790,853	\$102,363	\$151,631		\$1,701,930	\$741,586	(\$49,268)
September		\$741,586	\$189,497	\$141,909		\$1,843,839	\$789,173	\$47,588
October		\$789,173	\$109,214	\$157,529		\$2,001,369	\$740,858	(\$48,315)
November		\$740,858	\$77,684	\$227,189		\$2,228,558	\$591,353	(\$149,505)
December		\$591,353	\$86,686	\$219,687		\$2,448,245	\$458,351	(\$133,002)
		Totals	\$2,467,737	\$2,448,245	(\$106)	Change in Fund Balance		\$19,385
2017								
January	2017	\$423,461	\$652,616	\$225,983		\$225,983	\$850,094	\$426,633
February		\$850,094	\$92,364	\$145,505		\$371,488	\$796,954	(\$53,141)
March		\$796,954	\$122,163	\$134,073		\$505,561	\$785,043	(\$11,911)
April		\$785,043	\$82,766	\$149,755		\$655,316	\$718,054	(\$66,989)
May		\$718,054	\$92,696	\$251,832		\$907,148	\$558,918	(\$159,136)
June		\$558,918	\$409,849	\$206,499	\$22,139	\$1,113,647	\$784,407	\$225,489
July		\$784,407	\$89,245	\$171,993		\$1,285,640	\$701,658	(\$82,749)
August		\$701,658	\$95,237	\$144,119		\$1,429,759	\$652,777	(\$48,881)
September		\$652,777	\$149,537	\$135,529		\$1,565,288	\$666,784	\$14,007
October		\$666,784	\$102,485	\$141,706	\$137	\$1,706,994	\$627,699	(\$39,085)
November		\$627,699	\$81,368	\$208,540		\$1,915,534	\$500,527	(\$127,172)
December		\$500,527	\$81,644	\$143,322	\$117	\$2,058,856	\$438,966	(\$61,561)
		Totals	\$2,051,968	\$2,058,856	\$22,393	Change in Fund Balance		\$15,505

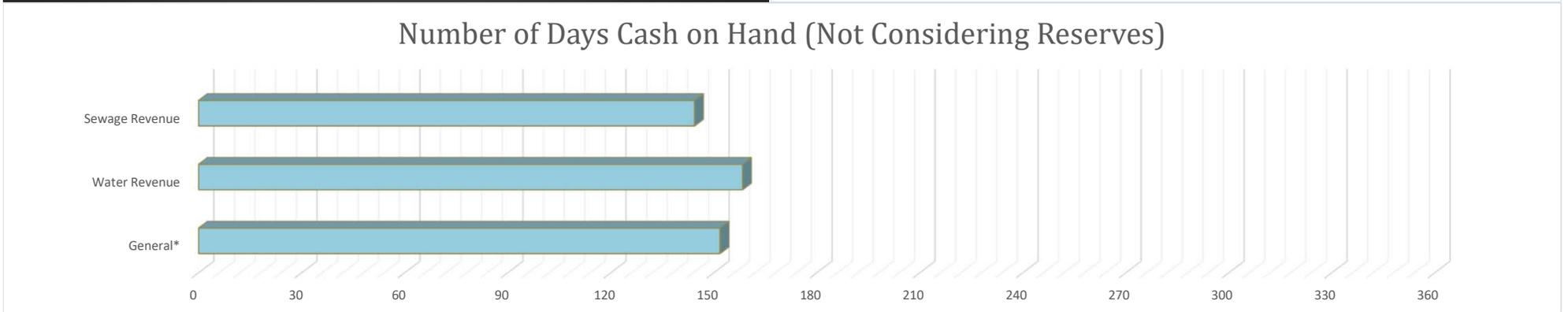
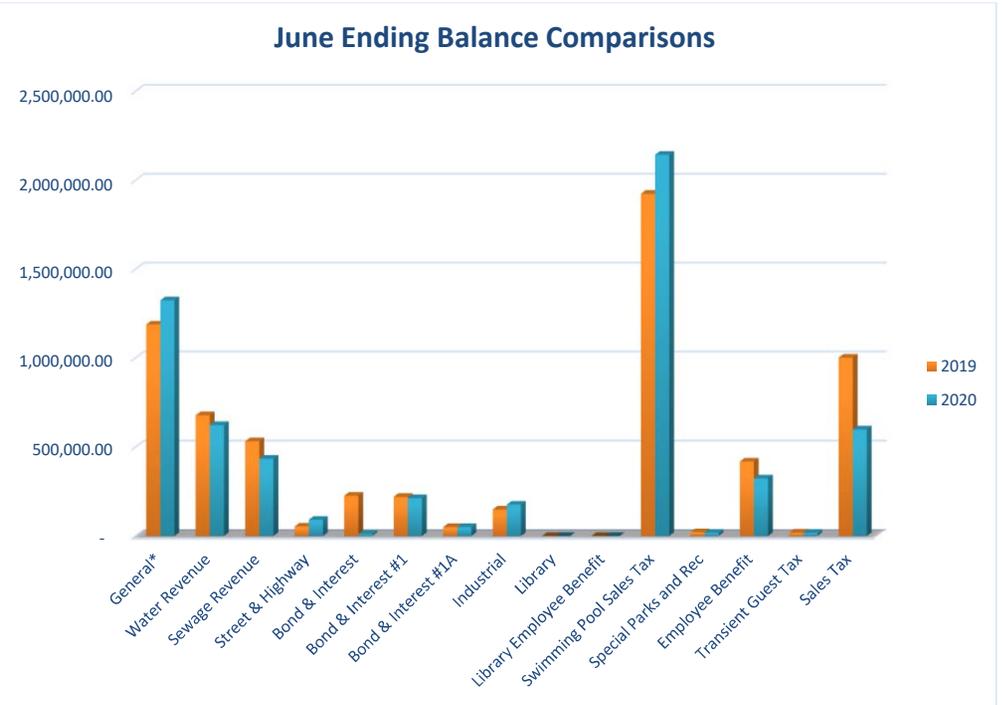
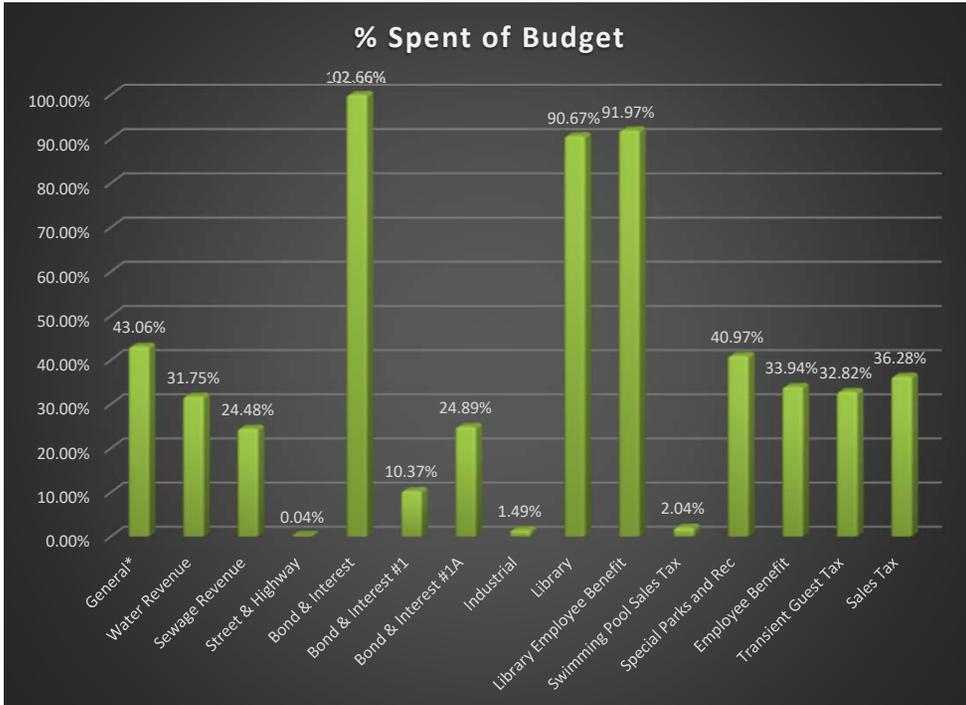
Sewage Revenue Fund
Monthly Income/Expense Comparisons

Month	Revenue	Expense 2020	Difference	Journal Entry	Year to date expense	Balance
January 1, 2020 Carryover						\$322,501
January	\$63,185	\$45,019	\$18,166		\$45,019	\$340,667
February	\$62,159	\$71,940	(\$9,781)		\$116,960	\$330,886
March	\$62,815	\$33,984	\$28,830		\$150,944	\$359,716
April	\$64,532	\$49,354	\$15,178	(\$89)	\$200,387	\$374,805
May	\$60,835	\$34,659	\$26,176	\$226	\$234,820	\$401,207
June	\$66,574	\$33,687	\$32,887		\$268,506	\$434,094
July						
August						
September						
October						
November						
December						
Total revenue/expenses	\$380,100	\$268,644				
Variance, Year to Date			\$111,456	\$138		
Average monthly spread			\$18,576			
2019						
January 1, 2019 Carryover						\$433,854
January	\$69,001	\$71,348	(\$2,347)	\$35,000	\$69,001	\$466,508
February	\$63,127	\$72,385	(\$9,258)		\$141,386	\$457,250
March	\$68,735	\$46,096	\$22,638		\$187,482	\$479,888
April	\$64,592	\$38,024	\$26,568		\$225,506	\$506,456
May	\$68,996	\$44,004	\$24,992		\$269,511	\$531,447
June	\$61,820	\$61,364	\$456		\$330,875	\$531,903
July	\$65,270	\$46,359	\$18,910		\$377,234	\$550,813
August	\$64,779	\$42,139	\$22,640		\$419,373	\$573,454
September	\$63,538	\$299,455	(\$235,917)		\$718,828	\$337,536
October	\$66,142	\$96,220	(\$30,079)		\$815,049	\$307,458
November	\$58,405	\$62,210	(\$3,805)		\$877,259	\$303,653
December	\$73,594	\$54,687	\$18,907	(\$59)	\$932,005	\$322,501
Total revenue/expenses	\$787,998	\$934,292				
Variance, Year to Date			(\$146,294)	\$34,941		
Average monthly spread			(\$12,191)			
2018						
January 1, 2018 Carryover						\$451,501
January	\$68,470	\$89,257	(\$20,786)		\$89,257	\$430,715
February	\$60,295	\$27,229	\$33,066		\$116,486	\$463,781
March	\$63,396	\$26,055	\$37,341		\$142,541	\$501,122
April	\$61,719	\$47,965	\$13,754		\$190,506	\$514,876
May	\$64,696	\$25,982	\$38,714		\$216,488	\$553,589
June	\$64,727	\$28,911	\$35,815		\$245,399	\$589,405
July	\$65,143	\$25,363	\$39,780		\$270,762	\$629,184
August	\$65,407	\$267,004	(\$201,597)		\$537,766	\$427,587
September	\$66,077	\$25,491	\$40,586		\$563,258	\$468,173
October	\$66,356	\$26,456	\$39,899	(\$50)	\$589,714	\$508,023
November	\$64,863	\$32,885	\$31,978		\$622,599	\$540,001
December	\$63,205	\$169,351	(\$106,147)		\$791,950	\$433,854
Total revenue/expenses	\$774,353	\$791,950				
Variance, Year to Date			(\$17,597)	(\$50)		
Average monthly spread			(\$1,466)			
2017						
January 1, 2017 Carryover						\$309,902
January	\$63,689	\$82,156	(\$18,467)		\$82,156	\$291,435
February	\$64,597	\$48,795	\$15,803		\$130,950	\$307,238
March	\$62,810	\$42,326	\$20,484		\$173,277	\$327,722
April	\$61,000	\$45,245	\$15,755		\$218,521	\$343,477
May	\$64,978	\$42,558	\$22,420		\$261,079	\$365,897
June	\$63,644	\$48,864	\$14,780		\$309,943	\$380,677
July	\$63,338	\$40,224	\$23,114		\$350,167	\$403,791
August	\$64,776	\$97,871	(\$33,095)		\$448,037	\$370,696
September	\$66,126	\$35,324	\$30,803		\$483,361	\$401,499
October	\$65,088	\$37,334	\$27,754		\$520,695	\$429,253
November	\$62,771	\$47,875	\$14,896		\$568,570	\$444,149
December	\$61,294	\$53,914	\$7,379	(\$27)	\$622,485	\$451,501
Total revenue/expenses	\$764,111	\$622,485				
Variance, Year to Date			\$141,626	(\$27)		
Average monthly spread			\$11,802			

Sales Tax Fund

Month	Monthly Income/Expense Comparison						Difference
	Beginning Balance	Monthly Receipts	Monthly Expenses	Journal Entries	Expense To-Date	Ending Balance	
2020							
January	\$595,432	\$81,947	\$31,268		\$31,268	\$646,111	\$50,679
February	\$646,111	\$90,829	\$31,070		\$62,339	\$705,870	\$59,759
March	\$705,870	\$73,659	\$37,463		\$99,802	\$742,066	\$36,196
April	\$742,066	\$77,335	\$82,442		\$182,243	\$736,959	(\$5,106)
May	\$736,959	\$80,750	\$102,063		\$284,307	\$715,646	(\$21,313)
June	\$715,646	\$88,815	\$206,290		\$490,597	\$598,171	(\$117,475)
July							
August							
September							
October							
November							
December							
	Totals	\$493,336	\$490,597	\$0.00	Change in Fund Balance		\$2,739
2019							
January	\$793,442	\$329	\$53,896		\$53,896	\$739,875	(\$53,567)
February	\$739,875	\$169,652	\$55,779		\$109,674	\$853,748	\$113,873
March	\$853,748	\$70,032	\$44,350		\$154,025	\$879,430	\$25,682
April	\$879,430	\$72,379	\$46,618		\$200,643	\$905,191	\$25,761
May	\$905,191	\$78,733	\$29,890		\$230,533	\$954,034	\$48,843
June	\$954,034	\$85,285	\$37,299		\$267,832	\$1,002,019	\$47,985
July	\$1,002,019	\$84,997	\$607,712		\$875,544	\$479,304	(\$522,715)
August	\$479,304	\$82,389	\$102,196		\$977,740	\$459,497	(\$19,808)
September	\$459,497	\$88,262	\$87,797		\$1,065,538	\$459,961	\$465
October	\$459,961	\$77,368	\$42,851		\$1,108,388	\$494,478	\$34,517
November	\$494,478	\$81,425	\$30,969		\$1,139,358	\$544,934	\$50,455
December	\$544,934	\$83,396	\$32,898		\$1,172,256	\$595,432	\$50,499
	Totals	\$974,246	\$1,172,256	\$0	Change in Fund Balance		(\$198,010)
2018							
January	\$790,693	\$79,382	\$84,251		\$84,251	\$785,823	(\$4,869)
February	\$785,823	\$85,465	\$40,969		\$125,220	\$830,319	\$44,496
March	\$830,319	\$76,849	\$32,938		\$158,158	\$874,231	\$43,912
April	\$874,231	\$74,413	\$65,151		\$223,310	\$883,493	\$9,262
May	\$883,493	\$86,532	\$37,351		\$260,661	\$932,673	\$49,181
June	\$932,673	\$80,468	\$48,363		\$309,024	\$964,778	\$32,104
July	\$964,778	\$379,919	\$60,164		\$369,188	\$1,284,532	\$319,755
August	\$1,284,532	\$88,873	\$33,657		\$402,844	\$1,339,749	\$55,217
September	\$1,339,749	\$77,708	\$42,833		\$445,677	\$1,374,624	\$34,875
October	\$1,374,624	\$87,481	\$612,054		\$1,057,731	\$850,051	(\$524,573)
November	\$850,051	\$74,665	\$87,375		\$1,145,107	\$837,341	(\$12,710)
December	\$837,341	\$79,503	\$123,402		\$1,268,509	\$793,442	(\$43,899)
	Totals	\$1,271,258	\$1,268,509	\$0	Change in Fund Balance		\$2,749
2017							
January	\$928,525	\$81,168	\$47,598		\$47,598	\$962,094	\$33,570
February	\$962,094	\$83,422	\$32,039		\$79,637	\$1,013,478	\$51,383
March	\$1,013,478	\$72,554	\$45,739		\$125,376	\$1,040,293	\$26,815
April	\$1,040,293	\$69,934	\$36,912		\$162,287	\$1,073,315	\$33,023
May	\$1,073,315	\$75,458	\$62,421		\$224,708	\$1,086,352	\$13,037
June	\$1,086,352	\$78,366	\$100,275		\$324,984	\$1,064,443	(\$21,909)
July	\$1,064,443	\$81,919	\$54,111		\$379,095	\$1,092,251	\$27,808
August	\$1,092,251	\$83,650	\$85,857		\$464,952	\$1,090,044	(\$2,207)
September	\$1,090,044	\$73,870	\$43,336		\$508,288	\$1,120,577	\$30,534
October	\$1,120,577	\$80,013	\$93,999		\$602,287	\$1,106,591	(\$13,986)
November	\$1,106,591	\$110,963	\$241,431		\$843,719	\$976,123	(\$130,469)
December	\$976,123	\$69,359	\$254,789		\$1,098,508	\$790,693	(\$185,430)
	Totals	\$960,676	\$1,098,508	\$0	Change in Fund Balance		-\$137,832

Monthly Summary



Project Cost Records

7/9/2020

Project	Date approved or agreement date	Estimated project cost (includes engineering)	Funding source	Expenses to date or Amount earned per contract	Notes
Street Replacement - Broadway, 14th to 15 and 15th, Broadway to Center		\$170,688.00	Sales Tax Fund	\$170,688.00	Completed
CIPP 2020		\$320,227.40	Sewer Revenue	\$0.00	Completed
AED Purchase		\$13,949.00	General Fund	\$13,949.00	Completed
CCLIP Pavement Reconstruction 10th St		\$1,683,500.00	\$1,000,000 from KDOT/ \$683,500from Sales Tax	\$683,500.00	Completed
Water Line Replacement		\$315,335.00	Water Revenue	\$0.00	Postponed
ADA Ramps		\$49,005.00	Sales Tax Fund	\$49,005.00	Completed
New Fire Station		\$1,595,000.00	General Fund/CDBG	\$9,572.00	Design Process
Art Center - Mortar Pointing		\$10,000.00	General Fund	\$0.00	
Lakeview Storm Water Engineering		\$20,100.00	General	\$18,108.00	Planning/Grant Application
Broadway - 7th Street Intersection		\$250,556.00	KDOT Funding \$179,582	\$71,000.00	Bid Accepted - Bryant and Bryant
Water Slide Rehab		\$21,900.00	Swimming Pool	\$19,900.00	Completed
Totals		\$4,007,116.40		\$944,822.00	
Net expense/obligation/potential expense to date		\$4,007,116.40	Net expense/obligation/potential expense with cost shares figured in.	\$944,822.00	
Future Potential Projects					
Geometric Improvement: 11th Road and US 36			Access Management		
Stop Light Sensors		\$120,000.00	Temp Note and/or KDOT Funding		
Projects identified but not funded					
CCLIP Pavement Reconstruction 10th St		\$1,306,589.00	Temp Note and KDOT Funding		10th Street - Spring to Jackson
Broadway - 7th Street Corridor		\$2,000,000.00	Transportation Alternative Grant		
Geometric Improvement: Hwy 77 and US 36		\$672,375.00	KDOT Funding		
Geometric Improvement: 12th Rd and US 36			Access Management		