

**AGENDA**  
**REGULAR MEETING**  
**January 22nd, 2024**  
**7:00 p.m.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

- 1. APPROVAL OF MINUTES** – Regular Meeting: January 8, 2024.

Pages 02-05

**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 Wednesday 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.

1. Marshall County Sports & Rec 2023 Report – Jaycee Pacha
2. Community Pool Group – Rory Clark

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**3. BUSINESS AND DISCUSSION ITEMS**

1. Brauchi Heights 2 Subdivision - ULDC requirements
  - a. Sewer Line Funding – Brauchi Heights 2 Subdivision – JoAnn Walcott
2. Convention & Tourism Request Pony Park Name, Funds Request \$4550 & C&T spreadsheet – Wayne Kruse
3. ADA Parking Stall 605 Broadway – Planning Commission recommendation.
  - a. ADA Parking Stall 605 Broadway – CES representative Dave Richardson
4. Storm Siren Quote
5. Compact Tractor – Dominic Cercone
6. Ord. 1925 – 20 Minute Parking

Pages 08-10

Pages 11-12

Pages 13-14

Page 15

Pages 16-17

Pages 18-22

Pages 23-31

Pages 32-33

**4. NOTICES AND HEARINGS**

**5. CONSENT AGENDA**

1. Alcohol Consumption Request, Lee Dam Art Center, June 8<sup>th</sup>, 2024, 50<sup>th</sup> Wedding Anniversary – Arvilla Throm
2. Lagoon Project Authorization Signatures to Request Payment & Wastewater Lagoon/Wetland Treatment Inv \$94,961.45

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Pages 35-37

**6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3815**

Pages 38-43

**7. STAFF REPORTS**

**8. STANDING COMMITTEE REPORTS**

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

**9. APPOINTMENTS & WAGE DETERMINATION**

1. Airport Advisory Commission, *Mandy Cook*, Feb 2024-Dec 2025; Convention & Tourism, *Kyle Goracke, Liason.*

**10. CITY ATTORNEY/EXECUTIVE SESSION**

**11. ROUNDTABLE DISCUSSION**

**ADJOURNMENT**

Regular Meeting  
City Hall, Marysville, Kansas-January 8, 2024

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

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

The minutes from the December 27th regular meeting were presented for approval. CM Beikman moved; CM Keating seconded to approve the minutes as presented. Motion carried by 7-0 voice vote.

The minutes from the January 2<sup>nd</sup> special meeting were presented for approval. CM Behrens moved; CM Throm seconded to approve the minutes as presented. Motion carried by 7-0 voice vote.

**PUBLIC COMMENTS:**

- 1. CHAMBER MAIN STREET REPORT.** Wayne Kruse, Director of Chamber Main Street gave an update on local events during the Christmas season. The Marysville Minute that is created by Tommy McNish was discussed. Wayne suggested the C&T Committee look at the locomotive, the red schoolhouse and the sod house in the City Park and determine what upkeep should be done on these features. February 24 at 6:00 p.m. is the Chamber Mainstreet annual meeting.

**BUSINESS AND DISCUSSION ITEMS:**

- 1. NORDHUS MOTORS STORM SEWER CES PROPOSAL.** Rob Peschel president of CES Engineering presented a proposal to evaluate the storm water flow and existing infrastructure at 15<sup>th</sup> Street and Hwy 36 referred to as the Nordhus Motor Storm Drainage. The City will be responsible for providing access to the site and existing location records, provide personnel to accompany CES as needed, provide dye to trace flows, and pay for video inspection. CES will be paid \$9,620.00 with the deliverables expected to be completed in 60 days. CM Throm moved; CM Snellings seconded to approve the contract with CES for \$9,620.00. Motion carried unanimously.
- 2. STREET DEPARTMENT CHIP AND OIL.** Street Supervisor Gundelfinger included in the agenda a price quote to purchase haydite from Buildex. The haydite will be used during the chip and seal process on the streets. CM Throm moved; CM Behrens seconded to purchase 500 yards of haydite from Buildex for \$74.25 per yard for material plus \$13.00 per yard for delivery. Motion carried unanimously. At the present time oil costs \$3.18 per gallon purchased from Vance Brothers but oil cannot be pre-ordered.
- 3. 2024 NATIONAL NIGHT OUT.** Police Chief Simpson requested the City close City Park on Tuesday, August 6<sup>th</sup> from 9:00 a.m. to 9:00 p.m. to set-up and conduct the National Night Out event. The Police Department also requested free swimming at the pool from 6:00 p.m. to 8:00 p.m. CM Keating moved; CM Snellings seconded to approve PC Simpson's requests for the 2024 National Night Out event. Motion carried unanimously.
- 4. UPLIFTING NEW POLICE VEHICLE #1010.** Police Chief Simpson requested approval for the outfitting of the 2023 Dodge Durango. Delivery is expected in January or February. The quote from Ka-Comm, Inc is \$10,006.00. CM Throm moved; CM Behrens seconded to approve the quote from Ka-Comm to outfit the 2023 Dodge Durango (vehicle #1010). Motion carried unanimously.

- 5. RIFLE MAGNIFIERS.** Police Chief Simpson requested approval to purchase 9 rifle magnifiers for \$5,550.87. Three quotes were obtained as follows: Aimpoint Inc, \$6,172.11; Strohmman Enterprise, Inc, \$5,550 .87; Streicher’s, \$6,700.95. CM Throm moved, CM Goracke seconded to purchase the 9 rifle magnifiers for the low bid from Strohmman Enterprise, Inc. for \$5,550.87. Motion carried unanimously.

**NOTICES AND HEARINGS:**

**AGENDA.** The Consent Agenda was presented for consideration. CM Beikman moved; CM Throm seconded to approve the Consent Agenda. Motion carried unanimously. Consent Agenda consisted of the following:

1. The City Clerk’s Report for December showed \$69,142.97 collected in receipts with a like amount being deposited with the City Treasurer.
2. Cash balances in funds were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through December 2023 showed unadjusted accumulated revenues in the General Fund of \$3,228,113 or 113% of budget; Water Revenue Fund, \$925,129 or 103% of budget, Sewer Revenue Fund, \$774,245 or 101% of budget. Unadjusted statement of expenditures in the General Fund totaled \$3,325,885 or 103% of budget, Water Revenue Fund, \$895,302 or 69% of budget, and Sewer Revenue Fund, \$809,355 or 58% of budget.
3. The Municipal Judge’s Report for December showed \$3,781.14 being deposited with the City Treasurer and \$305.50 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

**APPROPRIATIONS ORDINANCE NO. 3814**

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$80,646.33; Water Revenue Fund, \$5,753.12; Sewage Revenue Fund, \$1,856.05; Library Fund, \$1,009.37; Library Employee Benefit Fund, \$1,380.45; Swim Pool Sales Tax, \$181.06; Koester Block Maintenance, \$401.83; Transient Guest Tax, \$251.33; Municipal Equipment Reserve, \$51,205.00; making a total of \$142,684.54.
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 Snellings seconded to approve the appropriations ordinance totaling \$142,684.54.
3. Motion to approve the appropriations ordinance carried by 7-0 roll call vote. City Clerk Holle assigned Ordinance No. 3814.

**STAFF REPORTS:**

**INTERIM CITY ADMINISTRATOR:**

**STANDING COMMITTEE REPORTS:**

**STREET:**

1. **BRICK STREET REPAIR ON WATER PROJECT.** CM Throm asked if Jadwin Construction is responsible for putting the bricks back after the water project on 8<sup>th</sup> Street & Elm is completed. CM Throm expressed his concern about snow removal where the bricks are missing.
2. **STREETS IN NEED OF REPAIR.** CM Keating reported that the east side of 19<sup>th</sup> Street near the curb the asphalt is pushing out. Also, the ditch is washing out at 12<sup>th</sup> Road and Timber Creek Drive. Mayor Frye said 14<sup>th</sup> and Jackson Street the road is sinking.

**WATER & WASTEWATER:**

1. **LAGOON PROJECT UPDATE.** The contractor is still working on the Lagoon Project at a slow steady pace.

**PARKS & RECREATION:**

1. **POOL UPDATE.** The City is taking applications for all positions at the swimming pool. Beatrice YMCA does most of the training of our guards although they can receive their training anywhere, that issues a certificate. The City will be sending out training information when it is available.

**CEMETERY/AIRPORT:**

**POLICE AND FIRE:**

1. **POLICE & FIRE COMMITTEE MEETING.** ICA Pederson reported there will be a Police and Fire Committee meeting scheduled soon to discuss a proposed police policy.

**ADMINISTRATION AND FINANCE:**

1. **KOESTER BLOCK PROPERTIES.** Mayor Frye said he and ICA Pederson are going to look at some of the properties and projects of a person who has expressed interest in developing the Koester Block properties.

**APPOINTMENTS:** Mayor Frye made the following appointments: *Koester Block Advisory Board*-Rob Peschel, Rory Clark, Nick Wolfe and Sharon Phillips term from January 2024 thru December 2026; *Airport Advisory Commission-Reappointment* Randy Brown (Chair) and Gary Howland term January 2024 thru December 2025; *Appointment* Nic Stoll, term January 2024 thru December 2025; *Liaison* CM Keating; *Tree Board*-Dylan Palmer term January 2024 thru December 2026; *Cemetery Board*-Lynn Stohs term January 2024 thru December 2025; *Planning Commission*-Ryan Smith in city limits, Frank Staggenborg, extraterritorial, term January 2024 thru December 2026. CM Throm moved; CM Snellings seconded. Motion carried unanimously.

**CITY ATTORNEY:**

**EXECUTIVE SESSION:**

**ROUND TABLE DISCUSSION:**

1. **LKM CITY OFFICIAL WEBINAR.** CM Ferris reported she would be participating in the LKM webinar for City Officials on January 9.
2. **BG CONSULTANTS CONTRACT ON 12<sup>TH</sup> ROAD.** CM Keating asked if the City has received a contract from BG Consultants for the 12<sup>th</sup> Road and Keystone project. CC Holle reported the City had not received a contract. CM Keating asked if the contract was void.
3. **11<sup>TH</sup> ROAD EASEMENTS.** CM Behrens asked if the easements on the 11<sup>th</sup> Road project had been signed. CC Holle reported they had not. CM Behrens said there was one landowner who has not granted the easements. CM Keating asked if Mayor Frye and ICA Pederson could try to resolve the issue.
4. **INOPERABLE VEHICLES PARKED ON THE STREET.** CM Throm reported there are lots of inoperable vehicles parked on city streets which need to be moved especially during snow removal.
5. **CITY CREWS.** Mayor Frye said we appreciate the city crews who will need to remove snow and work during the winter storm.

There being no further business, at 7:44 p.m. CM Snellings moved to adjourn, CM Ferris seconded. Motion carried unanimously.

Cindy Holle  
City Clerk

**From:** Vince Pacha [REDACTED]  
**Sent:** Monday, January 15, 2024 12:42 PM  
**To:** cityclk@bluevalley.net  
**Subject:** Marshall County Sports and Rec. 2023

Good Afternoon

I have the yearly numbers for 2023 below. Please let me know if you have any questions. If you would please mark us down for the Jan. 22 meeting.

Thanks



**2023 Marshall County Sports & Recreation Participation Numbers**

	2022	2023
Baseball	102	78
Softball	98	83
T-Ball/Blastball	97	96
Softball Clinic	35	15
Flag Football	322	317
Soccer	134	175
Jr. Soccer	57	74
Volleyball	177	210
Basketball	98	101
Basketball Clinic	56	53
Wrestling Clinic	58	42
Father/Daughter Dance	226	250
PickleBall	~30	30+
Farmers Market Vendors	16	18
JR High Summer Volleyball		49
Adult Volleyball		36
Youth Cornhole		24

No league tournaments were held here this year.

Kiwanis Tournament- 2 different age groups from around the area(Northeast Kansas/Southeast Nebraska)

Magic Softball Tournament-

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Vince Pacha  
 Director of  
 Marshall County Sports & Recreation  
 Phone:785-713-2328

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

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

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

Name: Rory Clark

Address: 1302 Walnut St. Marysville KS 66508

Contact Number: [REDACTED]

Date to Appear before Council: 1-22-2024

What Organization are you representing: Community Pool Group

What are you requesting: No request at this time: Making council aware of a group being  
put together to assist and advocate for the Marysville Aquatic Center .

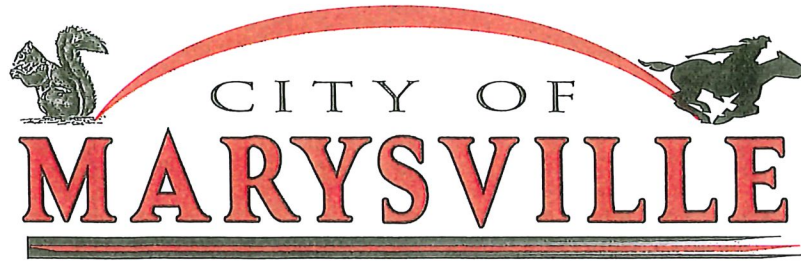
When will the event be held if applicable: \_\_\_\_\_

Where will the event be held if applicable: \_\_\_\_\_

*Rory Clark*  
Signature

1/17/2024  
\_\_\_\_\_  
Date

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



209 NORTH 8<sup>TH</sup> ST., MARYSVILLE, KS 66508 ♦ PH: (785) 562-5331 FAX: (785) 562-2449

**TO:** Governing Body  
**FROM:** William Ralph  
City Inspector  
**DATE:** 01/18/2024  
**LOCATION:** 20<sup>th</sup> and Center  
**RE:** Brauchi Heights 2 Subdivision

JoAnn is requesting an exception from the following code pertaining to sewer connection requirements for subdivisions.

Article 6, Section 6-4, A-4 of the Unified Land Development Code states:  
When a proposed subdivision is located in a public sewer district, or if annexation to the sewer district is contemplated, the subdivider shall provide connection to the nearest interceptor or main, create utility easements which touch upon all lots, and install the collection system in all approved phases [final plats] so that connection points touch upon each lot. No building permits shall be issued until the collection system is completed and approved

The code clearly states that the subdivider is to install the sewer collection system.

The section of land that we are talking about had access to sewer before the replat was done in 2020. (*Before I started*). When they split the houses on the lake off and made lot 3-A, they lost sewer access.

The attached city Attorney's opinion supports the position that the current owner must install the sewer collection system before the property can be sold.

Since they have not recorded the Replat that went through council in November 27, 2023, that Plat is not in effect yet. They have until March 27, 2024 to file the Plat. If it is not filed by then they would have to start the process over again.

Article 5, Section 5-7 F. 1-6 of the Unified Land Development Code States the following on lot splits:



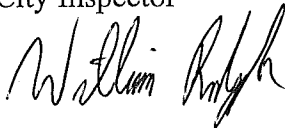
**F. Approval.** The Zoning Administrator is authorized to review and approve lot splits in accordance with the provisions of this section. A lot split shall not be approved if one or more of the following applies. The Zoning Administrator shall provide a written approval, with or without conditions, or denial of the lot split within fifteen (15) days after receiving a complete application:

1. A new street or alley is needed or proposed.
2. There is less right-of-way than required by this ordinance, unless such dedication can be made by separate instrument.
3. A vacation of streets, alleys, setback lines, access control or easements is required or proposed.
4. The lot split results in a lot or tract without direct access to a street.
5. The lot split results in a lot that is unsuited for installation of an approved on-site wastewater treatment system.
6. The lot split results in a lot that does not meet minimum lot size and/or setbacks.

To do the lot split like they are proposing would result in a in a lot or tract without direct access to a street. We would not have any record of access easements for the back lot. This would mean we would need new street or alley to get to said lot. The lot does not have direct access to sewer and is unsuited for installation of an approved on-site wastewater treatment system. These are the reasons why I would not be able to approve a lot split on this property.

The process for appealing the decision of the Building Inspector on a lot split is to request a hearing before the Zoning Board of Appeals..

William Ralph  
City Inspector

A handwritten signature in black ink that reads "William Ralph". The signature is written in a cursive style with a large initial "W" and a long, sweeping tail.

## Will Ralph

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**From:** John McNish [REDACTED]  
**Sent:** Tuesday, January 9, 2024 4:36 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Plat vs. Lot Split

I understand that the Walcotts seek a legal opinion on whether a lot split can shift the obligation to install the necessary infrastructure to develop their land to a buyer. The problem with engaging in such hypothetical at this time is that the City Council approved a plat that address the development of the land. The Walcotts believe that by not recording the plat, the plat does not have any binding effect. I can find no legal authority to support the Walcotts' belief. Please note if any of the lots within the plat are sold prior to the recording of the plat with the Register of Deeds, the person(s) attempting to sell such land would be subject to a financial penalty under K.S.A. 12-405. In my opinion, the plat was effective as of the date that the City Council approved the plat notwithstanding the ministerial act of recording the plat with the Register of Deeds.

I understand that by approving the plat, the City Council determined that the developer will be responsible for development including the installation of the necessary infrastructure. The recovery of the costs incurred to install the infrastructure is a matter for the developer to address through negotiation with a buyer. The timing of the installation of the infrastructure is entirely within the discretion of the developer. Please note that a plat is considered abandoned if no action is taken by the developer within 5 years of approval and any subsequent development would require renewal or re-submission of the plat.

I also understand that utility services will need to be addressed even with a lot split. With a lot split, the buyer submits a site plan for approval by the City. Generally, by this time, the utility services are in place and the site plan will address the extensions needed to connect to the available utilities. The City adopted a policy to address the extensions/connections to City water and sewer wherein such costs are borne by the buyer. Nonetheless, these costs have been subject to negotiations between the buyer and City when it was believed that the buyer of a residential lot in an established subdivision had not been fully informed of the costs to install an extensions to connect the buyer's home to the existing utility infrastructure.

My recommendation is that the Walcotts bring this matter back to the City Council to discuss whether the City Council is willing to rescind its prior action, including whether the City Council intends to share in the development/infrastructure costs.

Thank you for your attention.

John McNish  
Bolton & McNish LLC  
916 Broadway, P.O. Box 386  
Marysville, KS 66508  
Ph. 785-562-5388  
Fax 785-562-2124

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

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(excluding holidays) at 7:00 p.m.

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

Name: JoAnn Walcott

Address: 700 N. 12<sup>th</sup> St.

Contact Number: [REDACTED]

Date to Appear before Council: next city council, Jan. 22, 2024

What Organization are you representing: Spencer-Walcott Properties, LLC

What are you requesting: discuss with council exemption from financial responsibility for sewer line installation on Brauchle Hts. Subdivision. See attached explanation. We are NOT requesting city to bear expense only that owner of the property pay for the sewer line installation.

When will the event be held if applicable: \_\_\_\_\_

Where will the event be held if applicable: \_\_\_\_\_

JoAnn Walcott  
Signature

1-12-2024  
Date

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

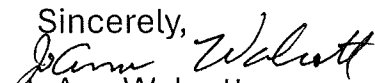
1/12/2024

RE: Brauchi Heights 2 Subdivision sewer line funding

Spencer-Walcott Properties, LLC, represented by JoAnn Walcott, requests being placed on the agenda at the next city council meeting to discuss who is responsible for paying for the required sewer installation. Our property is a relatively small area, 2.55 acres, not the usual definition of a development. We ourselves, are not developing any of the lots into houses or anything else. We are only interested in selling the properties to a buyer for whatever commercial entity they wish. We are asking for an exemption that we, the seller, would be required to pay for the sewer installation. We are not asking for the city to pay for the installation, only that the buyer would be responsible for the cost of sewer installation. Water is already available on the property.

If that exemption could be made to the approved replat we would proceed to record it with the Register of Deeds. The replat is currently not in effect per Miracle Schreiber in that office, as I have not gotten signatures at the Court House or recorded it with the Register of Deeds since this issue is undecided.

If no exemption is made we believe the city code would allow an exemption based on the Ordinance C. Plats, last sentence: "All sales or transfers of land shall be considered for development purposes unless: 4. The lot, tract, or parcel has been previously subdivided and is now proposed to be split into no more than two lots or tracts." No legal opinion has been rendered to dispute our interpretation.

Sincerely,  
  
JoAnn Walcott

Spencer-Walcott Properties, LLC



January 17, 2024

To Mayor Frye and Members of the City Council:

I consulted with Cindy Holle about what the official name should be for the area around the statue of the Pony Express rider and horse. We recommend the area be called Pony Park.

The Convention and Tourism committee requests funds for the following:

- \$300 for dues - this includes dues to the Travel Industry Association of Kansas
- \$500 for social media
- \$2000 for printed materials - we are about to order new brochures for Marysville
- \$1000 for the Gravel Dash - part of the money will be used to go to the Iowa Bike Expo to get new riders for the event as well as to market and promote Marysville.
- \$750 for office expenses (printing, supplies, etc.)

I will be at Monday's meeting to answer any questions.

Your support is greatly appreciated!!!

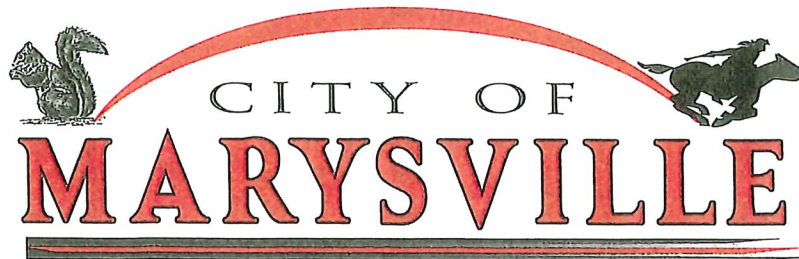
Thank you.

Wayne A. Kruse  
Marysville Convention and Tourism  
785-562-3101 (office)  
785-713-9866 (cell)  
director@visitmarysvilleks.org

## CONVENTION AND TOURISM

DATE	EVENT	FUND USE	AMT	PREV. AMT	COMMENTS
1/16/2024	Gravel Dash	travel and advertising expense	\$1,000.00	\$ 2,500.00	promote Gravel Dash in Iowa (Mark & Renee Hoffman last year \$2500 promote Gravel Dash-Emporia
1/16/2024	Social Media Marketing Posts	2024 Facebook, Instagram etc-boosting	\$500.00	\$ 500.00	annual
1/16/2024	Google Suite/Office Supplies	2024 Misc Office Supplies	\$ 750.00	\$ 1,000.00	annual
1/16/2024	Tourism Marketing Material	2024 Printing Tourism Marketing Material	\$2,000.00	\$ 1,750.00	annual
1/16/2024	Dues & Publications	2024 Includes TIAK	\$ 300.00	\$ 750.00	annual
				\$ -	

\$4,550.00



209 NORTH 8<sup>TH</sup> ST., MARYSVILLE, KS 66508 ♦ PH: (785) 562-5331 FAX: (785) 562-2449

**TO:** Governing Body  
**FROM:** William Ralph  
City Inspector  
**DATE:** 01/17/2024  
**LOCATION:** 605 Broadway  
**RE:** Planning Commission.

The Planning Commission met on January 11, 2024 to review a sketch plan for the new CES office building at 605 Broadway. We discussed the Disability parking for the new CES building. The sketch plan that was submitted to the Planning Commission that night had the Disability Parking Space on the west side of the building on the Southernmost parking spot, which was in compliance with the code. It was mentioned that they could move the parking spot to the northern most parking stall to get it closer to the door. One of the Planning Commission members said that it might be better keeping it on the West side since during events, Broadway is often blocked off at 6<sup>th</sup> St.

Following the Planning Commission meeting, CES has made a request to the Council to place the Disability parking stall on Broadway in the first parking stall east of 6<sup>th</sup> Street.

Disability parking spaces are in Article 6, section 6-3, B-2 of the Unified Land Development Code (*the city adopted this on May 24, 1999*). This section states that all disability parking spaces shall be on a prepared surface of concrete or asphalt. If this spot was moved to Broadway, it would be on brick, which would not be in compliance with this code. ADA regulations also state that if you are only having one Disability parking space that it must be van accessible. The minimum dimensions for all van accessible parking spaces shall be 13' in width and 20' in depth and have a 5' wide unloading zone on the passenger side of the vehicle, all of which will require the equivalent of 2 parking spaces if it were to be on the street as requested.

The Planning Commission also requested that the sidewalk on the west side of the building be 7' wide. This is to allow there to be a 5' sidewalk once vehicles are parked in the off-street parking area. The building would have to be moved to the east 2' to make the sidewalk 7' if we keep the Disability parking on the west side off street parking.

William Ralph  
City Inspector

A handwritten signature in black ink that reads "William Ralph". The signature is written in a cursive style and is positioned below the typed name and title.



January 17, 2024

City of Marysville  
209 N 8<sup>th</sup> Street  
Marysville, KS 66508

Dear Cindy and Governing Body:

I'm requesting to be added to the January 22, 2024, City Council meeting agenda. I met with the Planning Commission on January 11<sup>th</sup> to present an informal Site Plan for the new CES Office Building located at 605 Broadway. We were looking for input from the Planning Commission so we can proceed with an official Site Plan for the building.

We are making a request from the Governing Body to place an ADA parking stall on Broadway in the first stall on the corner of Broadway and 6<sup>th</sup> Street. This location would be closest to the front door of the building without laying down curb and sidewalk in the middle of the 600 block of Broadway.

Sincerely,

A handwritten signature in blue ink that reads "David A. Richardson". The signature is written in a cursive style and is positioned above a horizontal line.

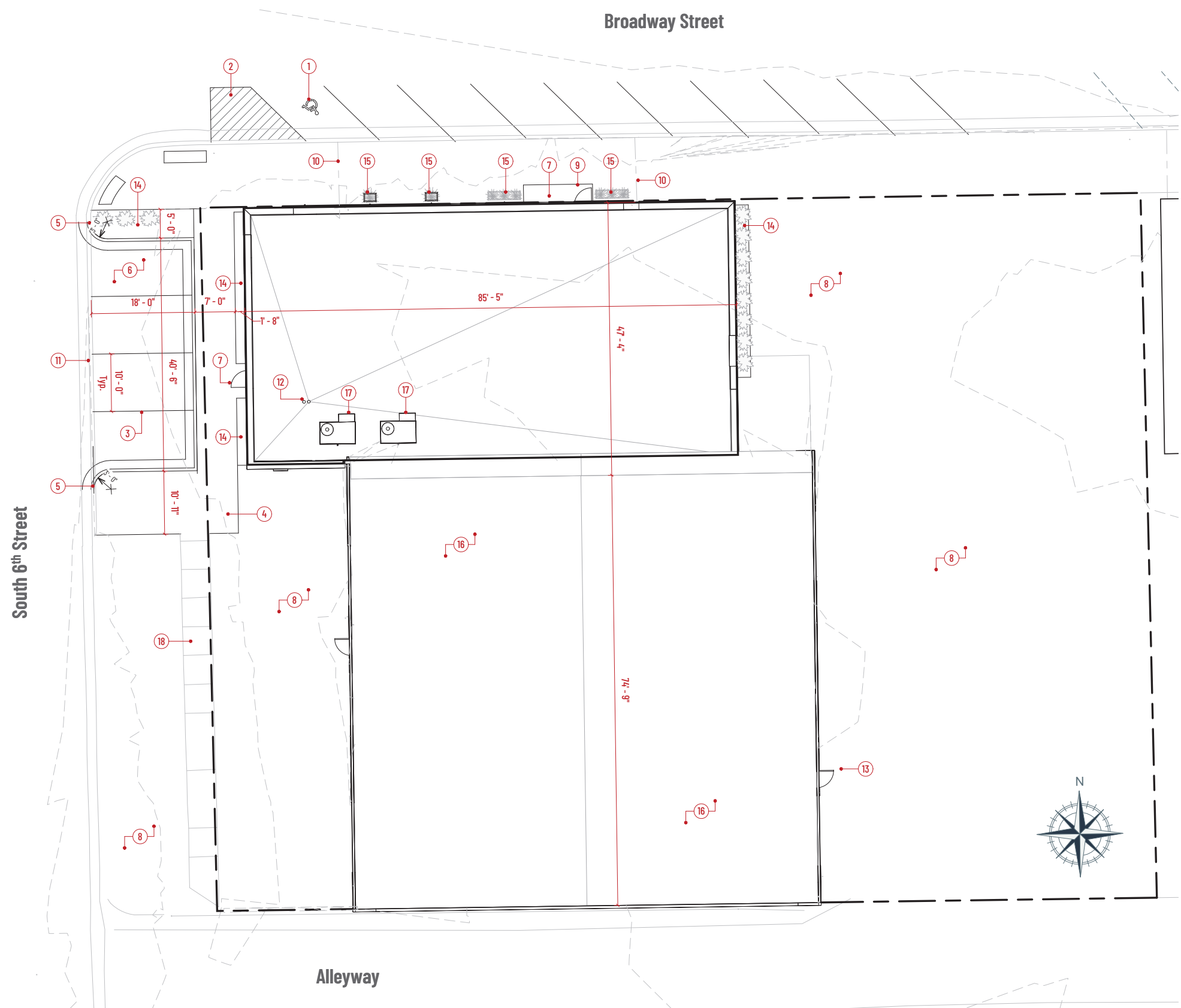
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David A. Richardson  
CES Group, Inc.  
605 Broadway  
Marysville, KS 66508  
785-562-5148 (office)



## Project Synopsis:

<b>GOVERNING MUNICIPALITY:</b>	Marshall County
<b>GOVERNING CODES:</b>	2006 International Building Code 2018 International Fire Code 2006 International Plumbing Code 2005 National Electric Code 2006 International Mechanical Code 2005 International Fuel and Gas Code
<b>PROJECT MANAGER:</b>	Dean Randolph, Assoc. AIA CES Group, INC. 605 Broadway Marysville, Kansas 66508 P: 785-562-5148
<b>PROJECT ADDRESS:</b>	605 Broadway Marysville, Kansas 66508
<b>CIVIL ENGINEER:</b>	Chris Taylor CES Group, INC. 605 Broadway Marysville, Kansas 66508 P: 785-562-5148
<b>ZONING:</b>	C-1, Central Commercial District
<b>LEGAL DESCRIPTION:</b>	Lots 4, 5, 6 and the West 30.75 feet of Lot 3 in Marysville Proper
<b>OVERLAY DISRICTS:</b>	None
<b>LOT:</b>	4, 5, 6 and West 30.75' of Lot 3
<b>BLOCK:</b>	21
<b>SUBDIVISION:</b>	Marysville Proper
<b>PARCEL NUMBER:</b>	0580783302012003000
<b>PLAT REFERENCE:</b>	None
<b>SETBACKS</b>	
STREET:	None
SIDE YARD:	None
REAR YARD:	None
<b>LANDSCAPE BUFFER:</b>	None
<b>SCREENING:</b>	None
<b>BUILDING ARTICULATION</b>	
HORIZONTAL:	None
VERTICAL:	None
<b>SIGNAGE:</b>	Backlite, building mounted aluminum signage on North, East, and West facades.
<b>SITE AREA:</b>	19,973 sq. ft. (0.46 acres)
<b>BUILDING AREA</b>	
EXISTING:	6,200 sq. ft.
PROPOSED:	3,696 sq. ft.
TOTAL:	9,896 sq. ft.
<b>FLOOR AREA RATIO</b>	
EXISTING:	6,200 sq. ft. / 9,973 sq. ft. = 0.31
PROPOSED:	3,696 sq. ft. / 19,973 sq. ft. = 0.19
OVERALL:	9,896 sq. ft. / 19,973 sq. ft. = 0.50
<b>PARKING</b>	
EXISTING:	11 stalls
NEW:	3 stalls (1 ADA stall)
TOTAL:	14 stalls
<b>OCCUPANCY LOAD:</b>	24.64 = 25 persons



## 1 Site Plan

1" = 10'-0"

## Construction Notes:

- 1 - Handicap parking signage. Mount sign at not more than 60" a.f.g. to bottom. Sign to contain the universal handicap symbol and "van accessible" as required per ADA.
- 2 - Handicap striping and universal symbol painted white with 4" stroke.
- 3 - Parking lot striping to be painted white with 4" stroke.
- 4 - Sidewalk with ADA ramp per civil.
- 5 - Sawcut existing curb & gutter as required to install new drive. Match new drive elevation with existing surface. Re: civil.
- 6 - Furnish and install concrete pavement per civil.
- 7 - Install concrete stoop at exit door location. See floor plan for exact location and structural drawings for detail.
- 8 - Existing pavement to remain.
- 9 - Dashed line represents building canopy per building elevations.
- 10 - Demo existing drainage underneath sidewalk.
- 11 - Demo existing curb and gutter as shown on plan.
- 12 - Primary and overflow roof drains in roof above to collect all roof area. Connect to underground piping (estimate 6" dia. drains, final size as determined by plumbing engineer).
- 13 - Existing trash enclosure to remain.
- 14 - Landscaping bed with small shrubs for screening.
- 15 - Decorative board-form concrete planters/bollards.
- 16 - Existing warehouse to remain. Minor northern elevation adjustments will be made to receive connection to new construction. underneath sidewalk
- 17 - Roof mounted HVAC unit to be screened with parapet walls from all directions (final size as determined by mechanical engineer).
- 18 - Existing sidewalk to remain.



## Vicinity Map

1" = 160'-0"

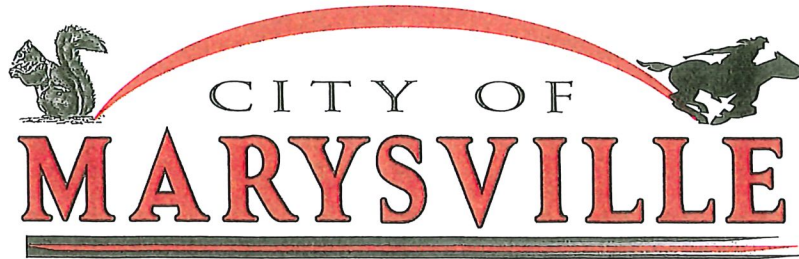
**CES Group Office**  
 605 Broadway Street  
 Marysville, Kansas 66508



Date: 01.18.2024

Notes:

Rev. #	Description	Date



209 NORTH 8<sup>TH</sup> ST., MARYSVILLE, KS 66508 ♦ PH: (785) 562-5331 FAX: (785) 562-2449

**TO:** Governing Body  
**FROM:** William Ralph  
City Inspector  
**DATE:** 01/17/2024  
**LOCATION:** 12<sup>th</sup> road and Limestone  
**RE:** Storm Sirens

This storm siren is to replace the one at 12<sup>th</sup> road and limestone road. This siren has not worked for about 6 years. This siren will give us storm siren coverage to the Keystone addition along with coverage up to Hall Brothers on Highway 36 over to a little past 11<sup>th</sup> Rd. on Keystone. This also gives us the capabilities of giving voice warnings or messages to the area like we do on most of our other sirens.

We got a estimate in January of 2023 to get a price for the budget. This price is slightly higher than the estimate last year. We will also be needing option 13 with this quote bringing our total to \$43,746.75.

William Ralph  
City Inspector

A handwritten signature in black ink that reads "William Ralph". The signature is written in a cursive style.

Contact Name: William Ralph, Planning & Zoning Inspector  
 Customer: City of Marysville  
 Address: 209 N. 8th St.  
 City: Marysville  
 State: KS  
 Zip 66508  
 Phone: 785-562-5331  
 Cell: \*  
 Fax: \*  
 Email: buildings@bluevalley.net

<b>Quotation No.: ANS</b>	
<b>103241542</b>	
Please reference quote no. on your order	
Date Quoted:	1/3/24

Notes: Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
<b>Electronic Siren Equipment</b>					
1	1	MOD6024B	MODULATOR SIREN, 2400W, OMNI DIR	\$ 15,645.00	\$ 15,645.00
2	1	UVTDH	DIGITAL, 2-WAY, HI BND, 120V	\$ 7,468.00	\$ 7,468.00
3	6	UV400	AMPLIFIER - 400W WILL SHIP INSIDE CABINET UNLESS INSTRUCTED	\$ 827.00	\$ 4,962.00
4	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$ 139.00	\$ 139.00
5	1	DVSD	DIGITAL VOICE MINI SD CARD	\$ 334.00	\$ 334.00
6	1	DVR	DIGITAL VOICE RECORDING, ONE VOICE UP TO 16 MSGS	\$ 716.00	\$ 716.00
				<b>Total Equipment</b>	<b>\$ 29,264.00</b>

<b>Shipping</b>					
7	1	ES-FREIGHT - Z2	Shipping Fees		\$ 1,625.75

<b>Services</b>					
8	1	TK-S-CPSYSOP-CU	System Optimization Per Site, CUSTOM	\$ 750.00	\$ 750.00
9	1	TK-I-MOD3	MOD6024B Standard Installation 4 Standard Batteries 50' Class 2 Wood Pole	\$ 10,455.00	\$ 10,455.00
10	1	OMNI-5	ANTENNA, 156-162MHZ VHF, 35 FT CABLE	\$ 457.00	\$ 457.00
				<b>Total Services</b>	<b>\$ 11,662.00</b>

<b>Total of Project</b>	<b>\$ 42,551.75</b>
-------------------------	---------------------

<b>Options</b>					
11	1	BV-TRAFFIC	Traffic Control, if required	\$ 1,500.00	\$ 1,500.00
12	1	BV-Permit	Cost associated with electrical inspections / permits, if required. This does NOT include costs for getting the electrical service to the pole.	\$ 1,850.00	\$ 1,850.00
13	1	TK-IO-CUSREMOV	Removal Services, Custom	\$ 1,195.00	\$ 1,195.00

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet. Site Restoration is not included in this quote unless specifically called out above. As the site has typically not been determined at the time of quoting we cannot forecast what landscaping, seeding or backfilling will be required to restore a site. It is recommended to keep sites within 15' of a paved surface so as to avoid damage to landscaping at the time of installation and for future service. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional. Traffic Control Clause: Traffic control, if required, will be an additional \$250.00 per site. Permit Clause: Any special permits, licenses or fees will be additional. FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment. Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted. Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Jeff E  
 Company: Blue Valley Public Safety Inc.  
 Address: P.O. Box 363 - 509 James Rollo Dr.  
 City, State, Zip: Grain Valley, MO 64029  
 Country: USA  
 Work Phone 1-800-288-5120  
 Fax: 816-847-7513  
 Approved By: Brian Cates  
 Title: General Manager

Delivery: 12-16 weeks  
 Freight Terms: FOB University Park  
 Terms:  
 Equipment, Net 30 Days upon receipt  
 Services, Net 30 Days as completed,  
 billed monthly. Net 30 will not be held  
 for installations.

**\*\*\* Purchase Order MUST be made out to: \*\*\***  
Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484  
**Purchase Order MUST be e-mailed, mailed or faxed to:**  
Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513  
[dee@bvpsonline.com](mailto:dee@bvpsonline.com)

Contact Name: William Ralph, Planning & Zoning Inspector  
Customer: City of Marysville  
Address: 209 N. 8th St.  
City: Marysville  
State: KS  
Zip 66508  
Phone: 785-562-5331  
Cell: \*  
Fax: \*  
Email: [buildings@bluevalley.net](mailto:buildings@bluevalley.net)  
Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

**Quotation No.: FWS**  
**103241542**  
Please reference quote  
no. on your order  
Date Quoted: 1/3/24

*I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.*

\_\_\_\_\_  
*Signature:*

\_\_\_\_\_  
*Title:*

Quotation No.: FWS  
103241542

Sales Agreement

**(1) Agreement.** This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

**(2) Termination.** This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

**(3) Price/Shipping/Payment.** Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

**(4) Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

**(5) Taxes.** Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

**(6) Delivery.** Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

**(7) Returns.** Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

**(8) Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

**(9) Limited Warranty.** FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**(10) Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.

**(11) PATENTS.** FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

**(12) Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

- (13) **Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
- (14) **Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.
- (15) **Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.
- (16) **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
- (17) **Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
- (18) **Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.
- (19) **Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
- (20) **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.
- (21) **Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
- (22) **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.
- (23) **Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminants. Buyer must inform FSC when known or suspected soil contaminants exist at any intended installation site.
- (24) **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.
- (25) **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
- (26) **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
- (27) **Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless prearranged otherwise by mutual agreement.
- (28) **Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.
- (29) **Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.

## Tractor bids

In the following documents are three bids to replace our compact tractor. The model we have is a 2000 New Holland TC 40D (40 horsepower). It has 2900 hours on it and has been a good tractor. The reason we want to replace it is because of its age and hours. We have had some issues with it recently as well (hard to engage 4wd and electrical issues to prevent it from starting, and it leaks fuel around the injectors). We would also like to have a few other options with a new tractor, the main option is to have a skid loader plate on it and front hydraulics for a grapple and a snow blade. This would make the tractor more versatile for us to use in tree cleanup, snow removal, and urn burials (with our auger attachment we already have for the skid loader). All three of these models also come with a front loader and bucket for use with dirt work.

Of the three tractors listed we would like to go with the John Deere. It was the only bid I received from any local dealers. The Kubota bid was from Kanequip in Wamego and the New Holland bid was from Roehr's Machinery in Beatrice. If you look at the spec sheets the John Deere came in first in most of the categories despite being the middle of the pack for horsepower (44 hp compared to 54 and 40). It was also the only one we got to get a demo for and everyone on the crew liked how it operated. The tractor was also small enough to maneuver well in the cemetery where we use the tractor most often. It is for these reasons and the reputation of John Deere that we would like to purchase it instead of the other two despite John Deere coming in higher than New holland in price. Also, they offered us a higher trade in value for our tractor we would be trading in. The reason we aren't looking for a higher horsepower tractor (60 and above) is that we do not pull anything with our compact tractor. The street department has an 80hp John Deere tractor that we can use to pull our 15-foot batwing mower.



Quote Summary

Prepared For:
CITY OF MARYSVILLE
209 N 8TH ST
MARYSVILLE, KS 66508
Business: 785-562-5331
cityadm@bluevalley.net

Prepared By:
Jeff Mach
Landmark Implement, Inc.
73049 L Road
Holdrege, NE 68949
Phone: 308-995-6511
jeffmach@landmarkimp.com

This Equipment was Delivered by Landmark Implement to the customers address

Quote Id: 29588366

Created On: 11 September 2023

Last Modified On: 29 September 2023

Expiration Date: 18 September 2023

This Equipment was picked up by the customer from the Landmark Location

Table with columns: Equipment Summary, Suggested List, Selling Price, Qty, Extended. Rows include various John Deere equipment like 4044M Compact Utility Tractor, GR72B ROCK / BRUSH GRAPPLE, BL8B SNOW / UTILITY BLADE, PA15B PLANETARY DRIVE AUGER, SP8C SNOW PUSH, and RR72 ROOT RAKE. Total equipment value is \$60,418.94.

Table with columns: Trade In Summary, Qty, Each, Extended. Shows trade-in for 2000 NEW HOLLAND TC40D - G520059 with a payoff of \$0.00 and total trade allowance of \$10,000.00.

Summary table showing Equipment Total at \$60,418.94 and Trade In at \$10,000.00.

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_





Integrity  
 Financial Strength  
 Quality  
 Teamwork

18035 E. Hwy 24 Wamego, KS 66547

Account No.				Today's Date	September 14, 2023	Actual Del. Date	
Name	City Of Marysville			Salesman	Dustin Scott	Fax Number	
Address						Mobile Number	
City		State		Zip		Phone Number	
County of First Use				Email			

SALES:

Used/New	Brand	Model	Description	Tire #	Serial No.	Tag No.	Price	Office Use
New	Kubota	MX5400 w/	wheel weights & rear remote				\$ 33,900.00	
New	Kubota	LA1065	Loader w/ Bucket				\$ 6,800.00	
New	Land Pride	3rd	Function Kit				\$ 1,500.00	
New	Land Pride	SGC1072	Grapple				\$ 3,800.00	
New	Land Pride	STB1584	Snow Blade				\$ 4,300.00	
						Delivery Charge		
						Total Sales	\$ 50,300.00	

TRADES:

Trade In	Brand	Model	Description	Tire #	Serial No.	Tag No.	Price	Office Use

Total Trade	\$	-
Difference	\$	50,300.00
Discount		
Contract Fee		
Extended Warranty		
Sub-Total	\$	50,300.00
Sales Tax	\$	-
Owed on Trade-In		
Insurance		
TOTAL AMOUNT DUE	\$	50,300.00

DEALER'S CHECK:

	Yes	No
1. All guards in place and points of danger protected	<input type="checkbox"/>	<input type="checkbox"/>
2. Safety shut-off, kill switches in place	<input type="checkbox"/>	<input type="checkbox"/>
3. Instruction booklet provided	<input type="checkbox"/>	<input type="checkbox"/>
4. Operating instructions given	<input type="checkbox"/>	<input type="checkbox"/>
5. Warning or safety advisory decals in place	<input type="checkbox"/>	<input type="checkbox"/>
6. ROPS system in place (if tractor)	<input type="checkbox"/>	<input type="checkbox"/>

WARRANTY: Customer must initial

When applicable, KanEquip will cover customer's hauling and mileage expenses for one year from the warranty start date below:

Per manufacturers warranty beginning:

Warranty ending:

I have been offered to purchase extended warranty at this time and declined.

Customer chooses to purchase the unit(s) with no further repairs, parts, or warranty implied or included.

As noted below:

Paid Cash/Check#		
Charge		
Contract Amount		
Total	\$	-

Terms:

Delivery:

CUSTOMER'S ACCEPTANCE

I understand fully the terms & Conditions of the above sale. I understand fully the proper & safe operation of this equipment. The dealer & I have read & completed this form & agree with the above information. A finance charge on past due balances is computed at a rate of 1.5% per month.

Invoice No. WG

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

# ROEHRS MACHINERY

1512 N 6TH ST  
 BEATRICE, NE 68310  
 OFFICE 402-228-3319  
 Fax 402-228-3310  
[www.roehrsmachinery.com](http://www.roehrsmachinery.com)



# QUOTATION

QUOTE #	DATE
3655	1/16/2024
CUSTOMER ID	VALID UNTIL
	2/15/2024

**CUSTOMER INFO**

City of Marysville Cemetery

Prepared By: Chris Peterson  
 Cell 402-520-0997

DESCRIPTION OF WORK
New Holland Workmaster 40 configured as below.

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
New Holland Workmaster 40 tractor, Front wheel assist, 25x8.50-14 R4 front tires, 43x16-20 R4 rear tires, mid pto, rear pto (540), three point, 140 TLA2 loader with 72" skid steer style bucket, one rear remote, third function valve for loader.	1	30,000.00	30,000.00
			-
Land Pride SGC1560 60" root grapple with hoses and couplers	1	4,250.00	4,250.00
Land Pride Snow blade (Same as Kubota)	1	4,300.00	4,300.00
			-
Trade in 2003 New Holland TC40		(6,000.00)	(6,000.00)
			-
<i>Thank you for your business!</i>	<b>SUBTOTAL</b>		<b>32,550.00</b>
	<b>OTHER</b>		<b>-</b>
	<b>TOTAL QUOTE</b>		<b>\$ 32,550.00</b>

This quotation is not a contract or a bill. It is our best guess at the total price for the service and goods described above. The customer will be billed after indicating acceptance of this quote. Payment will be due prior to the delivery of service and goods. Please fax or mail the signed quote to the address listed above.

Customer Acceptance

X		
Signature	Printed Name	Date

# Specifications

Kubota

MX5400

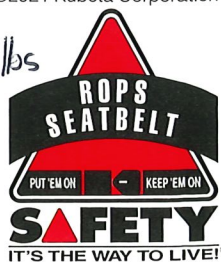
Model		Gear-Drive Transmission		HST
		2WD	4WD	4WD
<b>Engine</b>		V2403CR-T		
Type (Make: KUBOTA)		CRS, direct injection, liquid cooled die		
Engine gross SAE J1995 power	HP (kW)	55.5 (41.4)		57.0 (42)
Engine net SAE J1349 power	HP (kW)	53.0 (39.5)		53.8 (40)
PTO power	HP (kW)	46.5 (34.7)		
No. of cylinders/Aspiration		4 / Turbocharged		
Total displacement	cu. in. (cm³)	148.6 (2434)		
Rated speed	rpm	2700		
Fuel tank capacity (ROPS / CAB)	US gal. (ℓ)	13.5 (51) / 11.9 (45)		
Air cleaner		Dry-dual element		
Alternator (ROPS / CAB)	Amp	45 / 60		
<b>Transmission</b>		8F/8R		
No. of speeds		Partially synchronized (3rd & 4th)		
Main gear shift (4 speeds) (ROPS / CAB)		Synchronized		
Shuttle		Dry single plate		
Main clutch		Mechanical wet disc		
Brake		Rear standard (mechanical)		
Differential lock				
<b>PTO</b>		Live independent, hydraulic PTO with PTO bra		
PTO type		@540 rpm		
Speed				
<b>Hydraulic</b>		9.5 (35.8)		
Pump capacity (main)	gpm (ℓ/min)	4.9 (18.6)		
Power steering	gpm (ℓ/min)	Category I & II		
3-point hitch		Position (std), Draft (opt)		
Control system		2310 (1050)		
Lift capacity at 24 in. behind lift point	lbs. (kg)	Maximum 3 (opt)		
No. of remote valves				
<b>Tires</b>		9.5-16/1		
Standard	Front/Rear	7.5L-15/14.9-26		
<b>Traveling speeds (w/std. Ag. tires)</b>				
No. of speeds (at rated engine speed)		Forward	Reverse	
First	Fifth	1.1 (1.7)	5.1 ( 8.2)	1.0 (1.6) 4.7 ( 7.5)
Second	Sixth	1.5 (2.4)	7.2 (11.6)	1.4 (2.2) 6.6 (10.7)
Third	Seventh	2.4 (3.9)	11.7 (18.9)	2.2 (3.6) 10.7 (17.3)
Fourth	Eighth	3.6 (5.8)	17.3 (27.9)	3.3 (5.3) 15.9 (25.6)
<b>Other features</b>		Bevel ge		
4WD drive system (4WD model)		Hydrostatic Power Steering		
Steering		Full open hood / Hanging peda		
Hood type / Pedal type		Flat		
Deck type				
<b>Dimensions</b>				
Overall length (w/o 3P)	in. (mm)	127.8 (3245)		125.9
Overall height (w/Foldable ROPS / CAB)	in. (mm)	95.7 (2430) / 92.7 (2355)		
Overall width (Minimum)	in. (mm)	69.7 (1770)		
Wheelbase	in. (mm)	74.6 (1895)		
Min. ground clearance	in. (mm)	15.2 (385)		
Tread width	Front	50.4-62.2 (1280-1580)		52.2
	Rear	54.1-58.7 (1375-1490)		
Turning radius (w/ brake)	ft. (m)	8.5 (2.6)		8.9
<b>Weight</b>	(with ROPS)	3474 (1576)		3716 (1686)
	(with CAB)	-		4251 (1928)

Kubota Tractor Corporation reserves the right to change the stated specifications without notice. This brochure is for descriptive purposes only and reasonable efforts were used to see that the information is accurate. Some products shown may not be available at all dealerships. Kubota disclaims all representations and warranties, express or implied, or any liability from the use of this information, consult your local Kubota dealer and the operator's manual. Power (HP/KW) and other specifications are based on various standards or recommended practices. For your protection, please use proper PTO and seat belt in almost all applications. This brochure is intended for the United States and US territories only. For information regarding Kubota products and services, please visit our website. Kubota does not provide parts, warranty or service for any Product which is re-sold or retailed in any country other than the country for which the Product(s) were des



Loader 2275 lbs

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## KUBOTA TRACTOR CORPORATION

1000 Kubota Drive, Grapevine, TX 76051 Tel 888-4 KUBOTA

Visit our web site at: [KubotaUSA.com](http://KubotaUSA.com)

John Deere

# SPECIFICATIONS

4044M	
<b>ENGINE</b>	Yanmar® 4TNV88C-MJT
Type	Naturally-aspirated 4-cylinder Diesel
HP (Kw)*	43.1 (31.7)
PTO HP Gear Transmission – hp(Kw)	34.6 (25.8)
PTO HP Hydro Transmission – hp(Kw)	33.6 (25.0)
Engine Displacement cu. in. (L)	133.5 (2.189)
<b>ELECTRICAL</b>	
Battery Power	770 CCA
Alternator	75 A
<b>HYDRAULICS</b>	
Type	Open Center
Pump Type	Dual Independent
Remote Control Valves	3/4/5 optional
Total Capacity gpm (ℓ/min)	15.9 (60.2)
<b>TRANSMISSION</b>	
Standard Transmission	12F/12R PowrReverser™
Optional Transmission	3F/3R Hydrostatic
Final Drive	Planetary
Brakes	Wet Disk
Steering	Power
Clutch	Wet disk, PowrReverser
4WD	Standard MFWD
<b>PTO</b>	
PTO Type	Independent 540
PTO Locations	Rear
Economy PTO	No
<b>REAR HITCH</b>	
Type	Category 1
Lift Capacity (24 in. behind link arms)	2,500 lb. (1,135 kg)
Lift Capacity (At link ends)	3,130 lb. (1,420 kg)
<b>OPERATING WEIGHT</b>	
OOS (Open Operator Station)	3,770 lb. (1,710 kg)
Cab	-
<b>STANDARD TIRES**</b>	
Front	8-16 (6PR, R1 Bar, 2 Position)
Rear	13.6x28 R1
Roll Over Protective Structure	Folding
ComfortGard™ Cab	No
Air Ride Seat	No
Wheelbase	73 in. (1,855 mm)

\*Manufacturer's estimate of engine power 97/68/E27 rated power (gross), hp (kW)

14 Loader 2540 lbs

<b>Workmaster 40</b>	
<b>Engine</b>	
<b>Emissions Level</b>	T4B Final
<b>Gross engine hp (kW)</b>	40 (29.2)
<b>Rated speed rpm</b>	2600
<b>No. of cylinders</b>	3
<b>Aspiration</b>	Turbo
<b>Displacement cu. in. (L)</b>	114.7 (1.9)
<b>Alternator amps</b>	70
<b>Fuel Tank gal. (L)</b>	7.4 (28)
<b>PTO</b>	
<b>PTO horsepower hp (kW)</b>	34.0 (25.4) Gear / 32.0 (23.9) HST
<b>PTO speed rpm</b>	540
<b>PTO type</b>	Independent Electro-Hydraulic Engagement
<b>Mid-PTO</b>	Standard on HST / Optional on Gear
<b>Mid-PTO speed rpm</b>	2000
<b>Transmission</b>	
<b>Type/Control - Choice 1</b>	12x12 Gear
<b>Type/Control - Choice 2</b>	3-Range Hydrostatic / Dual Pedal
<b>Maximum forward speed mph (kph)</b>	14.2 (22.9) Gear / 14.8 (23.9) HST
<b>Cruise control</b>	Standard HST
<b>Gear/shuttle type</b>	Synchro
<b>Rear differential lock engagement</b>	Mechanical

<b>Brake type</b>	Wet, Multi-Disc
<b>Hydraulics &amp; 3-Point</b>	
<b>Implement hydraulic gpm (Lpm)</b>	8.2 (31)
<b>Steering hydraulic gpm (Lpm)</b>	4.2 (15.9) Gear / 5.3 (19.9) HST
<b>Total flow gpm (Lpm)</b>	12.4 (46.8) Gear / 13.5 (50.8) HST
<b>Remote Valves</b>	1 or 2 Opt.
<b>3-point hitch</b>	Telescopic Stabilizer / Fixed Link Ends
<b>3PT lift capacity @ ball ends lb. (kg)</b>	1808 (820)
<b>3PT lift capacity @ 24 in. (610 mm) behind ball ends lb. (kg)</b>	1433 (650)
<b>3-Point linkage category</b>	
<b>Front Axle Options</b>	
<b>Two-Wheel Drive</b>	N/A
<b>Four-Wheel Drive</b>	Standard
<b>Dimensions/Weight</b>	
<b>Wheelbase in. (mm)</b>	67.5 (1715)
<b>Length in. (mm)</b>	121 (3074)
<b>Width in. (mm)</b>	66.5 (1689)
<b>Height (top of ROPS or Cab) in. (mm)</b>	87.7 (2227)
<b>Weight lb. (kg)</b>	3067 (1391)

Loader Lifting capacity

1500 Lbs.

	Specs	Kubota
Model		MX 5400
Horsepower		54
PTO Horsepower		46.5
Transmission		Hydorstatic 3 range
Hydraulic Pump Capacity (GPM)		9.5 + 4.9 for power steering (14.4)
Loader lift capacity		2275 lbs
3 point hitch lift capacity		2310 lbs
Weight		3716 lbs
Wheelbase		74.6 in
<b>Price (With loader and 3rd function)</b>		<b>\$42,200</b>
<b>Price (Including Grapple and Snow blade)</b>		<b>\$50,300</b>
Trade in for 40HP New Holland		?
<b>Final Price</b>		<b>\$40,300 - \$44,300</b>

John Deere	New Holland
4044M	Workmaster 40
44	40
33.6	32
Hydrostatic 3 range	Hydrostatic 3 range
15.9	13.5
2540 lbs	1500 lbs
2500 lbs	1808 lbs
3770 lbs	3067 lbs
73 in	67.5 in
<b>\$38,905.27</b>	<b>\$30,000</b>
<b>\$49,440.90</b>	<b>\$38,550</b>
\$10,000	\$6,000
<b>\$39,440.90</b>	<b>\$32,550</b>

(First Published in the Marysville Advocate, Official City Paper,  
on Thursday, January 25, 2024.)

**ORDINANCE NO. 1925**

**AN ORDINANCE AMENDING THE SECTION 14-211 OF THE MARYSVILLE  
CITY CODE PROVIDING FOR 20 MINUTE PARKING**

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

Section 1. Section 14-211 is hereby amended to add the following:

It shall be unlawful for any person to park a motor vehicle for any period  
exceeding 20 minutes in the following areas during the hours of 1 p.m. to  
5 p.m., Monday through Friday:

- (a) The first two parking spaces on the west side of 8<sup>th</sup> Street, south of the  
alley between Broadway Street and Elm Street.

Passed by the Governing Body of the City of Marysville on January 22, 2024.

\_\_\_\_\_  
Todd Frye, Mayor


Attested by:

\_\_\_\_\_  
Lucinda Holle, City Clerk





**Legend**

- Parcel Lines**
- Parcel Lines
- - Lot Lines
- Lot and Parcel Lines
- - Contiguous Parcel Lines
-  City Limit Boundaries

**Neighborhoods**

Date: 1/16/2024

Prepared By:



Manhattan, KS

1 inch = 0 miles  
3 1/3 inch = 35 feet

*This property ownership map is for tax purposes only. It is not intended for conveyances, nor is it a legal survey.*

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

Full Name (Responsible Party)

Throm Last Arvilla First K Middle

Address:



Home Phone #: \_\_\_\_\_ Work/Cell Phone #:

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

Our children Carey Hyde, Chrissy Lattner, Denise Kong

DATE OF EVENT:

June 8 '24

LOCATION:

Lee Dam Center

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

50th Wedding Anniversary

I Arvilla K Throm, do hereby authorize a review and full disclosure of all records concerning myself to any duly authorized agent of the City of Marysville, whether the said records are public, private, or confidential nature. The intent of this authorization is to give my full and complete disclosure of the records of educational institutions, employment, and pre-employment records including background reports, efficient ratings, complaints, or grievances filed by or against me and the records and recollections of attorneys, or of other council whether representing me or another person in any case, either criminal or civil in which I presently have, or had an interest.

I understand that any information obtained by a personal history background investigation which is developed directly or indirectly, in whole or in part, upon this released authorization will be considered in determining my suitability of this application by the City of Marysville. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from all liability which may be incurred as a result of furnishing such information.

A photocopy of this release will be valid as an original thereof, even though the said photocopy does not contain an original writing of my signature.

Arvilla K Throm  
Signature of Responsible Party \_\_\_\_\_ Date \_\_\_\_\_

APPROVED BY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

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

Please Attach a Copy of a Valid Driver's License or Identification Card

**To:** City Council

**Re:** Authorized Representative CDBG Grant22-PF-025  
Lagoon

Authorization (3 signatories) to approve and sign CDBG Request For Payments for the lagoon and wetlands project. The signatories are Mayor Todd E Frye, Kenneth L Kickhaefer, Treasurer and Lucinda Holle, City Clerk. The Council will approve all invoices prior to requesting the RFP.

Cindy Holle

City Clerk

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Marysville</u>	<b>Owner's Project No.:</b> <u>22-1177M</u>
<b>Engineer:</b> <u>Kirk Provine</u>	<b>Engineer's Project No.:</b> _____
<b>Contractor:</b> <u>Superior Excavating, LLC</u>	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>Wastewater Lagoon/Wetland Treatment</u>	
<b>Contract:</b> _____	
<b>Application No.:</b> <u>2</u>	<b>Application Date:</b> <u>1/5/2024</u>
<b>Application Period:</b> <u>From 12/1/2023</u>	<u>to 12/31/2023</u>

1. Original Contract Price	\$	1,741,416.06
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	1,741,416.06
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	502,697.34
5. Retainage		
a. <u>10%</u> X <u>\$ 502,697.34</u> Work Completed	\$	50,269.73
b. <u>10%</u> X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	50,269.73
6. Amount eligible to date (Line 4 - Line 5.c)	\$	452,427.61
7. Less previous payments (Line 6 from prior application)	\$	357,736.16
8. Amount due this application	\$	94,691.45
9. Balance to finish, including retainage (Line 3 - Line 6)	\$	1,288,988.45

**Contractor's Certification**

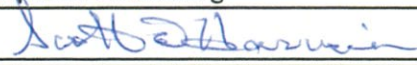
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Superior Excavating

**Signature:**  **Date:** 1/5/2024

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u></u>	<b>By:</b> _____
<b>Title:</b> <u>VICE PRESIDENT</u>	<b>Title:</b> _____
<b>Date:</b> <u>1/16/24</u>	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

Owner: City of Marysville  
 Engineer: Kirk Provine  
 Contractor: Superior Excavating, LLC  
 Project: Wastewater Lagoon/Wetland Treatment  
 Contract: \_\_\_\_\_

Owner's Project No.: 22-1177M  
 Engineer's Project No.: \_\_\_\_\_  
 Contractor's Project No.: \_\_\_\_\_

Application No.: 2 Application Period: From 12/01/23 to 12/31/23 Application Date: 01/05/24

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Materials Stored to Date (H + I)	Value of Item (J / F)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	(C X E) (\$)	Quantity Incorporated in	Completed to Date (E X G)				
<b>Original Contract</b>											
	<b>General</b>										
1	Mobilization	1.00	LS	80,000.00	80,000.00	100%	80,000.00		80,000.00	100%	-
2	Clearing and Grubbing	1.00	LS	150,000.00	150,000.00	100%	150,000.00		150,000.00	100%	-
3	Seeding	25.00	AC	2,000.00	50,000.00		-		-	0%	50,000.00
4	Erosion Control	1.00	LS	45,000.00	45,000.00	65%	29,250.00		29,250.00	65%	15,750.00
	<b>Primary Cell</b>										
5	Earthwork Cut	127,346.00	CY	1.98	252,145.08	45%	113,465.29		113,465.29	45%	138,679.79
6	Earthwork Fill	103,108.00	CY	1.50	154,662.00	45%	69,597.90		69,597.90	45%	85,064.10
7	Liner Construction (12"Thick)	29,559.00	CY	0.50	14,779.50		-		-	0%	14,779.50
8	12" Diameter GravitySewer Main, DIP	166.00	LF	200.44	33,273.04		-		-	0%	33,273.04
9	10" Diameter GravitySewer Main, PVC	683.00	LF	43.74	29,874.42		-		-	0%	29,874.42
10	Full Depth SlopeProtection, Complete inPlace	2.00	EA	603.00	1,206.00		-		-	0%	1,206.00
11	Concrete Slope Protection	3,734.00	SY	35.44	132,332.96		-		-	0%	132,332.96
12	Splash Pad	6.00	SY	35.45	212.70		-		-	0%	212.70
13	Control Structure,Complete in Place	1.00	LS	19,230.00	19,230.00		-		-	0%	19,230.00
14	5' Diameter Standard MH(6' Depth)	2.00	EA	6,920.00	13,840.00		-		-	0%	13,840.00
15	5' Diameter Extra VF	6.00	LF	7,200.00	43,200.00		-		-	0%	43,200.00
16	Security Fence	2,176.00	LF	28.82	62,712.32		-		-	0%	62,712.32
17	Connect To Existing DIP	1.00	LS	2,876.00	2,876.00		-		-	0%	2,876.00
18	Lagoon Liner Testing	1.00	LS	30,000.00	30,000.00		-		-	0%	30,000.00
	<b>Wetland Development</b>										
19	Earthwork Cut	1,040.00	CY	1.98	2,059.20	100%	2,059.20		2,059.20	100%	-
20	Berm Fill	50,120.00	CY	1.50	75,180.00	30%	22,554.00		22,554.00	30%	52,626.00
21	Sand Fill	79,491.00	CY	1.50	119,236.50	30%	35,770.95		35,770.95	30%	83,465.55
22	Liner Construction (12"Thick)	24,951.00	CY	0.50	12,475.50		-		-	0%	12,475.50
23	Cell Top Soil Fill	16,325.00	CY	1.00	16,325.00		-		-	0%	16,325.00
24	12" Diameter GravitySewer Main, PVC	1,220.00	LF	62.51	76,262.20		-		-	0%	76,262.20
25	8" Wetlands Piping, PVC	1,960.00	LF	36.50	71,540.00		-		-	0%	71,540.00
26	12" x 8" 45 Degree Bend	5.00	EA	1,146.00	5,730.00		-		-	0%	5,730.00
27	8" x 8" Tee	3.00	EA	306.00	918.00		-		-	0%	918.00
28	8" x 8" Cross	4.00	EA	634.00	2,536.00		-		-	0%	2,536.00
29	8" Cap	24.00	EA	48.00	1,152.00		-		-	0%	1,152.00
30	Connect to ExistingForcemain	1.00	LS	8,040.00	8,040.00		-		-	0%	8,040.00
31	Distribution Structure,Complete in Place	1.00	LS	20,580.00	20,580.00		-		-	0%	20,580.00
32	Control Structure,Complete in Place	2.00	LS	30,600.00	61,200.00		-		-	0%	61,200.00
33	Security Fence	4,002.00	LF	28.82	115,337.64		-		-	0%	115,337.64
34	Emergent Wetlands MixSeeding	1.00	LS	13,500.00	13,500.00		-		-	0%	13,500.00
35	Wetland Liner Testing	1.00	LS	20,000.00	20,000.00		-		-	0%	20,000.00
	Lagoon Wetlands Connection Structure Plan										
36	Sewer Bypass, Complete in Place	1.00	LS	4,000.00	4,000.00		-		-	0%	4,000.00
	<b>Original Contract Totals</b>				<b>\$ 1,741,416.06</b>		<b>\$ 502,697.34</b>	<b>\$ -</b>	<b>\$ 502,697.34</b>	<b>29%</b>	<b>\$ 1,238,718.72</b>

**JANUARY 22, 2024 -----ORDINANCE NO. 3815**

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:

FUND		
100	GENERAL	\$ 98,953.85
200	WATER REVENUE	46,520.34
300	SEWAGE REVENUE	66,823.41
405	SEWER REPLACEMENT	359,567.66
409	BOND & INTEREST ACCOUNT #1	28,271.73
512	LIBRARY REVOLVING	11,228.72
707	KOESTER BLOCK MAINTENANCE	137.06
711	EMPLOYEE BENEFIT	34,438.67
715	TRANSIENT GUEST TAX	5,583.52
800	SALEX TAX IMPROVEMENT	<u>41,297.92</u>
	TOTAL ORDINANCE	\$ 692,822.88

**INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR**

ORD #3815 1/22/24

Date: 01/18/2024

Time: 9:41 am

Page: 1

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ADVANCE INSURANCE COMPANY	997	LIFE INSURANCE PREMIUM FEB	0	00/00/0000	302.20
				Vendor Total:	<u>302.20</u>
ADVANCED POLICE CONCEPTS, L	2933	EXTRACTING THE TRUTH: ADV INTERVIEW&INTERROGATION-ESCALANTE	0	00/00/0000	279.00
				Vendor Total:	<u>279.00</u>
AFLAC-REMITTANCE PROCESS SE	528	INSURANCE PREMIUM-JANUARY	0	00/00/0000	1,482.89
				Vendor Total:	<u>1,482.89</u>
APCO INTERNATIONAL	2934	CALEA LAW ENFORCEMENT ACCRED. MANAGER ONLINE-LT ESCALANTE	0	00/00/0000	675.00
				Vendor Total:	<u>675.00</u>
BG CONSULTANTS, INC.	0823	DESIGN PHASE PJT 23-1183M ENGINEER HWY 77 CCLIP PHASE II	0	00/00/0000	7,020.00
				Vendor Total:	<u>7,020.00</u>
BLUE CROSS BLUE SHIELD INSUR	0091	HEALTH INSURANCE PREMIUM-FEB + Dental	0	00/00/0000	41,447.80
				Vendor Total:	<u>41,447.80</u>
BOND & INTEREST ACCOUNT #1	0066	TRANSFER WATER TOWER PJT	0	00/00/0000	13,250.00
				Vendor Total:	<u>13,250.00</u>
BOND & INTEREST ACCOUNT #1A	332	TRANSFER LAGOONS	0	00/00/0000	4,114.00
				Vendor Total:	<u>4,114.00</u>
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	1,250.00
				Vendor Total:	<u>1,250.00</u>
CES GROUP P.A.	0172	ENGINEER 8TH/ELM WATERLINE PJT CONSTRUCTION PHASE * Storm Sewer 14"/Center	0	00/00/0000	7,753.50
				Vendor Total:	<u>7,753.50</u>
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #691	51714	01/10/2024	54,862.85 H
				Vendor Total:	<u>54,862.85</u>
COLUMN SOFTWARE PBC	2923	NOTICE PULIC AUCTION 2002 GMC SIERRA-POLICE IMPOUND + Treasures Report	0	00/00/0000	194.80
				Vendor Total:	<u>194.80</u>
COMMERCE BANK-COMMERCIAL (	2055	EXTERNAL HARD DR,GENERATOR COVER,LODGING,MEALS,GAS,ETC	51718	01/16/2024	933.57 H
				Vendor Total:	<u>933.57</u>
CONVENTION & TOURISM	0680	REIMBURSE DECOR&SUPPLIES-SMALL TOWN CHRISTMAS-WAYNE KRUSE	0	00/00/0000	243.19
				Vendor Total:	<u>243.19</u>
CRAFCO, INC	2686	8400LBS MASTIC & 120 BAGS COLD PATCH	0	00/00/0000	8,326.80
				Vendor Total:	<u>8,326.80</u>
CREATIVE CARNIVALS&EVENTS L	2912	DEPOSIT-INFLATABLES/GAMES RENT NATIONAL NIGHT OUT 8/6/24	0	00/00/0000	1,450.00
				Vendor Total:	<u>1,450.00</u>
CROME LUMBER INC.	2235	LUMBER, PLYWOOD, BATTERIES, LIGHT BULBS, WRAP, ETC	0	00/00/0000	372.30
				Vendor Total:	<u>372.30</u>
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	18,201.80
				Vendor Total:	<u>18,201.80</u>
EHNEN'S AUTOMOTIVE	2082	RADIATOR,WINDSHIELD WASHER PUMP,CLAMP,FILTERS,ETC	0	00/00/0000	430.48
				Vendor Total:	<u>430.48</u>
EVERGY	1401	ELECTRICITY 2101 CENTER-SWAG CHRISTMAS LIGHTS FINAL	51715	01/16/2024	99.82 H
				Vendor Total:	<u>99.82</u>

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FBINAA	1740	FBINAA DUES 2024	0	00/00/0000	125.00
				Vendor Total:	<u>125.00</u>
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	3,337.00
				Vendor Total:	<u>3,337.00</u>
FIRST COMMERCE BANK	1541	SEWER VAC TRUCK LEASE PAYMENT	0	00/00/0000	43,211.45
				Vendor Total:	<u>43,211.45</u>
GALLOWAY, WIEGERS & BRINEGA	0268	COURT LEGAL SERVICES 12/1/23-12/21/23	0	00/00/0000	1,037.50
				Vendor Total:	<u>1,037.50</u>
GALLS, AN ARAMARK COMPANY	0266	GALLS 8 SIDE ZIP BOOT-JIM KERN	0	00/00/0000	99.94
				Vendor Total:	<u>99.94</u>
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	40,859.00
				Vendor Total:	<u>40,859.00</u>
HALL BROTHERS INC	0200	64.97 TON FILL SAND	0	00/00/0000	487.28
				Vendor Total:	<u>487.28</u>
HOMETOWN LUMBER, INC.	987	CIRCULAR SAW, BLADES, LED LIGHTS FILTERS, PLUG, BIT, CONNECTOR, ETC	0	00/00/0000	592.40
				Vendor Total:	<u>592.40</u>
IDNTITEEZ	1957	DONATION PRIZE MONEY FOR LIGHT UP MARYSVILLE LIGHTING CONTEST	0	00/00/0000	600.00
				Vendor Total:	<u>600.00</u>
INDEPENDENT SALT COMPANY	0136	HIGHWAY SALT 79.3 TON	0	00/00/0000	3,132.35
				Vendor Total:	<u>3,132.35</u>
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS + <i>Optional Group Life</i>	0	00/00/0000	12,396.87
				Vendor Total:	<u>12,396.87</u>
KANSAS DEPT OF HEALTH & ENVI	689	TOWER REHAB/WATERLINE PJT LOAN PAYMENT PJT-2734	0	00/00/0000	16,234.23
				Vendor Total:	<u>16,234.23</u>
KANSAS DEPT OF HEALTH	0151	LAB SERVICES-4TH QTR 2023 COLILERT DRINKING WATER, ETC	0	00/00/0000	162.00
				Vendor Total:	<u>162.00</u>
KANSAS DIV INTERNAT'L ASSOC	845	2024 KDIAI ANNUAL EDUCATION CONF-ANNE ESCALANTE 4/8-4/10	0	00/00/0000	100.00
				Vendor Total:	<u>100.00</u>
KANSAS PAYMENT CENTER	1238	WITHHOLDING ORDER MS17DM000091	0	00/00/0000	709.39
				Vendor Total:	<u>709.39</u>
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE-DECEMBER	0	00/00/0000	1,011.96
				Vendor Total:	<u>1,011.96</u>
KANSAS STATE TREASURER (WIR	0094	INT-WATER TOWER REFUND BONDS 2015 0194040815358	0	00/00/0000	12,037.50
				Vendor Total:	<u>12,037.50</u>
KANSAS STATE UNIVERSITY	0888	sUAS COMMERCIAL REMOTE PILOT TRAINING-SALCEDO 4/15-4/17	0	00/00/0000	495.00
				Vendor Total:	<u>495.00</u>
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	3,390.81
				Vendor Total:	<u>3,390.81</u>
KCLY-FM	1777	ADS-A SMALL TOWN CHRISTMAS 30 SECOND ADS & FACEBOOK	0	00/00/0000	300.00
				Vendor Total:	<u>300.00</u>
KRAMER OIL CO., INC	0035	GASOLINE, DIESEL, & PROPANE	51717	01/16/2024	3,491.51
				Vendor Total:	<u>3,491.51</u>



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STEVEN ALLEN KRAUSHAAR	0974	COURT APPOINTED SERVICES D. KIRSTINE,D. KUHN,&G. MONTES	0	00/00/0000	<b>500.00</b>
				Vendor Total:	<b>500.00</b>
WAYNE ALLEN KRUSE	2909	C&T DIRECTOR SALARY PER CONTRACT-JANUARY	0	00/00/0000	<b>3,750.00</b>
				Vendor Total:	<b>3,750.00</b>
LINK MEDIA OUTDOOR	2786	BILLBOARD RENT HWY 24-FEBRUARY 1/11/24-2/7/24	0	00/00/0000	<b>210.00</b>
				Vendor Total:	<b>210.00</b>
LOYAL AMERICAN	1935	INSURANCE PREMIUM-JANUARY EMPLOYEE WITHHELD	0	00/00/0000	<b>91.07</b>
				Vendor Total:	<b>91.07</b>
MARYSVILLE FIRE DEPARTMENT	1345	FIREMENS CONTRIBUTIONS-JANUARY	0	00/00/0000	<b>220.00</b>
				Vendor Total:	<b>220.00</b>
JOHN T. MCNISH	2914	VIDEOGRAPHY SERVICES MONTHLY APPROVED 7/24/23 (1 YEAR)	0	00/00/0000	<b>400.00</b>
				Vendor Total:	<b>400.00</b>
NEMAHA MARSHALL R E C	1044	ELECTRICITY-ST LIGHTS, WELLS, LIFT STATION + Billboard	0	00/00/0000	<b>1,585.43</b>
				Vendor Total:	<b>1,585.43</b>
NETWORK COMPUTER SOLUTION	2223	SET UP MICROSOFT TEAMS & NEW LICENSE, & REINSTALL PRINTER	0	00/00/0000	<b>603.76</b>
				Vendor Total:	<b>603.76</b>
OPTIMUM FORENSIC SOLUTIONS	2935	BASIC CSI COURSE ANNE ESCALANTE	0	00/00/0000	<b>695.00</b>
				Vendor Total:	<b>695.00</b>
PITNEY BOWES, INC	0838	POSTAGE METER RENT 11/10/23-2/9/24	0	00/00/0000	<b>142.86</b>
				Vendor Total:	<b>142.86</b>
POLK STATE COLLEGE	2936	NATIONAL PUBLIC SAFETY INNOVATION ACADEMY-SIMPSON	0	00/00/0000	<b>3,500.00</b>
				Vendor Total:	<b>3,500.00</b>
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	<b>4,185.00</b>
				Vendor Total:	<b>4,185.00</b>
STROHMAN ENTERPRISE, INC	2937	9 RIFLE MAGNIFIERS FLIPMOUNT & TWIST MOUNT-POLICE DEPT	0	00/00/0000	<b>5,550.87</b>
				Vendor Total:	<b>5,550.87</b>
TEMPS DISPOSAL SERVICE INC	0012	TRASH SERVICE-DECEMBER	0	00/00/0000	<b>455.00</b>
				Vendor Total:	<b>455.00</b>
TRACTOR SUPPLY CREDIT PLAN	2907	LIQUID WRENCH,LUBRICANT,BOLTS, NUTS,WASHERS,ETC	51716	01/16/2024	<b>62.04 H</b>
				Vendor Total:	<b>62.04</b>
TRI-TECH FORENSICS, INC	2817	PRACTICAL SHOOTING INCIDENT RECONST. TRNG-LEIS & SIMPSON	0	00/00/0000	<b>1,458.00</b>
				Vendor Total:	<b>1,458.00</b>
UNITED PEST CONTROL, INC	712	PEST CONTROL-BIMONTHLY POLICE DEPT	0	00/00/0000	<b>80.00</b>
				Vendor Total:	<b>80.00</b>
VERIZON CONNECT	2848	VEHICLE TRACKING SERVICE 10 VEHICLES-DECEMBER	0	00/00/0000	<b>181.50</b>
				Vendor Total:	<b>181.50</b>
MEGHAN K VORACEK	2720	COURT-LEGAL SERVICES	0	00/00/0000	<b>100.00</b>
				Vendor Total:	<b>100.00</b>
WATER UTILITY RESERVE FUND	1989	TRANSFER PER BUDGET	0	00/00/0000	<b>4,815.00</b>

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				Vendor Total:	<u>4,815.00</u>
				Grand Total:	<u>335,086.72</u>
				Less Credit Memos:	<u>0.00</u>
				Net Total:	<u>335,086.72</u>
				Less Hand Check Total:	<u>59,449.79</u>
				Outstanding Invoice Total :	<u>275,636.93</u>
	Total Invoices:	67			

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SUPERIOR EXCAVATING, LLC	2932	WASTEWATER LAGOON/WETLAND TREATMENT PJT-PAYMENT #1	101	01/11/2024	357,736.16 H
				Vendor Total:	<u>357,736.16</u>
				Grand Total:	357,736.16
				Less Credit Memos:	0.00
				Net Total:	<u>357,736.16</u>
				Less Hand Check Total:	357,736.16
				Outstanding Invoice Total :	<u>0.00</u>
	Total Invoices:	1			