



COUNCIL MEETING AGENDA
Monday, April 17th, 2023, 4:30 p.m.
Community Center – *Lower Level*
208 E. Santa Fe, Marion Kansas 66861

PUBLIC HEARING

1. Call Public Hearing for the property located at 401 Roosevelt Street – Mayor Mayfield
2. Public Comment
3. Adjourn Public Hearing

REGULAR CITY COUNCIL MEETING

1. Flag Salute - Mayor Mayfield.
2. Call the Regular City Council meeting to order – Mayor Mayfield
3. Approval of Agenda -Mayor Mayfield
4. Approval of consent agenda
 - Approval of the minutes of April 3rd, 2023 Council Meeting
 - Approval of warrants in the amount of \$286,397.73
 - Approval of payroll in the amount of \$31,434.08
5. Parallel Connection and Ordinance #1499 & 1500 – James Masters, KPP representatives, James Ging, Brooke Carroll
6. City Administrator Contract – David Mayfield
7. Chingawassa Committie – Clayton Garnica
8. Container Homes-Felix Rameriz
9. Budget Contract-Mayor Mayfield
10. Library Board appointment-Mayor Mayfield
11. Executive Session-Mayor Mayfield -Enter into executive session, for consultation with City Attorney Brian L. Bina for the public body which would be deemed privileged in the attorney-client relationship to discuss pending litigation, regular meeting will resume in the Community Center – Lower Level, 208 E. Santa Fe, Marion, KS 66861
12. Councilor, Department, & Staff Reports
13. Public Forum (1)
14. Motion to Adjourn Council Meeting

The next Regular City Council meeting on May 1st, 2023 @ 4:30 p.m.

Council Meeting Procedures

- Please silence your personal electronic devices (cell phones, tablets, watches, etc.). Emergency responders are to have their radios on vibrate.
- Please stand for the invocation and Pledge of Allegiance when requested by the Mayor or Vice Mayor at the beginning of the meeting.
- The council is interested in questions, concerns and comments from the public and has established a Public Forum agenda item at the beginning and end of the meeting. This is a time for individuals or groups to address the council. Generally, there is a three (3) minute presentation time allowed. Questions by councilors, mayor or city staff are not included in the three (3) minute presentation.
- (1) Presentation is limited to three (3) minutes. City Council will not act or discuss the topic at this time. Topics are limited to City Council business. Public comment is not permitted on personnel matters or legal matters. Items introduced may become agenda items at a future date.
- Please refrain from individual conversations during the council meeting & please be courteous and respectful at all times to your elected officials, appointed officials, city staff, and fellow residents. While we all may not agree, civil discourse will lead to better understanding and brighter future for our community.



NOTICE OF ENVIRONMENTAL CODE VIOLATIONS

Pursuant to Ordinance 1378 adopting the codification of ordinances of the City of Marion, Kansas, hereafter referred to as the City Code; the hereinafter-described property was inspected on February 27, 2023 and found to be in violation of Chapter VIII, Articles 6 of the City Code.

TRACT DESCRIPTION: **E 80.55' of Lot 4, BLK 4**
Subdivision: **Freeborn's Addition, Marion, KS**

LOCATION: Address: **401 N Roosevelt St, Marion, KS 66861**

OWNER: Name of Person(s) in Violation: **Ray W Lindgren**
Address of Person(s) in Violation: **912 NW 2nd, Abilene, KS 67410**

TENANT: Name of Person(s) in Violation: **Kena Lindgren**
Address of Person(s) in Violation: **401 N Roosevelt St, Marion, KS 66861**

CONDITIONS IN VIOLATION OF CITY CODE ARE:

The City of Marion has received complaint that the property at the location identified above has conditions that are "inimical to the general welfare of the community in that they have a blighting influence on the adjoining properties, the neighborhood and the city, or are injurious to the health and safety of the residents of the city".

Environmental Code- Chapter VIII. Article 6:

Section 8-608 states that it shall be unlawful for any person to allow to exist on any residential, commercial or industrial premises, conditions which are injurious to the health, safety or general welfare of the residents of the community or conditions which are detrimental to adjoining property, the neighborhood or the city. For the purpose of fair and efficient enforcement and administration, such unlawful conditions shall be classified as follows.

- a. **Exterior conditions (yard)** shall include, but not be limited to, the scattering over or the parking, leaving, depositing or accumulation on the yard of any of the following:
 - (1) **Lumber, wire, metal, tires, concrete, masonry products, plastic products, supplies, equipment, machinery, auto parts, junk or refuse/trees & brush.**
 - (2) **Abandoned motor vehicles any motor vehicle which is not currently registered or tagged pursuant to K.S.A. 8-126 to 8-149 inclusive, as amended; or parked in violation of the code; or incapable of moving under its own power; or in a junked or wrecked condition.**
 - (3) **Furniture, stoves, refrigerators, televisions, sinks, bicycles, lawnmowers, or other such items of personal property.**

As shown in the attached photos it appears that cardboard boxes, an air-conditioner, brush piles, windows, metal, shelving, wire, water heater, refuse, vinyl siding, house hold items, or other such items of personal property have been left/deposited on this property. Also shown in the photos is a sidewalk being blocked by brush/limbs. These items are in violation of City Code and need to be corrected.



March 27, 2023

RE: 401 N Roosevelt

To Whom it may concern,

A hearing concerning the Environmental Violation at 401 N Roosevelt Street, served on March 10, 2023 has been set for April 17, at 4:30 PM. The hearing will be held at the regular City Council meeting located at City Hall, 208 E Santa Fe, Marion, KS

Sincerely,

A handwritten signature in black ink that reads "James Masters". The signature is written in a cursive style with a long horizontal stroke at the end.

James Masters
Neighborhood Services Director

Property Details for PID: 0571193204005008000

Shareable link to Property Information : <https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0571193204005008000>

Shareable link to Map: <https://www.kansasgis.org/orka/permalink.cfm?parcelid=0571193204005008000>

QuickRef ID : R3564

Owner Name : LINDGREN, RAY W

Location: 401 N ROOSEVELT ST, Marion, KS 66861

Abbreviated Boundary Description: FREEBORN (MARION) , E 80.55' LOT 8 BLK 4 FREEBORN' S

Owner Information:

Owner ~~Carol Lindgren~~ LINDGREN, RAY W

Mailing Address 228 S COBLE MARION, KS 66861

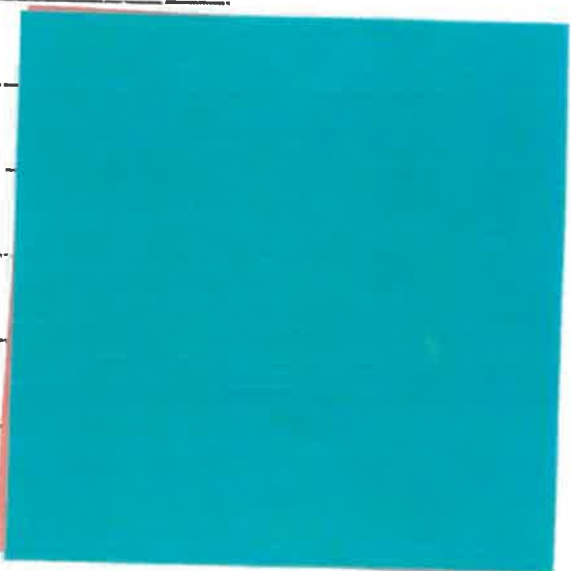
Property Information:

Type Residential

Status Active

Taxing Unit 009-MARION

Neighborhood Code 094.0



No Secondary Address Details found

Market Land Details:

Section 8-609 stipulates that this notice is to state the condition(s), which are in violation and inform you that you have **10 days** from the date of serving this notice to alleviate the violation and/or **10 days** to request a hearing before the governing body.

Failure to alleviate the condition or to request a hearing within **10 days** may result in prosecution under Section 8-610 and/or abatement of the condition by the City according to Section 8-611 with the costs assessed against the property under Section 8-614.

You are hereby given **10 days** from the date of the service of this Notice to comply with the provisions of this article or **10 days** to request a hearing. In the event that you fail to comply with the provisions of this article within such time, the City Attorney will be notified to commence prosecution in municipal court or a resolution may be presented to City Council for adoption to abate the property.

If you have any questions about this Violation Notice, please contact me at City Hall, 620-382-3703. Thank you for your immediate attention to this matter.

Sincerely,



James Masters
Neighborhood Services Director
March 1, 2023

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Ray W Lindgren
912 NW 2nd
Abilene, KS 67410**

9590 9402 7712 2152 9035 55

? Article Number (Transfer from service label)
7021 2720 0001 0971 7215

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 [Signature] Agent Addressee

B. Received by (Printed Name) *R. Lindgren* C. Date of Delivery *3/10/23*

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Adult Signature Priority Mail Express®
 Adult Signature Restricted Delivery Registered Mail™
 Certified Mail® Registered Mail Restricted Delivery
 Certified Mail Restricted Delivery Signature Confirmation™
 Collect on Delivery Signature Confirmation Restricted Delivery
 Collect on Delivery Restricted Delivery Restricted Delivery

Domestic Return Receipt

7021 2720 0001 0971 7215

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ 4.15

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 3.25

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage \$ 84

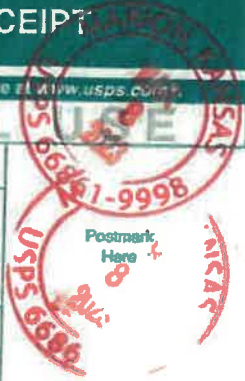
Total Postage and Fees \$ 834

Sent To Ray Lindgren

Street and Apt. No., or PO Box No. 912 NW 2nd

City, State, ZIP+4® Abilene, KS 67410

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions





401 N. Roosevelt St.



2-27-2023

(Jm)



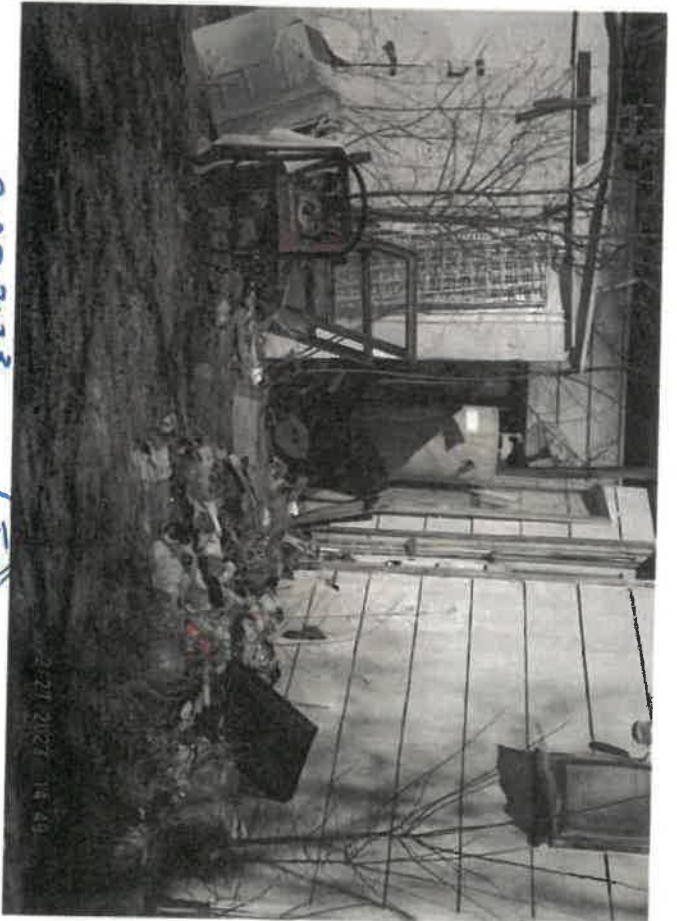


401 N. Roosevelt St.



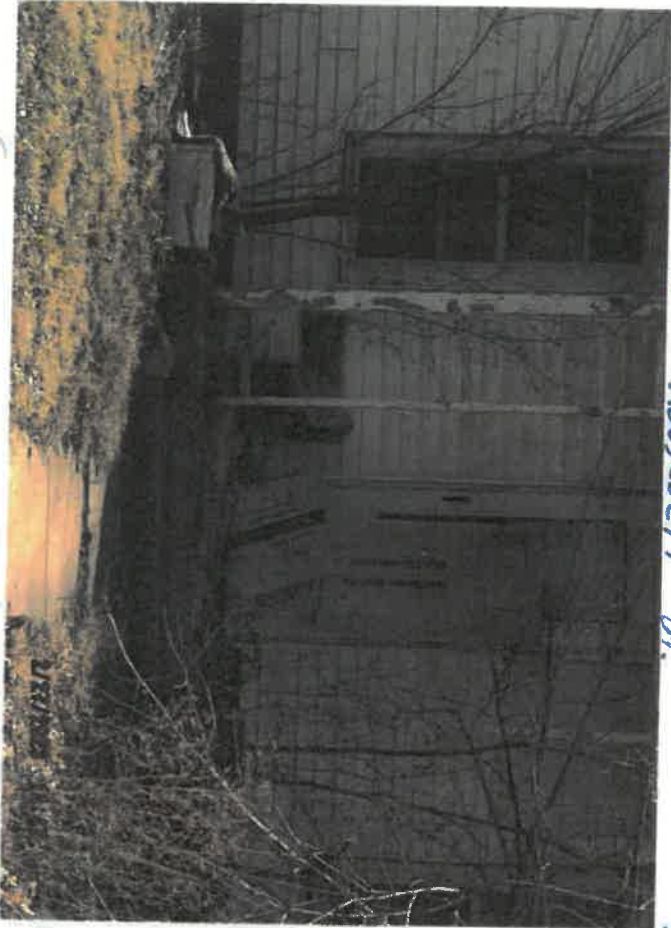
2-27-2023

(5m)

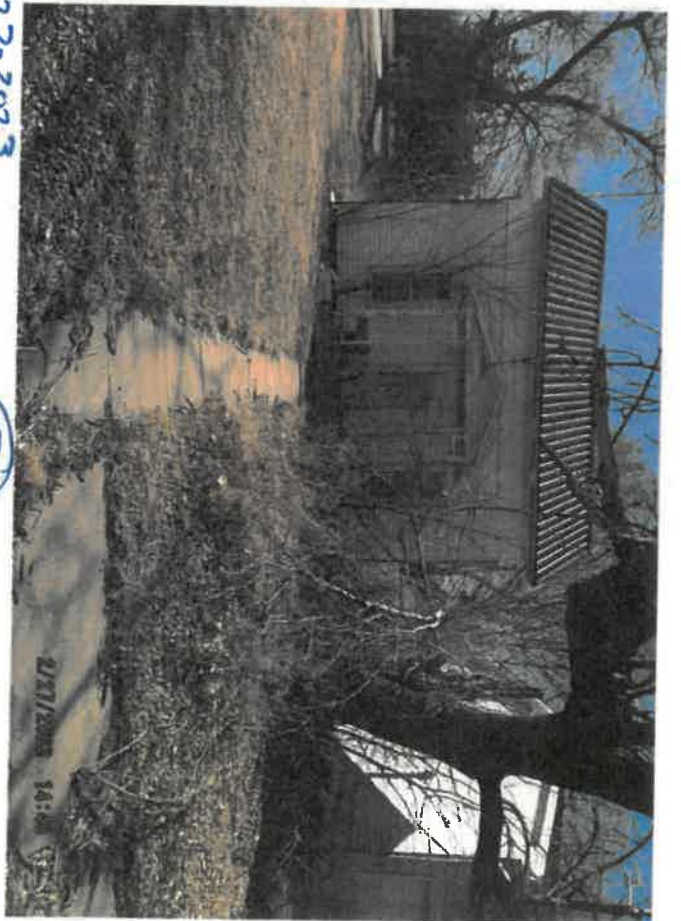




401 N. Roosevelt St.



2-27-2023



JM



NAME: Ray W Lindgren 620-382-8484
ADDRESS: 401 N. Roosevelt St
REGARDING: Environmental Violation Section 8-608

OFFICER'S RETURN

Received this writ on the 1st day of March, 2023 and served the same on the above-named Defendant on the 6th day of March, 2023 by

- () Delivering a copy to Defendant, personally _____
- (X) Leaving a copy with James Shelfer, a person of suitable age and discretion then residing at Defendant's dwelling, house, or usual place of abode
- () Mailing a copy to Defendant at Defendant's last known address, as follows: _____

- () Defendant not found

James Masters
James Masters
Neighborhood Services Director
The City of Marion



A bilene

March 14, 2023

In response to letter received from
City of Marion.

We are requesting additional time
and a hearing as stated
in the letter.

We further state work has started
at the house and there is a
trailer full of limbs too.

Ary Erdy
401 N. Roosevelt

=====
City Council Meeting
Monday, April 3rd, 2023
4:30 p.m.

The regular meeting of the City Council for the City of Marion, Kansas was held April 3rd, 2023 at 208 E. Santa Fe, Marion, KS in the lower level at 4:30 p.m. with David Mayfield presiding as Mayor, and Council Members Zach Collett, Jerry Kline, Kevin Burkholder and Ruth Herbel. Also in attendance were City Clerk, Janet Robinson, City Treasurer, Becky Makovec, Zach Hudlin, Margo Yates, Erich Meyer, Deb Gruver, and Ruth Lange.

Call to Order: Mayor Mayfield called the meeting to order following the pledge of allegiance.

Agenda: Ruth Herbel moved to approve with the requested changes; Collett. Approved. Motion carried 5-0.

Consent Agenda: Ruth Herbel moved to approve; Kline 2nd; motion carried 5-0.

- Approval of minutes of the March 20th, 2023 Regular City Council Meeting
- Approval of the Special City Council Meeting minutes of March 22, 2023
- Approval of the Special City Council Meeting minutes of March 27th, 2023
- Approval of warrants in the amount of \$41,320.25
- Approval of payroll in the amount of \$30,210.00

Appointment of Vice Mayor to City Council: Mayor Mayfield made a motion to approve Ruth Herbel as the Vice President of the Marion City Council. Kline 2nd; motion carried 5-0.

Suggested sign regulation changes: Yates asked council members to review the proposed signage regulation changes. Council members discussed proposed changes with no action being taken.

Executive Session: Mayor Mayfield motioned to enter into executive session at 4:42 p.m. for 30 minutes, to discuss personnel matters of non-elected personnel, specifically the City Administrator applicant, to protect the privacy interests of the individuals pursuant to K.S.A. 75-4319(b)(1), returning to regular meeting in the Community Building Lower Level, 208 E. Santa Fe, Marion, KS at 5:12 p.m.; Kline 2nd, motion carried 5-0. At 5:12, Council members returned to regular meeting with no action taken.

Councilor, Department & Staff Reports: Kline thanked the street crew for sweeping the city streets with the street sweeper. Nothing further to report.

Public Forum: Nothing further to report.

Adjourn: Kline made a motion to adjourn the meeting at 5:15; Mayor Mayfield 2nd; motion carried 5-0.

David Mayfield, Mayor

Janet Robinson, City Clerk

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
CENTRAL NATIONAL BANK									
INV# 4885	1	4/17/23	4/17/23	3813 56 EXPRESS TIRE & SERVICE CARLISLE TURF TRAC TIRES	329.98	01	01-30-5020	LIQ	1
	2			TIRE TAX	.50	01	01-30-5020	LIQ	1
	3			TIRE DISPOSAL	8.00	01	01-30-5020	LIQ	1
	4			SHOP SUPPLIES	3.30	01	01-30-5020	LIQ	1
	5			HAZMAT	16.50	01	01-30-5020	LIQ	1
				INVOICE TOTAL	358.28				
				VENDOR TOTAL	358.28				
754 ADVANCE INSURANCE CO OF KANSAS									
MAY PREMIUM	1	4/17/23	4/11/23	MAY 2023 PREMIUM	16.20	01	01-00-5722	LIQ	1
	2			MAY 2023 PREMIUM	13.50	01	E-PAYMNT 1308936 4/17/23 01-10-5722	LIQ	1
	3			MAY 2023 PREMIUM	10.80	01	E-PAYMNT 1308936 4/17/23 01-14-5722	LIQ	1
	4			MAY 2023 PREMIUM	2.70	02	E-PAYMNT 1308936 4/17/23 02-01-5722	LIQ	1
	5			MAY 2023 PREMIUM	5.40	02	E-PAYMNT 1308936 4/17/23 02-03-5722	LIQ	1
	6			MAY 2023 PREMIUM	21.60	02	E-PAYMNT 1308936 4/17/23 02-04-5722	LIQ	1
	7			MAY 2023 PREMIUM	16.20	02	E-PAYMNT 1308936 4/17/23 02-06-5722	LIQ	1
	8			MAY 2023 PREMIUM	3.51	01	E-PAYMNT 1308936 4/17/23 01-75-5722	LIQ	1
	9			MAY 2023 PREMIUM	5.40	01	E-PAYMNT 1308936 4/17/23 01-55-5722	LIQ	1
	10			MAY 2023 PREMIUM	10.80	02	E-PAYMNT 1308936 4/17/23 02-02-5722	LIQ	1
	11			APRIL 2023 PREMIUM	5.40	02	E-PAYMNT 1308936 4/17/23 02-06-5722	LIQ	1
				INVOICE TOTAL	111.51		E-PAYMNT 1308936 4/17/23		
				VENDOR TOTAL	111.51				
1225 AIRGAS USA, LLC									
INV# 9996222244	1	4/17/23	3/31/23	RENT LARGE ACETYLENE	10.13	02	02-01-5021	LIQ	1
	2			RENT LARGE ACETYLENE	10.13	02	02-04-5021	LIQ	1
	3			RENT LARGE ACETYLENE	10.12	01	01-10-5021	LIQ	1
	4			RENT LARGE ARGON	5.06	02	02-01-5021	LIQ	1
	5			RENT LARGE ARGON	5.06	02	02-04-5021	LIQ	1
	6			RENT LARGE ARGON	5.07	01	01-10-5021	LIQ	1
	7			RENT LARGE OXYGEN	20.25	02	02-01-5021	LIQ	1
	8			RENT LARGE OXYGEN	20.25	02	02-04-5021	LIQ	1
	9			RENT LARGE OXYGEN	20.26	01	01-10-5021	LIQ	1
	10			HAZMAT	8.85	02	02-01-5021	LIQ	1
	11			HAZMAT	8.85	02	02-04-5021	LIQ	1
	12			HAZMAT	8.84	01	01-10-5021	LIQ	1
				INVOICE TOTAL	132.87				
				VENDOR TOTAL	132.87				

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
3072 AMERICAN ELECTRIC COMPANY									
INV# 1996-1040227	1	4/17/23	4/03/23	WIRE	615.00	02	02-04-5020	LIQ	1
				INVOICE TOTAL	615.00				
				VENDOR TOTAL	615.00				
1370 APAC, INC. - SHEARS									
INV# 8001861236	1	4/17/23	3/31/23	HIGH PERFORMANCE COLD MIX	1,338.33	01	01-10-5277	LIQ	1
	2			LIQUID AC SURCHARGE	154.33	01	01-10-5277	LIQ	1
	3			ENERGY SURCHARGE	8.70	01	01-10-5277	LIQ	1
				INVOICE TOTAL	1,501.36				
				VENDOR TOTAL	1,501.36				
4 AT & T									
INV# 0770327406	1	4/17/23	3/25/23	WATER TOWER	78.01	02	02-02-5015	LIQ	1
				INVOICE TOTAL	78.01				
				VENDOR TOTAL	78.01				
9 BLUE CROSS/BLUE SHIELD									
MAY	1	4/17/23	4/13/23	MAY 2023 ADMIN	581.59	152	01-00-2452	LIQ	1
	2			MAY 2023 ADMIN	1,110.94	152	E-PAYMNT 1308937 4/17/23 01-00-2452	LIQ	1
	3			MAY 2023 ADMIN	595.05	152	E-PAYMNT 1308937 4/17/23 01-00-2452	LIQ	1
	4			MAY 2023 POLICE	566.61	152	E-PAYMNT 1308937 4/17/23 01-00-2452	LIQ	1
	5			MAY 2023 POLICE	537.56	152	E-PAYMNT 1308937 4/17/23 01-00-2452	LIQ	1
	6			MAY 2023 S&A	1,284.77	152	E-PAYMNT 1308937 4/17/23 01-00-2452	LIQ	1
	7			MAY 2023 WATER DIST	327.91	252	E-PAYMNT 1308937 4/17/23 02-00-2452	LIQ	1
	8			MAY 2023 WATER PLANT	537.56	252	E-PAYMNT 1308937 4/17/23 02-00-2452	LIQ	1
	9			MAY 2023 WATER PLANT	566.61	252	E-PAYMNT 1308937 4/17/23 02-00-2452	LIQ	1
	10			MAY 2023 SEWER	566.61	252	E-PAYMNT 1308937 4/17/23 02-00-2452	LIQ	1
	11			MAY 2023 ELECTRIC	1,075.12	252	E-PAYMNT 1308937 4/17/23 02-00-2452	LIQ	1
	12			MAY 2023 ELECTRIC	1,183.02	252	E-PAYMNT 1308937 4/17/23 02-00-2452	LIQ	1
	13			MAY 2023 ELECTRIC	499.93	252	E-PAYMNT 1308937 4/17/23 02-00-2452	LIQ	1
	14			MAY 2023 REC	537.56	152	E-PAYMNT 1308937 4/17/23 01-00-2452	LIQ	1
	15			MAY 2023 LIBRARY	609.73	152	E-PAYMNT 1308937 4/17/23 01-00-2452	LIQ	1
	16			MAY 2023 REFUSE	1,154.06	252	E-PAYMNT 1308937 4/17/23 02-00-2452	LIQ	1
	17			MAY 2023 REFUSE	1,075.12	252	E-PAYMNT 1308937 4/17/23 02-00-2452	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	18			MAY 2023 PARK	537.56	152	E-PAYMNT 1308937 4/17/23 01-00-2452	LIQ	1
	19			MAY 2023 REFUSE	537.56	252	E-PAYMNT 1308937 4/17/23 02-00-2452	LIQ	1
				INVOICE TOTAL	13,884.87		E-PAYMNT 1308937 4/17/23		
				VENDOR TOTAL	13,884.87				
				1967 CARD SERVICES					
MARCH STATEMENT	1	4/17/23	4/14/23	BOMGAARS	19.46	02	02-04-5020 E-PAYMNT 1308943 4/17/23	LIQ	1
	2			HILLSBORO HARDWARE	12.98	02	02-04-5020 E-PAYMNT 1308943 4/17/23	LIQ	1
	3			BOMGAARS	43.38	02	02-04-5020 E-PAYMNT 1308943 4/17/23	LIQ	1
	4			RED ROBIN	20.00	01	01-14-5250 E-PAYMNT 1308943 4/17/23	LIQ	1
	5			TEXAS ROADHOUSE	23.84	01	01-14-5250 E-PAYMNT 1308943 4/17/23	LIQ	1
	6			OLD CHICAGO	23.94	01	01-14-5250 E-PAYMNT 1308943 4/17/23	LIQ	1
	7			USPS	10.05	02	02-02-5016 E-PAYMNT 1308943 4/17/23	LIQ	1
	8			USPS	21.00	02	02-02-5016 E-PAYMNT 1308943 4/17/23	LIQ	1
	9			VIN PADS	200.00	10	10-00-5011 E-PAYMNT 1308943 4/17/23	LIQ	1
	10			FIREHOSE DIRECT	290.00	01	01-65-5029 E-PAYMNT 1308943 4/17/23	LIQ	1
	11			AMAZON-ROLLING TAPE MEASURE	86.58	10	10-00-5062 E-PAYMNT 1308943 4/17/23	LIQ	1
	12			AMAZON-SMART LOCK	119.06	01	01-00-5020 E-PAYMNT 1308943 4/17/23	LIQ	1
	13			CONTINENTAL HYDRAULICS	61.65	02	02-04-5409 E-PAYMNT 1308943 4/17/23	LIQ	1
	14			AMAZON	149.34	02	02-04-5020 E-PAYMNT 1308943 4/17/23	LIQ	1
	15			AMAZON	149.34	01	01-10-5020 E-PAYMNT 1308943 4/17/23	LIQ	1
	16			AMAZON	231.64	01	01-14-5020 E-PAYMNT 1308943 4/17/23	LIQ	1
	17			STALKER RADAR	56.95	01	01-14-5417 E-PAYMNT 1308943 4/17/23	LIQ	1
				INVOICE TOTAL	1,519.21		E-PAYMNT 1308943 4/17/23		
				VENDOR TOTAL	1,519.21				
				40 CASE & SON INSURANCE, INC.					
INV# 4	1	4/17/23	3/29/23	4/1/23-4/1/24 INSURANCE	15,108.07	01	01-00-5065	LIQ	1
	2			4/1/23-4/1/24 INSURANCE	1,023.25	01	01-05-5065	LIQ	1
	3			4/1/23-4/1/24 INSURANCE	5,236.66	01	01-10-5065	LIQ	1
	4			4/1/23-4/1/24 INSURANCE	662.11	01	01-11-5065	LIQ	1
	5			4/1/23-4/1/24 INSURANCE	8,186.04	01	01-14-5065	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	6		4/1/23-4/1/24	INSURANCE	6,922.02	01	01-15-5065	LIQ	1
	7		4/1/23-4/1/24	INSURANCE	782.49	01	01-16-5065	LIQ	1
	8		4/1/23-4/1/24	INSURANCE	361.15	01	01-25-5065	LIQ	1
	9		4/1/23-4/1/24	INSURANCE	1,384.40	01	01-30-5065	LIQ	1
	10		4/1/23-4/1/24	INSURANCE	1,986.32	01	01-56-5065	LIQ	1
	11		4/1/23-4/1/24	INSURANCE	782.49	01	01-60-5065	LIQ	1
	12		4/1/23-4/1/24	INSURANCE	5,417.24	01	01-65-5065	LIQ	1
	13		4/1/23-4/1/24	INSURANCE	3,792.06	01	01-75-5065	LIQ	1
	14		4/1/23-4/1/24	INSURANCE	8,848.15	02	02-01-5065	LIQ	1
	15		4/1/23-4/1/24	INSURANCE	20,525.30	02	02-02-5065	LIQ	1
	16		4/1/23-4/1/24	INSURANCE	6,079.34	02	02-03-5065	LIQ	1
	17		4/1/23-4/1/24	INSURANCE	25,099.86	02	02-04-5065	LIQ	1
	18		4/1/23-4/1/24	INSURANCE	8,186.05	02	02-06-5065	LIQ	1
				INVOICE TOTAL	120,383.00				
INV#5, 22123,4,	1	4/17/23	2/24/23	PUBLIC OFFICIAL POSITION BOND	193.00	01	01-00-5065	LIQ	1
	2			NOTARY BOND-SANDRA SCHEELE	50.00	01	01-00-5010	LIQ	1
				INVOICE TOTAL	243.00				
				VENDOR TOTAL	120,626.00				
INV# 3788	1	4/17/23	4/06/23	3916 CITY OF HERINGTON MARCH SERVICES-JAMES MASTERS	1,890.00	01	01-11-5278	LIQ	1
				INVOICE TOTAL	1,890.00				
				VENDOR TOTAL	1,890.00				
MARCH CITY BILLS	1	4/17/23	4/11/23	1086 CITY OF MARION CEMETERY	65.48	01	01-30-5015	LIQ	1
	2			CITY HALL	611.05	01	01-05-5015	LIQ	1
	3			JIA	42.85	01	01-90-5015	LIQ	1
	4			FIRE	104.78	01	01-65-5015	LIQ	1
	5			PARK	424.87	01	01-15-5015	LIQ	1
	6			POLICE	39.96	01	01-14-5015	LIQ	1
	7			SEWER	1,088.73	02	02-03-5015	LIQ	1
	8			S&A	48.61	01	01-10-5015	LIQ	1
	9			WATER DIST	48.61	02	02-01-5015	LIQ	1
	10			ELECTRIC	206.07	02	02-04-5015	LIQ	1
	11			STREET LIGHT	1,664.74	02	02-04-5014	LIQ	1
	12			WATER PLANT	1,222.56	02	02-04-5015	LIQ	1
				INVOICE TOTAL	5,568.31				
				VENDOR TOTAL	5,568.31				
INV# 257913	1	4/17/23	6/29/23	3864 CIVICPLUS LLC WEBSITE DEVELOPEMENT FEE	4,870.40	01	01-00-5033	LIQ	1
				INVOICE TOTAL	4,870.40				
				VENDOR TOTAL	4,870.40				
INV#303099/302857	1	4/17/23	4/07/23	3313 COMPLIANCE ONE APRIL SUBSTANCE PROGRAM	4.40	02	02-02-5024	LIQ	1
	2			APRIL SUBSTANCE PROGRAM	8.80	02	02-04-5024	LIQ	1
	3			APRIL SUBSTANCE PROGRAM	11.00	01	01-10-5024	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	4			APRIL SUBSTANCE PROGRAM	2.20	02	02-01-5024	LIQ	1
	5			MARCH SUBSTANCE PROGRAM	4.40	02	02-03-5024	LIQ	1
	6			MARCH SUBSTANCE PROGRAM	4.40	02	02-06-5024	LIQ	1
	7			PRE EMPLOYMENT ALLEN PATTERSON	79.50	02	02-06-5024	LIQ	1
	8			PRE EMPLOYMENT RONALD WOERZ	79.50	01	01-15-5024	LIQ	1
	9			PRE EMPLOYMENT IRA HIRD	79.50	02	02-04-5024	LIQ	1
	10			SITE OVRAGE JANET ROBINSON	5.00	01	01-00-5010	LIQ	1
				INVOICE TOTAL	278.70				
				VENDOR TOTAL	278.70				
				21 COOPERATIVE GRAIN & SUP.					
MARCH STATEMENT	1	4/17/23	4/14/23	FIRE FUEL	500.23	01	01-65-5025	LIQ	1
	2			PD FUEL	281.26	01	01-14-5025	LIQ	1
	3			ELECTRIC FUEL	706.63	02	02-04-5025	LIQ	1
	4			STREET AND ALLY FUEL	912.13	01	01-10-5025	LIQ	1
	5			REFUSE FUEL	853.38	02	02-06-5025	LIQ	1
	6			WATER DIST FUEL	93.14	02	02-02-5025	LIQ	1
	7			WATER PLANT FUEL	38.58	02	02-01-5025	LIQ	1
	8			SEWER FUEL	264.33	02	02-03-5025	LIQ	1
	9			FC FUEL	34.88	01	01-60-5025	LIQ	1
	10			CEMETERY FUEL	28.23	01	01-30-5025	LIQ	1
	11			GLOVES	17.50	01	01-10-5020	LIQ	1
				INVOICE TOTAL	3,730.29				
				VENDOR TOTAL	3,730.29				
				3937 DACUS AUTO BODY AND COLLISION					
INV# 9856	1	4/17/23	4/06/23	PARTS	3,913.26	02	02-04-5415	LIQ	1
	2			LABOR BODY	1,540.50	02	02-04-5415	LIQ	1
	3			LABOR REFINISH	1,274.00	02	02-04-5415	LIQ	1
	4			COMMERCIAL VEHICLE	1,080.00	02	02-04-5415	LIQ	1
	5			MATERIAL PAINT	1,029.00	02	02-04-5415	LIQ	1
	6			MATERIAL SHOP	385.70	02	02-04-5415	LIQ	1
	7			SALES TAX	830.02	02	02-04-5015	LIQ	1
				INVOICE TOTAL	10,052.48				
				VENDOR TOTAL	10,052.48				
				3562 DELUXE					
ORDER NUMBER 1404226	1	4/17/23	4/10/23	DEPOSIT TICKET BOOKS	226.63	01	01-00-5010	LIQ	1
							E-PAYMNT 1308938 4/17/23		
				INVOICE TOTAL	226.63				
				VENDOR TOTAL	226.63				
				3845 DUTTON-LAINSON COMPANY					
INV# 876068-1	1	4/17/23	4/04/23	COMPRESSION LUG WITH 2 HOLES	406.00	02	02-04-5020	LIQ	1
				INVOICE TOTAL	406.00				
				VENDOR TOTAL	406.00				
				451 EVERGY					
3/3/23-4/3/23	1	4/17/23	4/03/23	1000 SUNFLOWER	31.65	02	02-04-5015	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	2			US50 AND SUNFLOWER	25.26	02	E-PAYMNT 1308939 4/17/23 02-04-5015	LIQ	1
	3			US 50 AND SUNFLOWER	40.04	02	E-PAYMNT 1308939 4/17/23 02-04-5015	LIQ	1
				INVOICE TOTAL	96.95		E-PAYMNT 1308939 4/17/23		
				VENDOR TOTAL	96.95				
81				35 FLINT HILLS R.E.C.A.					
	1	4/17/23	4/03/23	1825 UPLAND	106.65	01	01-16-5015 E-PAYMNT 1308940 4/17/23	LIQ	1
	2			PUMP STATION	172.12	02	02-02-5015 E-PAYMNT 1308940 4/17/23	LIQ	1
	3			STREET LIGHTS	208.30	02	02-02-5015 E-PAYMNT 1308940 4/17/23	LIQ	1
	4			HWY 56 AND TIMBER	45.41	02	02-04-5014 E-PAYMNT 1308940 4/17/23	LIQ	1
	5			HWY 77 SIGN	9.52	02	02-04-5015 E-PAYMNT 1308940 4/17/23	LIQ	1
				INVOICE TOTAL	542.00				
				VENDOR TOTAL	542.00				
INV# 35870				3487 G & R IMPLEMENT LLC					
	1	4/17/23	3/31/23	CLUTCH	46.00	02	02-04-5020	LIQ	1
				INVOICE TOTAL	46.00				
				VENDOR TOTAL	46.00				
INV# 2736				3245 HARSHMAN CONSTRUCTION					
	1	4/17/23	3/31/23	3X6 HARSH	156.88	01	01-10-5022	LIQ	1
	2			CLEAN STEVENS	139.23	01	01-10-5022	LIQ	1
				INVOICE TOTAL	296.11				
				VENDOR TOTAL	296.11				
INV# 17949				1594 KANSAS MUNICIPAL UTILITIES					
	1	4/17/23	4/01/23	LINWORKER APPRENTICE-WILLIAMS	300.00	02	02-04-5250	LIQ	1
				INVOICE TOTAL	300.00				
				VENDOR TOTAL	300.00				
INV# 3030364				461 KANSAS ONE-CALL SYSTEM, INC					
	1	4/17/23	3/31/23	MARCH LOCATE FEES	16.40	02	02-01-5042	LIQ	1
	2			MARCH LOCATE FEES	16.40	02	02-03-5042	LIQ	1
	3			MARCH LOCATE FEES	16.40	02	02-04-5042	LIQ	1
				INVOICE TOTAL	49.20				
				VENDOR TOTAL	49.20				
MARCH 2023				3243 KANSAS POWER POOL					
	1	4/17/23	4/12/23	TRANSMISSION CHARGE	21,041.82	02	02-04-5551	LIQ	1
	2			ADMINISTRATIVE	4,128.30	02	02-04-5551	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ		
	3			CAPACITY DEMAND	12,810.24	02	02-04-5551	LIQ	1		
	4			ENERGY	43,610.84	02	02-04-5551	LIQ	1		
	5			DISTRIBUTION FACILITY CHARGE	89.76	02	02-04-5551	LIQ	1		
	6			VOLTAGE UPGRADE	20,178.44	02	02-04-5553	LIQ	1		
				INVOICE TOTAL	101,859.40						
				VENDOR TOTAL	101,859.40						
				3345 KARSTETTER & BINA, LLC							
INV# 9177	1	4/17/23	4/04/23	3/1/23 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1		
	2			3/1/23 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1		
	3			3/1/23 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1		
	4			3/1/23 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1		
	5			3/2/23 CITY ATTORNEY FEES	60.00	01	01-00-5350	LIQ	1		
	6			3/2/23 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1		
	7			3/3/23 CITY ATTORNEY FEES	210.00	01	01-00-5350	LIQ	1		
	8			3/6/23 CITY ATTORNEY FEES	180.00	01	01-00-5350	LIQ	1		
	9			3/6/23 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1		
	10			3/7/23 CITY ATTORNEY FEES	45.00	01	01-00-5350	LIQ	1		
	11			3/9/23 CITY ATTORNEY FEES	45.00	01	01-00-5350	LIQ	1		
	12			3/9/23 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1		
	13			3/3/23 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1		
	14			3/13/23 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1		
	15			3/17/23 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1		
	16			3/19/23 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1		
	17			03/20/23 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1		
	18			3/20/23 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1		
	19			3/20/23 CITY ATTORNEY FEES	75.00	01	01-00-5350	LIQ	1		
	20			3/20/23 CITY ATTORNEY FEES	120.00	01	01-00-5350	LIQ	1		
	21			3/20/23 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1		
	22			3/23/23 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1		
	23			3/27/23 CITY ATTORNEY FEES	225.00	01	01-00-5350	LIQ	1		
	24			3/28/23 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1		
	25			3/28/23 CITY ATTORNEY FEES	45.00	01	01-00-5350	LIQ	1		
	26			3/28/23 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1		
	27			3/29/23 CITY ATTORNEY FEES	45.00	01	01-00-5350	LIQ	1		
	28			3/29/23 CITY ATTORNEY FEES	225.00	01	01-00-5350	LIQ	1		
	29			3/30/23 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1		
	30			3/30/23 CITY ATTORNEY FEES	45.00	01	01-00-5350	LIQ	1		
	31			3/31/23 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1		
				INVOICE TOTAL	1,785.00						
				VENDOR TOTAL	1,785.00						
				176 KS DEPT OF HEALTH & ENVIR							
WATER SAMPLING	1	4/17/23	4/03/23	WATER SAMPLING	449.00	02	02-02-5012	LIQ	1		
				INVOICE TOTAL	449.00						
				VENDOR TOTAL	449.00						
				52 KS DEPT OF REVENUE							
MARCH 2023	1	4/17/23	4/14/23	MARCH SALES TAX	4,968.73	01	01-07-5500	LIQ	1		
				INVOICE TOTAL	4,968.73		E-PAYMNT 1308941 4/17/23				

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
				VENDOR TOTAL	4,968.73				
INV# 49164839	1	4/17/23	4/10/23	1423 LOCKE SUPPLY WALL PLATE/VG JACK/CAT 5 JACK	53.95	02	02-04-5020	LIQ	1
				INVOICE TOTAL	53.95				
				VENDOR TOTAL	53.95				
MARCH STATEMENT	1	4/17/23	3/31/23	68 MARION AUTO SUPPLY NAPA 5W20	6.99	01	01-65-5020	LIQ	1
	2			SW205Q	29.99	01	01-65-5020	LIQ	1
	3			OIL FILTER	9.27	01	01-65-5020	LIQ	1
	4			FUEL FILTER	23.83	01	01-65-5407	LIQ	1
	5			BATTERY CHARGER	199.00	01	01-65-5036	LIQ	1
	6			PRI WIRE	10.99	01	01-65-5415	LIQ	1
	7			2.5 DEF	29.98	02	02-04-5416	LIQ	1
	8			SPRAY ENG DEGR	8.78	01	01-10-5021	LIQ	1
	9			RAD SPC GUNK ENG CLNR	8.18	01	01-10-5021	LIQ	1
	10			MOTOR TUNE UP	16.98	01	01-10-5021	LIQ	1
	11			EXTND LIFE ANTIFREEZE	10.99	02	02-06-5403	LIQ	1
	12			2.5 DEF	89.94	02	02-06-5403	LIQ	1
	13			BRASS CONNECTORS	10.79	02	02-06-5403	LIQ	1
	14			BATTERY	61.73	01	01-56-5428	LIQ	1
	15			AA INDUSTRIAL BATTERY	30.96	01	01-10-5021	LIQ	1
	16			9V BATTERY	7.49	01	01-10-5021	LIQ	1
	17			AAA BATTERY	6.99	01	01-10-5021	LIQ	1
	18			ANTIFREEZE	30.18	01	01-10-5021	LIQ	1
	19			GLWHITE	24.98	01	01-10-5021	LIQ	1
	20			WHITE	11.29	01	01-10-5021	LIQ	1
	21			GL BLAC	11.69	01	01-10-5021	LIQ	1
	22			30 IN SERVICE CART	139.99	01	01-10-5021	LIQ	1
	23			RED ABRASIVE DISC	19.49	01	01-10-5021	LIQ	1
	24			FLAP DISC	11.99	01	01-10-5021	LIQ	1
	25			FLAP DISC	9.99	01	01-10-5021	LIQ	1
	26			TOOL	74.99	01	01-10-5021	LIQ	1
	27			REMAN/STARTER	187.99	01	01-60-5408	LIQ	1
	28			FLAP WHEEL	7.49	01	01-10-5021	LIQ	1
	29			3 PC ADAPTER	7.12	02	02-04-5409	LIQ	1
	30			PREM AW 46 HYD FL	97.99	02	02-04-5409	LIQ	1
	31			COUPLING	25.91	02	02-04-5409	LIQ	1
	32			HYD HOSE FITTINGS	12.41	01	01-10-5021	LIQ	1
	33			6MXTXREEL	8.09	01	01-10-5021	LIQ	1
	34			FUNNEL WITH SCREEN	6.99	01	01-10-5021	LIQ	1
	35			FL HOSE	21.52	01	01-10-5021	LIQ	1
	36			FL HOSE	19.92	01	01-10-5021	LIQ	1
	37			LUCAS POWER STIP	31.99	01	01-10-5021	LIQ	1
	38			BALJOINT	10.50	02	02-04-5409	LIQ	1
	39			PRESSURE HOSE	72.99	02	02-03-5410	LIQ	1
	40			NAPA AUTOMATIC	47.94	02	02-02-5406	LIQ	1
	41			NAPAGOLD OIL FILTER	9.42	01	01-14-5416	LIQ	1
	42			OIL	47.94	01	01-14-5416	LIQ	1
	43			OIL FILTER	5.33	01	01-10-5020	LIQ	1
	44			OIL FILTER	10.66	01	01-10-5020	LIQ	1
	45			TRAN FILTER	8.33	01	01-10-5020	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	46			OIL FILTLER	5.33	01	01-10-5020	LIQ	1
	47			OIL FILTER	21.32	01	01-10-5020	LIQ	1
	48			HYD FILTER	7.96	01	01-10-5020	LIQ	1
	49			OIL FILTER	23.32	01	01-10-5020	LIQ	1
	50			NAPAGOLD AIR FILTER	18.25	01	01-10-5020	LIQ	1
	51			FUEL FILTER	37.32	01	01-10-5020	LIQ	1
	52			FUEL FILTER	62.54	01	01-10-5020	LIQ	1
	53			NAPAGOLD FUEL FILTER	39.16	01	01-10-5020	LIQ	1
	54			AIR FILTER	62.22	01	01-10-5020	LIQ	1
	55			NAPAGOLD AIR FILTER	31.13	01	01-10-5020	LIQ	1
	56			AIR FILTER	22.78	01	01-10-5020	LIQ	1
	57			NAPAGOLD OIL FILTER	17.98	01	01-10-5020	LIQ	1
	58			OIL FILTER	23.90	01	01-10-5020	LIQ	1
	59			OIL FILTER	20.77	01	01-10-5020	LIQ	1
	60			NAPAGOLD AIR FILTER	16.00	01	01-10-5020	LIQ	1
	61			NAPA GOLD OIL FILTER	12.00	01	01-10-5020	LIQ	1
				INVOICE TOTAL	1,959.98				
				VENDOR TOTAL	1,959.98				
				1932 MARION CO. TRANSFER STATION					
TICKET NUMBER 381699	1	4/17/23	4/04/23	RECYCLING TICKET# 381699	82.82	02	02-06-5040	LIQ	1
				INVOICE TOTAL	82.82				
				VENDOR TOTAL	82.82				
				3832 MARION TIRE AND SERVICE LLC					
INV# 1870	1	4/17/23	4/04/23	TIRE REPAIR	20.00	01	01-65-5412	LIQ	1
	2			TAG# A0802	480.00	02	02-03-5410	LIQ	1
				INVOICE TOTAL	500.00				
				VENDOR TOTAL	500.00				
				3576 MATHESON TRI-GAS INC.					
INV# 0027492178	1	4/17/23	3/31/23	TELEMETRY SYSTEM	379.50	02	02-02-5046	LIQ	1
				INVOICE TOTAL	379.50				
				VENDOR TOTAL	379.50				
				324 MCPHERSON BUSINESS MACH.					
INV# 330693	1	4/17/23	4/01/23	COPY COUNT	25.00	01	01-55-5255	LIQ	1
				INVOICE TOTAL	25.00				
				VENDOR TOTAL	25.00				
				3641 MFA OIL COMPANY					
INV# 1232760	1	4/17/23	4/10/23	PROPANE 143 GALLONS	257.40	01	01-16-5015	LIQ	1
	2			KS STATE SALES TAX	16.73	01	01-16-5015	LIQ	1
	3			KS MARION COUNTY SALES TAX	2.57	01	01-16-5015	LIQ	1
				INVOICE TOTAL	276.70				
				VENDOR TOTAL	276.70				

3687 POSTALOCITY

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
3687 POSTALOCITY									
MAY BILLS	1	4/17/23	4/03/23	MAY BILLS	162.50	02	02-02-5020	LIQ	1
	2			MAY BILLS	162.50	02	02-03-5020	LIQ	1
	3			MAY BILLS	162.50	02	02-04-5020	LIQ	1
	4			MAY BILLS	162.50	02	02-06-5020	LIQ	1
	5			MAY BILLS	162.50	02	02-02-5016	LIQ	1
	6			MAY BILLS	162.50	02	02-03-5016	LIQ	1
	7			MAY BILLS	162.50	02	02-04-5016	LIQ	1
	8			MAY BILLS	162.50	02	02-06-5016	LIQ	1
				INVOICE TOTAL	1,300.00				
				VENDOR TOTAL	1,300.00				
1198 PROTECTIVE EQUIPMENT TESTING									
INV# 81149	1	4/17/23	3/31/23	CLS2, 14", yELLOW bLACK SIZE 8	633.66	02	02-04-5012	LIQ	1
	2			LEATHER PROTECTORS SIZE 8/8.5	81.20	02	02-04-5012	LIQ	1
	3			LEATHER PROTECTORS SIZE 9/9.5	40.60	02	02-04-5012	LIQ	1
	4			CANVAS GLOVE/SLEEVE BAG	212.10	02	02-04-5012	LIQ	1
	5			SHIPPING	36.98	02	02-04-5012	LIQ	1
	6			TAX	82.87	02	02-04-5012	LIQ	1
				INVOICE TOTAL	1,087.41				
				VENDOR TOTAL	1,087.41				
3069 QUILL CORPORATION									
INV# 31853990	1	4/17/23	4/10/23	ADD MACHINE ROLL	17.59	01	01-00-5020	LIQ	1
	2			CAT5 CABLE	9.58	01	01-00-5020	LIQ	1
	3			SHARPIE	17.77	01	01-00-5020	LIQ	1
	4			POP UP NOTES	22.21	01	01-00-5020	LIQ	1
	5			CABLE ADAPTER	11.79	01	01-00-5020	LIQ	1
	6			OPTIMUS 7 2-SPEED TWIN WINDOW	58.99	01	01-00-5020	LIQ	1
	7			FOLGERS CLASSIC ROAST	15.79	01	01-05-5020	LIQ	1
	8			HP 910XL BLACK	125.97	02	02-02-5020	LIQ	1
	9			HP 910 CMY-3 PACK	35.99	02	02-02-5020	LIQ	1
	10			HP 67XK HY BLACK INK	51.98	01	01-10-5020	LIQ	1
	11			500 VINYL COATED STANDARD PAPE	8.59	01	01-00-5020	LIQ	1
				INVOICE TOTAL	376.25				
				VENDOR TOTAL	376.25				
3691 RHINO CAR WASH									
INV# 18	1	4/17/23	4/01/23	CAR WASH-PD	43.36	01	01-14-5416	LIQ	1
	2			CAR WASH-PD	8.84	01	01-14-5409	LIQ	1
	3			CAR WASH-FIRE	5.01	01	01-65-5412	LIQ	1
				INVOICE TOTAL	57.21				
				VENDOR TOTAL	57.21				
1788 ROD'S TIRE & SERVICE, INC.									
INV# 272890	1	4/17/23	3/14/23	FIRESTONE TIRES	487.72	01	01-14-5416	LIQ	1
	2			TIRE TAX	1.00	01	01-14-5416	LIQ	1
	3			BALANCE	140.00	01	01-14-5416	LIQ	1
	4			TIRE DISPOSAL	12.00	01	01-14-5416	LIQ	1
	5			SERVICE CALL	80.00	01	01-60-5409	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	6			FLUID PUMPING FEE	90.00	01	01-60-5409	LIQ	1
	7			CALCIUM FILL-RITE BALLAST	315.00	01	01-60-5409	LIQ	1
				INVOICE TOTAL	1,125.72				
				VENDOR TOTAL	1,125.72				
				3929 ROY-BACHMAN, BRANDY					
APRIL JUDGE FEE	1	4/17/23	4/07/23	APRIL JUDGE FEE	350.00	01	01-85-5001	LIQ	1
				INVOICE TOTAL	350.00				
				VENDOR TOTAL	350.00				
				84 SALINA SUPPLY COMPANY					
s100234029.002	1	4/17/23	3/30/23	CORP STOP, CCXCTS COMPRESSION	134.42	02	02-04-5020	LIQ	1
	2			STENNER #5 PUMP TUBE	108.20	02	02-04-5020	LIQ	1
	3			DELIVERY FEE	10.00	02	02-04-5020	LIQ	1
	4			SHIPPING	17.14	02	02-04-5020	LIQ	1
				INVOICE TOTAL	269.76				
				VENDOR TOTAL	269.76				
				140 STANION WHOLESALE ELECTRIC CO					
INV# 5509621	1	4/17/23	4/05/23	LUG LONGBRL	167.08	02	02-04-5020	LIQ	1
	2			DELIVERY CHARGE	2.49	02	02-04-5020	LIQ	1
	3			TAX	14.20	02	02-04-5020	LIQ	1
	4			GROUNDING CONNECTOR	214.20	02	02-04-5020	LIQ	1
	5			DELIVERY CHARGE	1.79	02	02-04-5020	LIQ	1
	6			TAX	18.08	02	02-04-5020	LIQ	1
				INVOICE TOTAL	417.84				
				VENDOR TOTAL	417.84				
				343 STATE TREASURER					
MARCH	1	4/17/23	4/07/23	JBE	2.00	01	01-00-2802	LIQ	1
	2			KLETC	45.00	01	01-00-2801	LIQ	1
				INVOICE TOTAL	47.00				
				VENDOR TOTAL	47.00				
				3212 CARD SERVICES					
MARCH STATEMENT	1	4/17/23	3/08/23	GAS	8.41	01	01-10-5025 E-PAYMNT 1308945 4/17/23	LIQ	1
				INVOICE TOTAL	8.41				
				VENDOR TOTAL	8.41				
				3426 CARD SERVICES					
MARCH STATEMENT	1	4/17/23	4/14/23	LATEX HOSE	50.22	02	02-02-5020 E-PAYMNT 1308947 4/17/23	LIQ	1
	2			DISCHARGE HOSE	17.99	02	02-03-5020 E-PAYMNT 1308947 4/17/23	LIQ	1
	3			BRUSH CUP	13.18	02	02-03-5020 E-PAYMNT 1308947 4/17/23	LIQ	1
	4			COMM CONNECT	7.18	02	02-03-5020	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	5			THREAD SEAL TAPE	2.39	01	E-PAYMNT 1308947 4/17/23 01-10-5021	LIQ	1
	6			HEX NIPPLE	3.59	02	E-PAYMNT 1308947 4/17/23 02-03-5020	LIQ	1
	7			NIPPLE	2.39	02	E-PAYMNT 1308947 4/17/23 02-03-5020	LIQ	1
	8			SPRAY PAINT	11.98	01	E-PAYMNT 1308947 4/17/23 01-10-5021	LIQ	1
	9			SPRAY PAINT	11.98	01	E-PAYMNT 1308947 4/17/23 01-10-5021	LIQ	1
	10			SPRAY PAINT	13.00	01	E-PAYMNT 1308947 4/17/23 01-10-5021	LIQ	1
	11			BRUSH CUP	6.59	02	E-PAYMNT 1308947 4/17/23 02-03-5020	LIQ	1
	12			FASTENERS/SCREWS/BOLTS	16.68	02	E-PAYMNT 1308947 4/17/23 02-04-5020	LIQ	1
	13			FASTENERS/SCREWS/BOLTS	6.00	02	E-PAYMNT 1308947 4/17/23 02-04-5020	LIQ	1
	14			FASTENERS/SCREWS/BOLTS	4.20	02	E-PAYMNT 1308947 4/17/23 02-04-5020	LIQ	1
	15			BOWL CLEANER	3.99	02	E-PAYMNT 1308947 4/17/23 02-02-5020	LIQ	1
	16			DAWN	5.99	02	E-PAYMNT 1308947 4/17/23 02-02-5020	LIQ	1
	17			POWERCNTR	24.99	02	E-PAYMNT 1308947 4/17/23 02-02-5020	LIQ	1
	18			TIES MOUNT	2.99	02	E-PAYMNT 1308947 4/17/23 02-02-5020	LIQ	1
	19			COMTR SURGE PROTECTOR	24.99	02	E-PAYMNT 1308947 4/17/23 02-02-5020	LIQ	1
	20			TOILET PAPER	12.99	02	E-PAYMNT 1308947 4/17/23 02-02-5020	LIQ	1
	21			BROOM/DUST PAN	16.99	02	E-PAYMNT 1308947 4/17/23 02-02-5020	LIQ	1
	22			COBERT DUSTER	11.99	02	E-PAYMNT 1308947 4/17/23 02-02-5020	LIQ	1
	23			SHOVEL	21.99	01	E-PAYMNT 1308947 4/17/23 01-10-5020	LIQ	1
	24			FASTENERS/SCREWS/BOLTS	75.60	02	E-PAYMNT 1308947 4/17/23 02-04-5020	LIQ	1
	25			FASTENERS/SCREWS/BOLTS	1.20	02	E-PAYMNT 1308947 4/17/23 02-04-5020	LIQ	1
	26			FASTENERS/SCREWS/BOLTS	7.60	02	E-PAYMNT 1308947 4/17/23 02-04-5020	LIQ	1
	27			FASTENERS/SCREWS/BOLTS	10.75	02	E-PAYMNT 1308947 4/17/23 02-04-5020	LIQ	1
	28			POWER STRIP	39.99	02	E-PAYMNT 1308947 4/17/23 02-02-5020	LIQ	1
	29			KEW KWIKSET	20.34	01	E-PAYMNT 1308947 4/17/23 01-10-5020	LIQ	1
	30			TAX	1.68	01	E-PAYMNT 1308947 4/17/23 01-10-5020	LIQ	1
	31			PUSH TEE	28.77	01	E-PAYMNT 1308947 4/17/23 01-10-5020	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	32			GRD CORD OUTL	13.98	01	E-PAYMNT 1308947 4/17/23 01-10-5020	LIQ	1
	33			PLUNGER	6.99	01	E-PAYMNT 1308947 4/17/23 01-10-5021	LIQ	1
	34			BR SQ QO	38.99	01	E-PAYMNT 1308947 4/17/23 01-10-5021	LIQ	1
	35			THREAD SEAL	2.78	01	E-PAYMNT 1308947 4/17/23 01-10-5021	LIQ	1
	36			PUSH TEE	9.59	02	E-PAYMNT 1308947 4/17/23 02-02-5020	LIQ	1
	37			PUSH STRAIGHT	47.96	02	E-PAYMNT 1308947 4/17/23 02-02-5020	LIQ	1
	38			LBMN LNG HNDL FLOOR SCRUBBER	12.99	01	E-PAYMNT 1308947 4/17/23 01-10-5020	LIQ	1
	39			PLMYRA BRUSH	8.59	01	E-PAYMNT 1308947 4/17/23 01-10-5020	LIQ	1
	40			SURGE PROTECT	28.99	02	E-PAYMNT 1308947 4/17/23 02-02-5020	LIQ	1
	41			SURGE PROTECTOR	4.00	02	E-PAYMNT 1308947 4/17/23 02-02-5020	LIQ	1
				INVOICE TOTAL	655.07		E-PAYMNT 1308947 4/17/23		
				VENDOR TOTAL	655.07				
MARCH STATEMENT	1	4/17/23	4/14/23	3159 CARD SERVICES HEDGE TRIM	359.99	01	01-30-5020 E-PAYMNT 1308946 4/17/23	LIQ	1
	2			PICCO LOW VIBE	52.00	02	02-04-5020 E-PAYMNT 1308946 4/17/23	LIQ	1
	3			ELBOW FITTING	105.80	02	02-01-5410 E-PAYMNT 1308946 4/17/23	LIQ	1
	4			BULK HOSE	76.32	02	02-01-5410 E-PAYMNT 1308946 4/17/23	LIQ	1
				INVOICE TOTAL	594.11		E-PAYMNT 1308946 4/17/23		
				VENDOR TOTAL	594.11				
MARCH STATEMENT	1	4/17/23	4/13/23	3638 CARD SERVICES 2X4	79.80	02	02-01-5020 E-PAYMNT 1308944 4/17/23	LIQ	1
	2			3/4 4X8	119.97	02	02-01-5020 E-PAYMNT 1308944 4/17/23	LIQ	1
	3			DECK SCREW	71.98	02	02-01-5020 E-PAYMNT 1308944 4/17/23	LIQ	1
	4			DECK SCREW	39.98	02	02-01-5020 E-PAYMNT 1308944 4/17/23	LIQ	1
	5			3/4 4X8	79.98	02	02-02-5020 E-PAYMNT 1308944 4/17/23	LIQ	1
				INVOICE TOTAL	391.71		E-PAYMNT 1308944 4/17/23		
				VENDOR TOTAL	391.71				

3841 VISION CARE DIRECT

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
				3841 VISION CARE DIRECT					
APRIL PREMIUM	1	4/17/23	3/25/23	APRIL PREMIUM	46.24	157	01-00-2457	LIQ	1
	2			APRIL PREMIUM	25.46	257	E-PAYMNT 1308942 4/17/23 02-00-2457	LIQ	1
	3			APRIL PREMIUM	15.90	257	E-PAYMNT 1308942 4/17/23 02-00-2457	LIQ	1
				INVOICE TOTAL	87.60		E-PAYMNT 1308942 4/17/23		
				VENDOR TOTAL	87.60				
				3314 VYVE BROADBAND					
APRIL	1	4/17/23	4/02/23	INTERNET AT MUSEUM	69.95	01	01-25-5015	LIQ	1
	2			INTERNET AT AIRPORT	39.43	01	E-PAYMNT 1308948 4/17/23 01-16-5015	LIQ	1
				INVOICE TOTAL	109.38		E-PAYMNT 1308948 4/17/23		
				VENDOR TOTAL	109.38				
				CENTRAL NATIONAL BANK TOTAL	286,397.73				
				TOTAL MANUAL CHECKS	.00				
				TOTAL E-PAYMENTS	23,196.18				
				TOTAL PURCH CARDS	.00				
				TOTAL ACH PAYMENTS	.00				
				TOTAL OPEN PAYMENTS	263,201.55				
				GRAND TOTALS	286,397.73				

MEMORANDUM

DATE: April 17, 2023
To: City of Marion
From: Brooke Carroll, Director of Administrative Services
James Ging, Director of Engineering Services
Subject: Parallel Generation Interconnection Standards



Purpose of Establishing Standards

The purpose of the Parallel Generation Interconnection Standards is to establish guidelines for eligible residential and commercial customers to interconnect and operate customer-owned inverter-based solar and wind generation facilities with a rated output of 25 kilowatts AC or less for residential service and 200 kilowatts AC or less for commercial service in parallel with the City of Marion's electric distribution system. We find it is beneficial to have a policy in place prior to customer requests.

- Follow Kansas State Statutes
- Ensure Safety of Utility Crews, Customers, and Contractors
- Control Over Installation and Impacts on the Electric Distribution System of the City

Renewable Parallel Generation Interconnection Standards

- Overview of Packet
- Interconnection Application
- Interconnection Agreement
- Certificate of Completion
- Approval to Energize Generating Facility
- Renewable Energy Parallel Generation Application for Service (Optional)

Ordinance Adopting Standards

An ordinance adopting the Interconnection Standards for installation and parallel operation of customer-owned renewable electric generation facilities for residential and commercial has been drafted for review by the City Council if the Interconnection Standards are approved and adopted. It is recommended to have this ordinance reviewed by the city attorney.

Amendment to Electric Rate Ordinance

The Interconnection Standards reference the city electric rate ordinance in Part 1. We recommend, after review by the city attorney, amending Ordinance Number 1380 to include updated Section 15-502 to the current electric rate ordinance:

15-502: Interconnection Standards for Customer-Owned Renewable Electric Generation Facilities and Distributed Generation.

- (a) There is hereby adopted Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities dated April 17, 2023.
- (b) The adopted Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities dated April 17, 2023, may be amended, and modified in whole or in part by the Governing Body of the City of Marion, Kansas, as deemed appropriate by the Governing Body.
- (c) Distributed generation will be offered on first come first served basis to all customers. In no case shall the City be obligated to purchase an amount greater than four percent (4%) of the utility's peak power requirement for the previous year.
- (d) Distributed Generation Customers:

Residential Customers: Any residential customer of the City's electric utility that installs an energy producing system or renewable generator with a capacity of 25 kilowatts or less must first successfully complete and have approved the City of Marion's "Interconnection Standards for Installation and Distribution Operation of Customers-Owned Renewable Electric Generation Facilities."

Commercial Customers: Any commercial customer who wish to install an energy producing system or renewable generator with a capacity of 200 kilowatts or less must first successfully complete and have approved the City of Marion's "Interconnection Standards for Installation and Distribution Operations of Customer-Owned Renewable Electric Generation Facilities."

All distribution generation contracts shall comply with the requirements of K.S.A. 66-1,184 et seq., as amended. The cost of any equipment required to be installed for such attachment or metering and installation shall be the sole responsibility of the customer and such equipment shall not cause damage to the City's electric system or equipment or present an undue hazard to City personnel.

- (e) Interconnection Application Fee: Residential and commercial customers are subject to a non-refundable processing fee of \$500.00 and must accompany a completed Interconnection Application.
- (f) Net Monthly Rate:

Base Rate: Determined by customer class described in section 15-501 above.

Energy Rate: Determined by customer class described in section 15-501 above.

Appropriately sized generators (as defined in K.S.A. 66-1,184) owned by customer-generators will at times either generate more electricity than the customer can consume on premises or only meet a portion or none of the customers electricity needs. During periods of time when the generator owned by the customer-generator cannot provide all of the customer's electricity needs, the electricity provided by the electric utility will be billed at the same rate as that

established for similar rate class customers that do not own generation. During periods of time when the generator owned by the customer-generator produces electricity in excess of its own needs, and such excess electricity is supplied back to the electric utility, the electric utility shall compensate the customer for this excess energy at a rate that is 150% of the utility's monthly system average cost of energy per kilowatt hour, per K.S.A. 66-1,184. The City may, at its discretion, either pay the customer for excess energy at aforementioned rate or calculate such payment and deduct from the customer's bill as a credit.

4% Percent Peak Load Requirement

In accordance with Kansas state statute, the utility may limit the number and size of renewable generators to be connected to the utility's system due to the capacity of the distribution line to which such renewable generator would be connected, and in no case shall the utility be obligated to purchase an amount greater than 4% of such utility's peak power requirements.

In 2022 Marion's peak load was 5,416 KW which computes to a 217 KW maximum requirement. The city may allow for an amount greater but is not required by statute.

Billing Calculation Example

Two Meter Readings	
Meter In - To the Customer (kWh's)	1,000
Energy Rate Established by Ordinance	\$ 0.10
Energy Sold to Customer	\$ 100.00
Meter Out - Customer Generated in Excess of Load (kWh's)	750
Energy Credit Established by State Statute (1.5 x System Ave Cost)	\$ 0.06
Energy Credit to Customer	\$ 44.46
Total Bill to Customer	\$ 55.54
Plus Any Established Customer Charge for Rate Class	

TOTAL DEMAND AND ENERGY CHARGE	\$57,971.50	\$0.09384
Fast Due / (Credit)	\$0.00	
Correction for Prior Month Billing	\$0.00	
Distribution Facility Charge	\$2,760.33	
System average cost of energy in \$/kWh	\$0.03952000	
TOTAL BILLING THIS PERIOD	\$60,731.83	

Action Items

1. Consult with city attorney on the documents presented.
2. Review Interconnection Standards and applications.
3. Determine interconnection application fee.
4. Adopt ordinance accepting the Interconnection Standards.
5. Adopt ordinance establishing electric rates and new rates and charges relating to renewable energy generation facilities.

**Interconnection Standards for
Installation and Parallel Operation of
Customer-Owned Renewable
Electric Generation Facilities
25 kW_{AC} or Less for Residential Service and
200 kW_{AC} or Less for Commercial Service**

City of Marion, Kansas

April 2023

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APPENDIX 1

Ordinance Adopting Interconnection Standards for Installation and Parallel Operation of Customer Owned Residential and Customer Owned Commercial/Industrial Renewable Energy Generation Facilities

APPENDIX 2

Ordinance Establishing New Rates and Charges for Customer Owned Residential and Customer Owned Commercial/Industrial Renewable Energy Generation Facilities

PART 1. OVERVIEW

1. PURPOSE:

The purpose of this document is to establish standards for eligible residential and commercial customers ("customer") to interconnect and operate customer-owned inverter-based solar and wind generation facilities with a rated output of 25 kilowatts AC (kW_{AC}) or less for residential service and 200 kilowatts AC (kW_{AC}) or less for commercial service in parallel with the City of Marion ("Utility") Electric Distribution System.

2. DEFINITIONS:

- a. **AC** – Alternating Current.
- b. **Applicable Laws and Regulations** – All duly promulgated applicable federal, state, and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority, including the Ordinances, Regulations, and Utility Rates of the City of Marion.
- c. **City** – The City of Marion, Kansas.
- d. **Customer** – A residential or commercial electric customer interconnected to the electric distribution system for the purpose of receiving retail electric service that also owns and operates an approved generation facility.
- e. **DC** – Direct Current.
- f. **Electric Distribution System** – The utility facilities and equipment used to provide electric service to customers, including the customer.
- g. **Generation Facility** – For purposes of these Interconnection Standards, the customer device for conversion of solar and wind energy to electricity, as identified in the Interconnection Application, that:
 1. Is an **inverter-based energy facility** with a rated capacity and output of 25 kW_{AC} or less for residential service and 200 kW_{AC} or less for commercial service when including any storage capabilities.
 2. Is owned by the customer.
 3. Is located on the customer's premises.
 4. Serves only the customer's premises (serves no other customers).
 5. Is interconnected with and operates in parallel phase and synchronization with the electric distribution system and is in compliance with these Interconnection Standards.

6. Is sized primarily to offset part of the customer's own electrical energy requirements.
7. Contains a utility-approved mechanism(s) that automatically disconnects the generation facility and interrupts the flow of electricity to the electric distribution system in the event that electric service to the customer is interrupted.
8. Meets all the following generating capacity limitations:
 - a. Generator annual energy generation shall not exceed customer's annual energy requirements.
 - b. Customer's generator facility shall not exceed customer's total energy usage in the previous 12-month period or 25 kW_{AC} for residential and 200 kW_{AC} for commercial, whichever is less. Generator size may be calculated in kW_{AC}, at the City's discretion, by taking the total kWh usage from the previous 12-month period, dividing it by 365 then multiplying it by 250 then further dividing it by 1000. Or may be calculated by using the customer's estimated average annual demand and shall be calculated by using said customer's historical annual energy usage in kWh divided by 8,760 hours and further dividing by 35% (.35) and multiplying it by 2.
 - c. Total customer-owned generating capacity shall not exceed four percent (4%) of the previous year utility peak demand. No generation facility shall be interconnected that would cause total customer-owned generation facility capacity to exceed four percent (4%) of the previous year utility peak demand.
- h. **Governmental Authority** – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the customer or any affiliate thereof.
- i. **Harmonic Distortion** – Distortion of the normal AC sine wave typically caused by non-linear loads or inverters.
- j. **Initial Operation Date** – The date on which the generation facility is operating and is in compliance with the requirements of these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or less for Commercial Service as determined by the utility.
- k. **Interconnection** – The physical connection of a generation facility to the utility electric distribution system.

- l. **Interconnection Application** – The customer request to interconnect a new generation facility, or to increase the capacity of, or make a material modification to the operating characteristics of an existing generation facility that is interconnected with the electric distribution system.
- m. **Interconnection Standards** – Interconnection Standards shall mean all provisions, forms and related documents described in the collective parts of these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or less for Residential Service and 200 kW_{AC} or Less for Commercial Service, or successor document.
- n. **Metering Point** – The utility electric meter as shown on the one-line diagram accompanying the customer’s interconnection application.
- o. **Party** – Individually the utility and the customer; collectively the “parties.”
- p. **Prudent Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent utility practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region by the electric utility industry.
- q. **Reasonable Efforts** – With respect to an action required to be attempted or taken by a party under the Interconnection Agreement, efforts that are timely and consistent with prudent utility practice and are otherwise substantially equivalent to those a party would use to protect its own interests.
- r. **Renewable Parallel Generation Residential Service rate schedule and Renewable Parallel Generation Commercial rate schedule for the City of Marion. (See Electric Rate Ordinance No 1500).**
- s. **System Upgrades** – Additions, modifications, improvements, and upgrades to the electric distribution system or customer service connection at or beyond the point of interconnection to facilitate interconnection of the customer generation facility.
- t. **Utility** – City of Marion, Kansas.
- u. **Voltage Flicker** – A variation of voltage sufficient in duration to allow visual observation of a change in electric light source intensity.

3. ELIGIBILITY:

- a. Must be a residential or commercial electric customer with a customer-owned inverter-based renewable energy generation facility as defined herein that is interconnected behind the meter (connected to the customer side of the electric meter) and single-phase service at 60 Hertz at a nominal voltage of 120/240 volts or three-phase 120/208 or 277/480 volts furnished through a single bidirectional electric meter. Specific metering shall be at utility discretion.
- b. Customer-generator's utility account must be in good standing and in compliance with the City's electric rate schedules, electric utility rules and regulations, and these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Residential and Commercial Renewable Energy Generation Facilities.
- c. A generation facility that is not a renewable energy generation facility as defined herein or if such facility has a rated output greater than 25 kW_{AC} for residential customer-generators and 200 kW_{AC} for commercial or industrial customer-generators is subject to separate negotiation with the City and is not eligible to interconnect with the electric distribution system under these Interconnection Standards.
- d. For purposes of these Interconnection Standards, an eligible generation facility must:
 - (1) Be powered by a renewable energy resource as defined in Kansas Statutes Annotated 66-1264 and amendments thereto.
 - (2) Be owned by the customer-generator.
 - (3) Be located on a premise(s) owned by the customer-generator.
 - (4) Serve only the customer-generator's premises (serve no other customers).
 - (5) Be interconnected with and operate in parallel phase and synchronization with the electric distribution system.
 - (6) Comply with these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Residential, Commercial and Industrial Renewable Energy Generation Facilities.
 - (7) Be intended primarily to offset part or all the customer-generator's own electrical energy requirements.
 - (8) Contain a City-approved mechanism(s) that automatically disconnects the generation facility and interrupts the flow of electricity back onto the electric distribution system in the event that electric service to the customer-generator is interrupted.

(9) Meet all the following generator output limitations:

- a. For residential customer-generators, 25 kW_{AC} or less.
- b. For commercial customer-generators, 200 kW_{AC} or less.
- c. Be appropriately sized to the customer-generator's electric load as determined by the City.
- d. Total customer-owned generator rated output in kW_{AC} under the City's parallel generation rate rider shall not exceed four percent (4%) of the previous calendar year City electric system peak demand. No generation facility shall be interconnected that would cause the rated output of all customer-owned generation facilities under the parallel generation rate rider to exceed four percent (4%) of the previous calendar year electric system peak demand.

4. INTERCONNECTION REQUEST:

The customer shall request interconnection of a generation facility by completing and submitting to the utility the attached document entitled "Interconnection Application." The utility may require additional information or clarification to evaluate the customer interconnection Request. Interconnection applications will be reviewed by the utility in the order in which they are received. If an interconnection application is viewed as incomplete, the utility will provide notice to the customer that the application is not complete, provide a description of the information needed to complete the application, and include a statement that processing of the application cannot begin until the application is complete.

5. ELECTRIC DISTRIBUTION SYSTEM IMPACT ANALYSIS:

The purpose of the distribution system impact analysis is to determine if the generation facility will have an adverse impact on the electric distribution system equipment. After receiving a properly completed Interconnection Application, the utility will analyze the potential impact of the proposed generation facility on the electric distribution system and on other utility customers. Such analyses will be based on prudent utility practice to determine thermal effects, voltage ranges, power quality, system stability, etc., and will include the following:

- a. The customer generation facility's proposed interconnection point is on a radial distribution circuit and not a transmission line.
- b. The proposed generation facility complies with IEEE 1547 and UL 1741 or successor standards.
- c. The proposed generation facility's capacity in aggregation with other generation on the circuit shall not exceed 15 percent (15%) of the total circuit peak demand (kW) as most

recently measured at the substation during the previous 12-month period; nor shall it exceed 15 percent (15%) of a distribution circuit line section annual peak demand (kW).

- d. The proposed generation facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 percent (10%) to the distribution circuit's maximum fault current at the point on the primary voltage distribution line nearest the proposed interconnection point.
- e. The proposed generation facility, in aggregation with other generation located on the distribution circuit, may not cause any distribution protective devices and equipment (including substation breakers, fuse cutouts, and line reclosers, or other customer equipment on the electric distribution system to be exposed to fault currents exceeding 85 percent (85%) of the short circuit interrupting capability).
- f. No additional generation facilities shall be interconnected on a circuit that equals or exceeds 85 percent (85%) of its short circuit interrupting capability.
- g. No generation facility shall be interconnected that would cause the total interconnected customer-owned generating facility capacity to exceed four percent (4%) of the previous year utility system peak demand.
- h. When a proposed generation facility is single-phase and is to be interconnected on a center tap neutral on a 240-volt service, its addition shall not create an imbalance between the two sides of the 240-volt service of more than 20 percent of the nameplate rating of the service transformer.
- i. The proposed generation facility installation must be certified to pass an applicable non-islanding test or use reverse power relays or other means to meet IEEE 1547 unintentional islanding requirements.
- j. A review of the type of electrical service provided to the customer, including line configuration, and the transformer connection, will be conducted to limit the potential for creating over voltages on the electric distribution system due to a loss of ground during the operation time of any anti-islanding function.
- k. When the proposed generation facility is to be interconnected on a single-phase shared secondary line, the aggregate generation capacity on the shared secondary line, including the proposed generation facility, shall not exceed ten kilowatts (10 kW_{AC}).

6. SYSTEM UPGRADES:

The utility shall not be obligated to make upgrades or improvements to its electric distribution system to accommodate the customer's generation facility. Where system upgrades are required prior to interconnection of the generation facility as identified in the system impact study, the utility will provide the customer with an estimated schedule and the customer's cost for said system upgrades.

7. INTERCONNECTION AGREEMENT:

After the customer and the utility have identified and mutually agreed on the project scope including the generation facility, system upgrades, and estimated costs (if any), the customer and the utility shall execute the attached document entitled "Interconnection Agreement." The Interconnection Agreement shall be between the utility and the customer and shall not include third parties. Prior to commencement of system upgrades required to allow interconnection of the customer-owned generation facility, customer shall deposit with the utility an amount equal to the estimated cost of said system upgrades. See "Section 4. Interconnection Costs" of the Interconnection Agreement (Part 4) for additional information.

8. CODES AND PERMITS:

- a. The customer shall be responsible for procuring all building, operating, environmental, or other permits for the generation facility and for the necessary ancillary structures to be installed that are required by any governmental authority having jurisdiction.
- b. The generation facility and interconnecting equipment shall meet all requirements in "Part 2. Technical Requirements" of these Interconnection Standards.
- c. The construction and facilities shall meet all applicable building and electrical codes.

9. CERTIFICATE OF COMPLETION:

Upon completion of the generation facility and prior to the initial operation date of said facility, the customer shall complete and submit a signed copy of the attached document entitled "Certificate of Completion."

10. NORMAL OPERATION:

The customer may begin initial operation of the generation facility upon receipt of written approval from the utility.

PART 2. TECHNICAL REQUIREMENTS

1. CHARACTER OF SERVICE:

The electric service shall be 60 cycles per second (60 Hertz) alternating current (AC) at supply voltages and single phase under the residential rate schedule that would apply if the customer did not have an interconnected generation facility.

2. CODE REQUIREMENTS:

The generation facility shall meet all requirements established by the National Electrical Code (NEC), National Electrical Safety Code (NESC), Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and the Occupational Safety and Health Administration. Specific applicable codes are shown in Section 9 of this Part 2 below as Standards for Interconnection, Safety and Operating Reliability.” In addition, manufacturer’s ownership, operation and maintenance manuals or documents and applicable equipment settings shall be provided to the utility with the interconnection application. The utility shall review said manuals or documents as part of the interconnection application review process.

3. GENERATION FACILITY CONTROL:

The control system of the generation facility shall comply with IEEE and UL specifications and standards for parallel operation with the electric distribution system and in particular as follows:

- a. Power output control system shall automatically disconnect from the electric distribution system upon loss of system voltage and shall not reconnect until system voltage has been restored.
- b. Power output control system shall automatically disconnect from the electric distribution system if system voltage fluctuates beyond plus or minus ten percent (10%).
- c. Power output control system shall automatically disconnect from the electric distribution system if the generator fails to operate within the operating frequency range of 59.3 – 60.5 Hz.
- d. Inverter output harmonic distortion shall meet IEEE and UL standards.
- e. The generation facility shall meet applicable IEEE and UL standards concerning impacts to the electric distribution system with regard to harmonic distortion, voltage flicker, power factor, direct current injection, and electromagnetic interference.

4. LIMITS SPECIFIC TO SINGLE-PHASE GENERATION FACILITIES:

When connected to a single-phase transformer, the generation facility must be installed such that the aggregated gross output is balanced between the two phases of the single-phase voltage and the maximum aggregated gross ratings for all the generating facilities shall not exceed the transformer rating.

4.1 LIMITS SPECIFIC TO THREE-PHASE GENERATION FACILITIES:

The applicant must balance the demand load and the generation facility as nearly as practical between the two sides of a three-wire single phase service and between all phases of a three-phase service. The difference in amperes between any two phases at the customer's peak load should not be greater than 10 percent or 50 amperes (at the service delivery voltage), whichever is greater; except that the difference between the load on the lighting phase of a four-wire delta service and the load on the power phase may be more than these limits. It will be the responsibility of the customer to keep the demand load balanced within these limits.

5. SYSTEM PROTECTION:

The owner of the customer owned generator is responsible for providing adequate protection to electric utility facilities for conditions arising from the operation of generation under all utility distribution system operating conditions. The owner is also responsible for providing adequate protection to its facility under any utility distribution system operating condition whether or not its customer owned generator is in operation. Conditions may include but are not limited to:

- a. Loss of a single phase of supply.
- b. Distribution system faults.
- c. Equipment failures.
- d. Abnormal voltage or frequency.
- e. Lightning and switching surges.
- f. Excessive harmonic voltages.
- g. Excessive negative sequence voltages.
- h. Separation from supply.
- i. Synchronizing generation.
- j. Re-synchronizing the owner's generation after electric restoration of the supply.

6. FAULT CURRENT DISCONNECTION:

The generation facility shall be equipped with protective equipment designed to automatically disconnect from the electric distribution system during fault current conditions and remain disconnected until system voltage and frequency have stabilized.

7. RECLOSING COORDINATION:

The generation facility shall be coordinated with electric distribution system reclosing devices by disconnecting from the electric distribution system during de-energized electric distribution system operation. The generation facility shall remain disconnected until customer is notified by utility representatives that it is safe to reconnect the generation facility.

8. EXTERNAL GENERATOR AC DISCONNECT SWITCH AND GENERATOR METER:

The customer shall install an external alternating current (AC) disconnect switch within six (6) feet of the utility electric meter(s) that is visible and readily accessible to utility representatives at all times. This switch shall be clearly labeled as "Generator AC Disconnect Switch." The switch shall be capable of being locked in an open position and shall prevent the generation facility from supplying power to the electric distribution system while in the open position. The customer shall, at no cost to the City, install City approved equipment capable of receiving a City provided electric meter ahead of the above generator disconnect to meter generator output for means of billing, monitoring and system impact studies.

9. STANDARDS FOR INTERCONNECTION, SAFETY AND OPERATING RELIABILITY:

The interconnection of a generation facility and associated equipment to the electric distribution system shall meet the applicable provisions of the following publications or successor standards:

- a. ANSI/IEEE1547-2003, *Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)*.
The following standards shall be used as guidance in applying IEEE 1574:
 1. IEEE Standard 519-1992, *IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems*.
 2. IEC/TR3 61000-3-7, *Assessment of Emission Limits for Fluctuating Loads in MV and HV Power Systems*.
- b. UL 1741, *Standard for Inverters, Converters, and Controllers for Use in Independent Power Systems*.
- c. ANSI/NFPA 70 (2008), *National Electrical Code*.

- d. OSHA (29 CFR § 1910.269).
- e. IEEE Standard 929-2000, *IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems*.
- f. IEEE Standard C37.90.1-1989 (R1994), *IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems*.
- g. IEEE Standard C37.90.2 (1995), *IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers*.
- h. IEEE Standard C37.108-1989 (R2002), *IEEE Guide for the Protection of Network Transformers*.
- i. IEEE Standard C57.12.44-2000, *IEEE Standard Requirements for Secondary Network Protectors*.
- j. IEEE Standard C62.41.2-2002, *IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits*.
- k. IEEE Standard C62.45-1992 (R2002), *IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits*.
- l. IEEE Standard 100-2000, *IEEE Standard Dictionary of Electrical and Electronic Terms*.
- m. ANSI C84.1-1995, *Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)*.
- n. NEMA MG 1-1998, *Motors and Generators, Revision 3*.
- o. IEEE Standard 2030.2, *Guide for the Interoperability of Energy Storage Systems Integrated with the Electric Power Infrastructure (Including use of IEEE 2030.3 testing protocols to establish conformity)*.

10. ACCESS AND INSPECTION BY UTILITY:

Customer shall provide the utility reasonable opportunity to inspect the generation facility prior to its interconnection and initial operation date and to witness initial testing and commissioning of the generation facility. The utility may witness any commissioning tests required by IEEE 1547/UL 1741.

Following initial testing and inspection of the generation facility and upon reasonable advance notice to customer, the utility shall have access at all reasonable times to the generation facility to perform on-site inspections to verify that the installation, maintenance, and operation of the generation facility complies with the requirements of these Interconnection Standards. The utility cost of such inspection(s) shall be at utility expense; however, the utility shall not be responsible for any cost customer may incur as a result of such inspection(s). Upon written request, customer shall inform the utility of the next scheduled maintenance and allow the utility to witness the maintenance program and

any associated testing. The utility shall at all times have immediate access to the external generator AC disconnect switch to isolate the generation facility from the electric distribution system

11. GENERATION FACILITY OPERATION:

- a. Customer shall install, operate, and maintain, at customer's sole cost and expense, the generation facility in accordance with the manufacturer's suggested practices for safe, efficient, and reliable operation of the generation facility in parallel with the electric distribution system. Customer shall bear full responsibility for the installation, maintenance, and safe operation of the generation facility. Upon request from the utility, customer shall supply copies of periodic test reports or inspection logs, which will at a minimum be requested annually.
- b. Customer shall be responsible for protecting, at customer's sole cost and expense, the generation facility from any condition or disturbance on the electric distribution system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.
- c. Customer agrees that, without prior written permission from the utility, no changes shall be made to the configuration of the generation facility as approved by the utility, and no relay or other control or protection settings shall be set, reset, adjusted, or tampered with, except to the extent necessary to verify that the generation facility complies with utility-approved settings.
- d. Customer shall operate the generation facility in such a manner as not to cause undue voltage fluctuations, power quality issues, intermittent load fluctuation characteristics or to otherwise interfere with the operation of the electric distribution system. At all times when the generation facility is operated in parallel with the electric distribution system, customer shall operate said generation facility in such a manner that no disturbance will be produced thereby to the service rendered by the utility to any of its other customers or to any electric system interconnected with the electric distribution system. Customer understands and agrees that the interconnection and operation of the generation facility pursuant to these interconnection standards is secondary to, and shall not reduce the safety, quality, or reliability of electric service provided by the utility.
- e. Customer's control equipment for the generation facility shall immediately, completely, and automatically disconnect and isolate the generation facility from the electric distribution system in the event of a fault on the electric distribution system, a fault on customer's electric system, or loss of a source or sources on the electric distribution system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on the electric distribution

system. Additionally, if the fault is on customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from the customer's electric system.

- f. The City shall be notified before any changes are made to the generation facility that occurs after the final approval of interconnection and has the right to no longer allow interconnection if the changes do not meet the qualifications of these standards.

12. RIGHT TO DISCONNECT GENERATION FACILITY:

The utility shall have the right and authority to disconnect and isolate the generation facility without notice, at utility's sole discretion if the utility believes that any of the following has occurred or is occurring:

- a. Electric service to customer's premises is discontinued for any reason.
- b. Adverse electrical effects (such as power quality problems) on the electric distribution system and/or the electrical equipment of other utility customers attributed to the generation facility as determined by the utility.
- c. Electric distribution system emergencies or maintenance requirements.
- d. Hazardous conditions existing on the electric distribution system as a result of the operation of the generation facility or protective equipment.
- e. Failure of the customer to obtain and maintain required insurance and to provide the utility with proof of insurance within ten (10) days of request.
- f. Utility identification of uninspected or unapproved equipment or modifications to the generation facility after initial approval.
- g. Recurring abnormal operation, substandard operation, or inadequate maintenance of the generation facility.
- h. Noncompliance with the obligations under the Interconnection Agreement. In non-emergency situations, the utility shall give customer notice of noncompliance including a description of the specific noncompliance condition and allow customer a reasonable time to cure the noncompliance prior to disconnecting and isolating the generation facility.
- i. Failure to remit payment to the utility for any amounts owed, including but not limited to, amounts invoiced pursuant to Paragraph 15 of this agreement.
- j. In the event that the utility disconnects the generation facility for routine maintenance, the utility shall make reasonable efforts to reconnect the generation facility as soon as practicable.

- k. The customer retains the option to temporarily disconnect its generation facility from the electric distribution system at any time. Such temporary disconnection shall not constitute termination of the Interconnection Agreement unless the customer exercises its termination rights under Section 16 of Part 2.

13. RATES AND OTHER CHARGES:

- a. Customer must participate in the Renewable Parallel Generation - Residential Service rate schedule or Renewable Generation - Commercial Service rate schedule as a condition of interconnecting a Customer-Owned Generating Facility (**See Electric Rate Ordinance No 1500**).
- b. Customer must complete and submit to the utility the Renewable Energy Parallel Generation Application for Service in Part 7. The utility shall not approve a Customer-Owned Generation Facility Interconnection Application that does not include a completed Renewable Energy Parallel Generation Application for Service.
- c. Terms and conditions of service are contained in the Renewable Parallel Generation – Residential Service rate schedule, Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or Less for Commercial Service.
- d. Customer must participate in the electric utility’s Renewable Parallel Generation – Residential Service rate schedule or Renewable Parallel Generation – Commercial Service Rate Schedule if the customer wishes to receive credit for any excess energy generated by the customer and delivered to the utility.

14. INSURANCE:

Customer shall at its own expense obtain and continuously maintain bodily injury, property damage liability, and general liability insurance, without any exclusion for liabilities related to the interconnection undertaken pursuant to the Interconnection Agreement. The amount of such insurance shall be a minimum of \$100,000 to insure against all reasonably foreseeable liabilities and risks related to the generation facility, the ownership, and operation of such generation facility, and the interconnection itself. Such insurance must be obtained from an insurance provider authorized to do business in the State of Kansas. Customer shall provide proof of insurance to the utility not later than ten (10) days prior to the commercial operation date of the generation facility. Utility shall not interconnect the generation facility absent submission by the customer of proof of insurance in accordance with these Interconnection Standards. Thereafter customer shall provide proof of insurance to the utility within ten (10) days of such request by the utility. Utility receipt of proof of insurance does not imply an endorsement of the terms and conditions of said coverage. Customer shall promptly notify the utility whenever an accident or incident occurs resulting

in injuries or damages that are included within the scope of coverage of such insurance, regardless if the customer intends to submit a claim under such policy. The customer shall present proof of insurance every year within 30 days after the anniversary of the customer's receipt of approval and authorization to energize the generation facility in order to recertify the facility's generation and interconnection for the following year.

15. LIMITATION OF LIABILITY AND INDEMNIFICATION:

a. Limitation of Liability

Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees and court fees, relating to or arising from any act or omission in its performance of the Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the utility or the City of Marion be liable for any indirect, special, consequential, or punitive damages.

b. Indemnity

Customer assumes all liability for, and shall indemnify, defend and hold the utility and the City of Marion harmless from, any and all claims, losses, costs, and expenses of any kind or character, direct or indirect, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, labor costs, and all other obligations by or to third parties arising out of or resulting from the design, construction, operation or maintenance of the generation facility, or the customer's actions or omissions in breach of its obligations under the Interconnection Agreement. Such indemnity shall include, but is not limited to, financial responsibility for: (a) utility monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third party; (c) damages related to the death or injury of a third party; (d) damages to utility property; (e) damages to the property of a third party; (f) damages for the disruption of the business of a third party. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing. If the utility or the City of Marion incurs any costs as to which the indemnity provided in this section b. applies, the utility or City of Marion shall invoice the customer for such costs in writing. Customer shall remit payment to the utility or the City of Marion, as appropriate, within 45 calendar days of the date of such invoice.

16. EFFECTIVE TERM AND TERMINATION RIGHTS:

The Interconnection Agreement shall become effective when executed by both parties and shall continue in effect until terminated in accordance with the provisions of this section. The Interconnection Agreement may be terminated for the following reasons:

- a. Electric service to customer's premises is discontinued for any reason. If electric service is disconnected for any reason or a change occurs in the account holder, a new Interconnection Application must be submitted to the electric utility for consideration.
- b. Customer may terminate the Interconnection Agreement at any time by giving the utility at least sixty (60) days prior written notice stating customer's intent to terminate the agreement at the expiration of such notice period.
- c. The utility may terminate the Interconnection Agreement at any time following customer's failure to generate energy from the generation facility in parallel with the electric distribution system by the later of two (2) years from the date of execution of the Interconnection Agreement or during any twelve (12) month period following completion of the interconnection provided for by the agreement.
- d. The utility may terminate the Interconnection Agreement at any time by giving customer at least sixty (60) days prior written notice in the event the customer generates and delivers to the utility more energy than customer consumes within a calendar year for two consecutive years or more.
- e. Either party may terminate the Interconnection Agreement at any time by giving the other party at least sixty (60) days prior written notice that the other party is in default of any of the material terms and conditions of the Interconnection Agreement or these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or less for Commercial Service, so long as the notice specifies the basis for termination and there is reasonable opportunity for the party in default to cure the default; or
- f. The utility may terminate the Interconnection Agreement at any time by giving customer at least sixty (60) days prior written notice in the event that there is a change in an applicable rule or statute affecting the agreement.

Upon termination of the Interconnection Agreement, customer's generation facility shall be permanently disconnected from the electric distribution system.

Termination of the Interconnection Agreement shall not relieve either party of its liabilities and obligations, owed or continuing at the time of said termination.

17. TERMINATION OF ANY APPLICABLE PRIOR AGREEMENT:

From and after the date when service commences under the Interconnection Agreement, the agreement shall supersede any oral and/or written agreement or understanding between the utility and customer concerning the interconnection service covered by the agreement. Any such prior agreement or understanding shall be deemed to be terminated as of the date interconnection service commences under the Interconnection Agreement.

18. FORCE MAJEURE:

For purposes of the Interconnection Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Kansas, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine. A Force Majeure event does not include an act of negligence or intentional wrongdoing.

If either party is rendered wholly or partially unable to perform its obligations under the Interconnection Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under the Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout, or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

PART 3. INTERCONNECTION APPLICATION

Application No. _____

City of Marion

Customer-Owned Renewable Electric Generation Facility 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or Less for Commercial Service

This application for Interconnection of a Customer-Owned Renewable Electric Generation Facility 25 kW_{AC} or less for Residential Service and 200 kW_{AC} or less for Commercial Service is considered complete when it provides all applicable and correct information required below. The City of Marion electric utility may require additional information or clarification to evaluate the Interconnection Application. Processing of this application cannot begin until all information is complete.

Processing Fee

A non-refundable processing fee of \$500 must accompany this application. [Fee is discretion of the City]

Customer

Name: _____ Utility Account Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Is the generation facility owned by the customer listed above? Yes No

Contact (if different from customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Generation Facility Information

Location (if different from above): _____

Inverter Manufacturer: _____

Model: _____

Nameplate Rating: (kW_{AC}) _____ (kVA_{AC}) _____

System Design Capacity: (kW_{AC}) _____ (kVA_{AC}) _____

Energy Source: Solar Wind Battery/Storage

Is the generation facility equipment IEEE 1547/UL 1741 certified? Yes No

[Note: Requires a Yes for an application to be considered complete.]

If yes, attach manufacturer's documentation and technical specification sheet showing IEEE 1547/UL 1741 certification.

Have all necessary government permits, and approvals been obtained for the project prior to this application?

Yes No [Note: Requires a yes for an application to be considered complete.]

Is utility accessible external generator AC disconnect switch provided? (Required) Yes No

Location of accessible external generator AC disconnect Switch: _____
(e.g., Two feet west of utility electric meter)

Estimated generation facility installation date: _____

Estimated generation facility initial operation date: _____

List components of the generation facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Equipment Installation Contractor: Indicate installation by owner if applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Electrical Contractor: (If Applicable) Indicate if not applicable

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Consulting Engineer: (If Applicable) **Indicate if not applicable**

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Provide a one-line diagram of the generation facility. The one-line diagram is a basic drawing of an electric circuit in which one or more conductors are represented by a single line and each electrical device and major component of the installation, from the generator to the point of interconnection, are noted by symbols. See attached example.

Provide a site layout of the generation facility and nearby features. The site layout is a basic drawing showing the location of the generation facility, electric utility electric meter, AC and DC disconnect switches, existing electrical panels, disconnects, utility transformers, conduit/conductor runs, and lockout locations.

Copies of manufacturer's specification sheets for all generation facility equipment, inverters, and other proposed generation facility equipment must be submitted with this application.

Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Interconnection Application is true. I agree to abide by the terms and conditions of the City of Marion (utility) Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or less for Commercial Service and will return the Certificate of Completion to the utility when the generation facility has been installed and prior to commencing operation of said generation facility.

Signature: _____ Date: _____

----- **City of Marion Utility Use** -----

Contingent Approval to Interconnect the Generation Facility

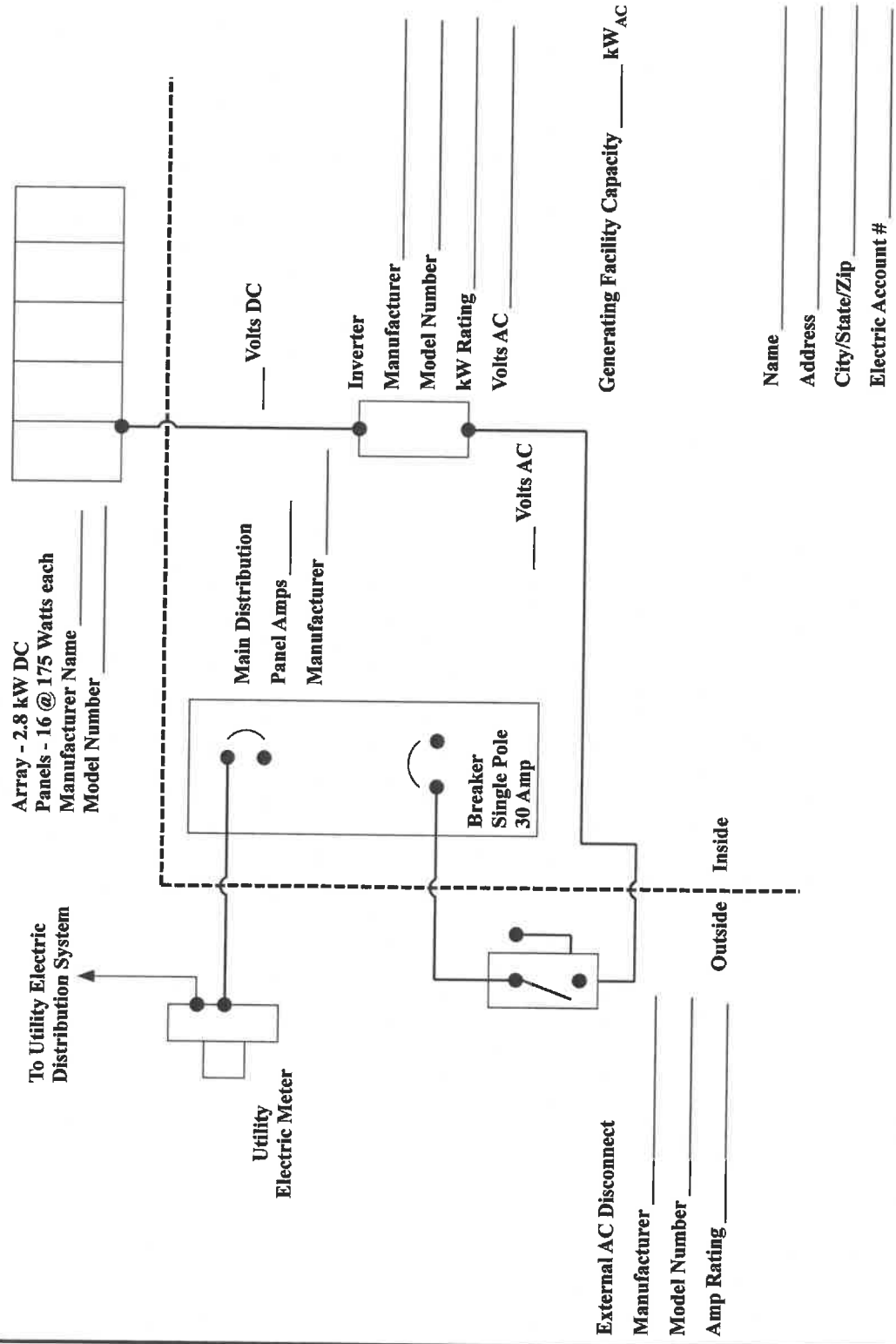
Interconnection of the generation facility is approved contingent upon customer compliance with all terms and conditions of the electric utility's Interconnection Standards and upon return of the Certificate of Completion prior to commencement of commercial operation of said generation facility.

Signature: _____ Title: _____

Date: _____ Application Number: _____

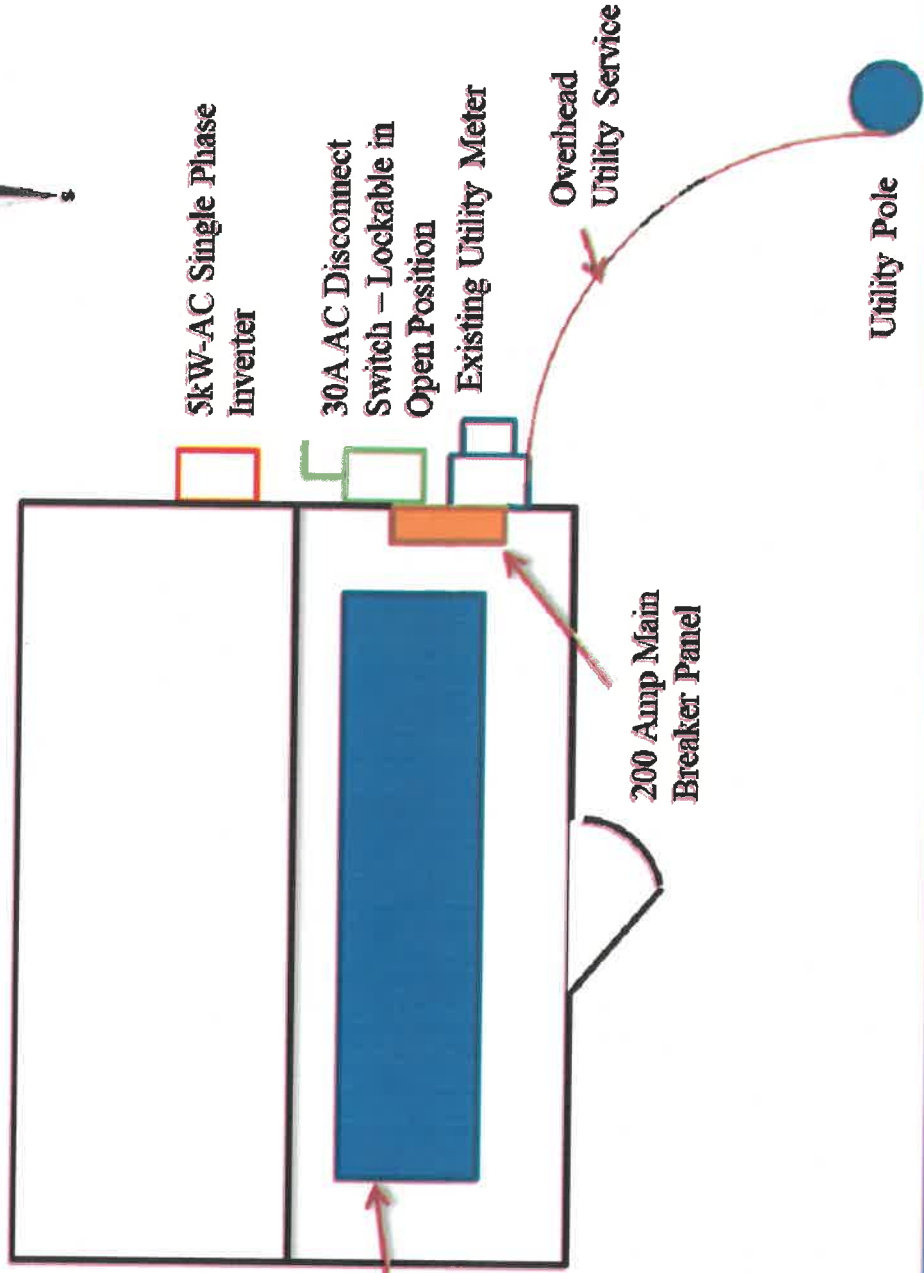
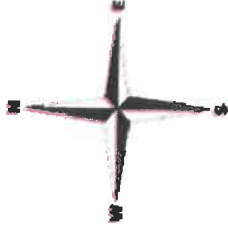
Electric utility waives inspection/witness test? Yes No Initial _____

One Line Diagram Example



Sample Site Layout

John Doe
111 E. Main St.
City, State Zip Code



E. Main St.

PART 4. INTERCONNECTION AGREEMENT

Application No. _____

**City of Marion, Kansas
Customer-Owned Renewable Electric Generation Facility 25 kW_{AC} or Less for
Residential Service and 200 kW_{AC} or Less for Commercial Service**

This Agreement, (“agreement”) is entered into by and between the City of Marion, Kansas (“utility”) and _____, (“customer”). The customer electric account subject to this agreement is account number _____. Customer and utility are referenced in this agreement collectively as “parties” and individually as “party.”

Recitals

WHEREAS, the utility owns and operates an electric distribution system serving the City of Marion, Kansas, and surrounding area;

WHEREAS, customer owns or desires to install, own and operate a utility-approved renewable, electric generation facility with a rated output of 25 kW_{AC} or less for Residential Service and 200 kW_{AC} or less for Commercial Service, interconnected with and operating in parallel with the utility electric distribution system;

Agreement

NOW, THEREFORE, in consideration of the covenants and promises herein, the parties mutually agree as follows:

1. SCOPE OF AGREEMENT:

This agreement governs the terms and conditions under which the generation facility will interconnect with and operate in parallel with the electric distribution system.

2. DEFINITIONS:

The definitions used in this Interconnection Agreement are those found in Part 1, Section 2 of the utility Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or Less for Commercial Service.

3. **PARALLEL OPERATION:**

Customer shall not interconnect or commence parallel operation of the generation facility until written approval to energize the generation facility under Part 6 of these Interconnection Standards has been provided by the utility. The utility shall have the right to have representatives present during initial testing of the generation facility and its protective apparatus.

4. **INTERCONNECTION COSTS:**

The utility has estimated the costs, including overheads, for necessary system upgrades to its electric distribution system and customer service connection, if any, and has provided a detailed itemization of such costs in the attached description of estimated system upgrade costs. Prior to commencement of system upgrades that are required to allow interconnection of the customer-owned generation facility, customer shall deposit with the utility an amount equal to the estimated cost of said System Upgrades. If the actual costs of said system upgrades are less than the amount deposited by the customer, the utility shall refund the difference to the customer within 60 days of completing said system upgrades. If the actual costs of said system upgrades exceed the amount deposited by the customer, the utility shall bill the customer for the difference. Customer agrees to pay the invoiced amount within 30 days of the invoice date. The utility will supply, own, and maintain all necessary meters and associated equipment utilized for billing. In addition, and for the purposes of monitoring customer generation and load, the utility may install at its expense, load research metering. The customer shall supply, at no expense to the utility, a suitable location for meters and associated equipment used for billing and for load research. All costs related to installation of said meter or meters shall be borne by the customer.

5. **INTERRUPTION OR REDUCTION OF DELIVERIES:**

The utility may require the customer to interrupt or reduce energy deliveries when the utility determines, in its sole discretion, that curtailment, interruption, or reduction is necessary because of maintenance, safety, emergency, Force Majeure, or compliance with prudent utility practice. No compensation or credit will be provided to the customer by the utility for such interruptions or reductions in energy deliveries.

6. **ADVERSE OPERATING EFFECTS:**

The interconnection of the generation facility shall not reduce the reliability and quality of utility electric distribution system service. This includes but is not limited to power quality issues such as harmonic distortion, voltage flicker, and frequency deviations. The utility shall notify the customer as soon as practicable if, based on prudent utility practice, operation of the generation facility causes disruption in or deterioration of service to other utility electric customers or if operating the generation facility could damage the electric distribution system. If, after notice, the customer fails to timely remedy the adverse operating effect, the utility may disconnect the generation facility with no further notice.

7. **COMPLIANCE WITH INTERCONNECTION STANDARDS REQUIREMENTS:**
 Customer has read the utility Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or Less for Commercial Service, as adopted by the utility, and agrees to comply with all requirements included therein, including, but not limited to, all insurance and indemnity provisions identified in paragraphs 14 and 15 therein.

8. **ACCESS TO PREMISES:**
 The utility shall have access to the customer premises or property and to the external AC generator disconnect switch as permitted in its policies, rules and regulations and Interconnection Standards.

9. **GOVERNING LAW:**
 This agreement shall be interpreted and governed under the laws of the State of Kansas, the Ordinances of the City of Marion, and **[Utility Electric Rates and Regulations]**.

10. **DOCUMENTS:**
 This agreement incorporates all other provisions and related documents of these Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or Less for Commercial Service as the same may be amended from time to time.

11. **NOTICES:**
 All written notices shall be directed as follows:

Customer:	City of Marion:
Name: _____	Name: _____
Address: _____	Title: _____
City/State/Zip: _____	City/State/Zip: _____

12. **TERM OF AGREEMENT:**
 This agreement shall be in effect when executed by the customer and the City of Marion and shall remain in effect thereafter month to month unless terminated in accordance with the provisions of Section 16 of "Part 2 Technical Requirements".

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this agreement to be executed by their duly authorized representatives. This agreement is effective as of the last date set forth below.

Customer:

City of Marion:

Signature

Signature

Print Name

Print Name and Title

Date

Date

PART 5. CERTIFICATE OF COMPLETION

Application No. _____

**City of Marion
Customer-Owned Renewable Electric Generation Facility**

Is the generation facility installed, tested and ready for operation? Yes _____ No _____

Customer: _____ Utility Account Number: _____

Address: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Location of the generation facility (if different from above): _____

Has the generation facility been installed in accordance with all applicable building codes, permits and ordinances (if applicable)? Yes _____ No _____

Electrician/Service Company:

Name: _____

Address: _____ City/State/Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License number: _____

Date electric Utility approved Interconnection Application: _____

Application Number: _____

Inspection:

The generation facility has been installed and inspected in compliance with all applicable electrical codes.

A copy of the signed electrical inspection form is attached. Yes No *(If inspection form is not attached)*

Signature of Inspector:

Date:

Printed name of Inspector

Insurance:

The generation facility is covered with an insurance policy as described in the technical requirements, 14 and 15.

A copy of proof of insurance is attached. Yes No

PART 6. APPROVAL TO ENERGIZE GENERATION FACILITY

Application No. _____

**City of Marion
Customer-Owned Renewable Electric Generation Facility**

The City of Marion, having entered into an Interconnection Agreement for the Generation Facility described in the Application noted by number above and having received a Certificate of Completion with proper documentation of the electrical inspection hereby authorizes the generation facility to be energized:

Electric Utility Signature: _____

Title: _____ Date: _____

PART 7. RENEWABLE ENERGY PARALLEL GENERATION APPLICATION FOR SERVICE

Application No. _____

City of Marion

Customer Name: _____

Service Address: _____

City: _____ State: _____ Zip: _____

Utility Account Number: _____

Contact Person: _____

Telephone Number: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

This application is for electric service under the City of Marion ("utility") Renewable Parallel Generation – Residential Service rate schedule or Renewable Parallel Generation – Commercial Service for the above customer ("customer"). The customer generation facility is a renewable energy generation facility as defined in utility Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or Less for Commercial Service.

The generation facility qualifies for the Renewable Parallel Generation – Residential Service rate or Parallel Generation – Commercial Service rate schedule as it meets the definitions and requirements of said Interconnection Standards. Total rated output of the generation facility under the Renewable Parallel Generation – Residential Service rate schedule, is _____ kW_{AC}. Customer acknowledges that he/she has read the rate schedule and agrees to all terms and conditions contained therein, including without limitation those specified in the Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities 25 kW_{AC} or Less for Residential Service and 200 kW_{AC} or Less for Commercial Service. Specifically, the customer understands and agrees that an electric meter or meters capable of registering the flow of electricity in each direction must be in service at the facility. In addition, and for the purposes of monitoring customer generation and load, the utility may install at its expense, load research metering. The customer shall supply, at no expense to the utility, a suitable location for meters and associated equipment used for billing and for load research. All costs related to installation of said meter or meters shall be borne by the customer. Customer acknowledges and agrees that operation of said generation facility is intended primarily to offset part of customer's electricity requirements, and that the generation facility is not sized to exceed the annual electric energy requirements of the customer's premises. Customer

further acknowledges and agrees that the utility shall not provide credit for surplus energy generated by the generation facility under the Renewable Parallel Generation – Residential Service rate schedule or Renewable Parallel Generation – Commercial Service rate schedule that exceeds the customer’s annual energy consumption starting January 1 and ending December 31.

Requested By:

Customer Name

Authorized Signature

Date

Approved By:

Name

Utility Signature

Date

Rejected:

Name

Utility Signature

Reason for Rejection

Date

Ordinance No. 1499

AN ORDINANCE ADOPTING INTERCONNECTION STANDARDS FOR INSTALLATION AND PARALLEL OPERATION OF CUSTOMER-OWNED RENEWABLE ELECTRIC GENERATION FACILITIES FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CUSTOMERS.

WITNESSETH:

WHEREAS, said Ordinance approved standards and procedures necessary for the health, safety, and welfare of the citizens and city employees for the interconnection of such capacity with the City's electrical system, and

WHEREAS, the governing body finds that new standards and procedures should be adopted;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MARION, KANSAS, AS FOLLOWS:

SECTION 1: There is hereby adopted Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities Dated April 17, 2023.

SECTION 2: The adopted Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities Dated April 17, 2023 may be amended and modified in whole or in part by the Governing Body of the City of Marion, Kansas, as deemed appropriate by the Governing Body.

SECTION 3: This Ordinance repeals any other preceding Ordinances.

SECTION 4: This Ordinance shall be effective after it is published in the official city newspaper.

PASSED and APPROVED by the Governing Body of the City of Marion, Kansas, on the _____ day
of _____, _____.

David Mayfield, Mayor

ATTEST:

Janet Robinson, City Clerk

Ordinance No. 1500

AN AMENDMENT TO ORDINANCE NO.1380 SECTION 15-502 TO INCLUDE NEW RATES, CHARGES, AND REQUIREMENTS FOR CUSTOMER OWNED RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL RENEWABLE ENERGY GENERATION FACILITIES

WITNESSETH:

WHEREAS, said Ordinance approved to included updated rates, charges, and requirements for customer owned residential, commercial, and industrial renewable energy generation, and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MARION, KANSAS, AS FOLLOWS:

SECTION: 15-502: Interconnection Standards for Customer-Owned Renewable Electric Generation Facilities and Distributed Generation.

- (a) There is hereby adopted Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities dated April 17, 2023.
- (b) The adopted Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities dated April 17, 2023, may be amended, and modified in whole or in part by the Governing Body of the City of Marion, Kansas, as deemed appropriate by the Governing Body.
- (c) Distributed generation will be offered on first come first served basis to all customers. In no case shall the City be obligated to purchase an amount greater than four percent (4%) of the utility's peak power requirement for the previous year.
- (d) Distributed Generation Customers:

Residential Customers: Any residential customer of the City's electric utility that installs an energy producing system or renewable generator with a capacity of 25 kilowatts or less must first successfully complete and have approved the City of Marion's "Interconnection Standards for Installation and Distribution Operation of Customers-Owned Renewable Electric Generation Facilities."

Commercial Customers: Any commercial customer who wish to install an energy producing system or renewable generator with a capacity of 200 kilowatts or less must first successfully complete and have approved the City of Marion's "Interconnection Standards for Installation and Distribution Operations of Customer-Owned Renewable Electric Generation Facilities."

All distribution generation contracts shall comply with the requirements of K.S.A. 66-1,184 et seq., as amended. The cost of any equipment required to be installed for such attachment or metering and installation shall be the sole responsibility of the customer and such equipment shall not cause damage to the City's electric system or equipment or present an undue hazard to City personnel.

(e) Interconnection Application Fee: Residential and commercial customers are subject to a non-refundable processing fee of \$500.00 and must accompany a completed Interconnection Application.

(f) Net Monthly Rate:

Base Rate: Determined by customer class described in section 15-501 above.

Energy Rate: Determined by customer class described in section 15-501 above.

Appropriately sized generators (as defined in K.S.A. 66-1,184) owned by customer-generators will at times either generate more electricity than the customer can consume on premises or only meet a portion or none of the customers electricity needs. During periods of time when the generator owned by the customer-generator cannot provide all of the customer's electricity needs, the electricity provided by the electric utility will be billed at the same rate as that established for similar rate class customers that do not own generation. During periods of time when the generator owned by the customer-generator produces electricity in excess of its own needs, and such excess electricity is supplied back to the electric utility, the electric utility shall compensate the customer for this excess energy at a rate that is 150% of the utility's monthly system average cost of energy per kilowatt hour, per K.S.A. 66-1,184.

The City may, at its discretion, either pay the customer for excess energy at aforementioned rate or calculate such payment and deduct from the customer's bill as a credit.

PASSED and **APPROVED** by the Governing Body of the City of Marion, Kansas, on the _____ day
of _____.

David Mayfield, Mayor

ATTEST:

Janet Robinson, City Clerk

ARTICLE 5. ELECTRICITY

15-501. Electric rates.

The rates of electricity furnished by the City of Marion, Kansas, to persons or corporations purchasing electricity from the City of Marion, Kansas, are hereby affixed according to the following classification of service and schedule:

(a) BASE RATE

- (1) The residential base rate shall be \$12.00 for zero consumption and \$0.1298 per K.W.H. used thereafter.
- (2) The commercial base rate shall be \$14.00 for zero consumption and \$0.1298 per K.W.H. used thereafter.

(b) FUEL ADJUSTMENT

In addition to the Base Charge Rate provided for, there shall be charged an additional fuel adjustment charge which shall be the fuel adjustment cost per K.W.H. actually paid by the City to the City for the preceding month to any other electrical producers or incurred by the City of fuel costs, which shall be prorated on the basis of K.W.H. used by purchasers.

The fuel cost adjustment billing methodology shall be used to include actual surcharge expenses assessed for February 2021 Weather Crisis event and subsequent recovery costs assessed by our wholesale electric provider. The surcharge collection shall end when the surcharge assessment from the wholesale electric provider has satisfied the requirements of the repayment plan authorized by the Board of the Kansas Power Pool on March 18, 2021.

(Ord. 1352; Ord. 1376; Code 2014; Ord. 1383; Ord. 1431; Ord. 1472)

15-502. Net metering policy and procedures for customer-owned renewable energy resources.

(a) There is hereby adopted the Net Metering Policy and Procedures for Customer-Owned Renewable Energy Resources, a copy of which is filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

(b) Net Metering Customer Generators must meet all the applicable requirements of the City's Interconnection Standards for Parallel Installation and Operation of Customer-Owned Electric Generating Facilities in addition to the requirements of the Net Metering Policy and Procedures for Customer-Owned Renewable Energy Resources.

(Ord. 1380)

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS CITY ADMINISTRATOR EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2023, by and between the CITY OF MARION, KANSAS, hereinafter called the "City," and Brogan Jones, hereinafter called "Administrator."

WITNESSETH:

WHEREAS, the City desires to employ the services of Administrator as City Administrator of the City of Marion, Kansas; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of Administrator; and

WHEREAS, Administrator desires to continue employment as City Administrator of the City of Marion, Kansas.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the Parties agree as follows:

1.0 Employment and Duties.

- 1.1 City hereby agrees to employ Administrator, and Administrator hereby accepts employment, as City Administrator of the City of Marion, Kansas to perform the functions and duties specified in the Code of the City of Marion, Kansas and to perform such other legal and proper duties and functions as the City Council shall assign.
- 1.2 The Parties agree that to the extent this Agreement is in conflict with the provisions of the Marion City Code or Personnel Policies & Guidelines, this Agreement shall prevail.
- 1.3 The City Administrator shall have the authority and responsibility to carry out the duties of the position as generally described in the City of Marion Code and referenced in attached job description previously approved by the Governing Body. The City Administrator shall keep the Mayor informed of proposed changes to organizational operations.

2.0 Employment Agreement, Term, Probationary Term.

- 2.1 The term of this Agreement shall commence as of the 1st day of May, 2023, and shall continue for an initial period of twenty-four (24) months. The Administrator shall hold office at the pleasure of a majority of the City Council, until this Agreement is terminated as provided herein or by mutual agreement of the Parties.
- 2.2 The Administrator shall have an initial six (6) month probationary term including with the Term of this Agreement. The City may, at its sole discretion, terminate this Agreement for any reason during the probationary term. After the probationary term this Agreement may be terminated pursuant to Section 3.0.
- 2.3 Six (6) months prior to the end of each term of this Agreement, the parties shall negotiate in good faith a possible extension or termination.

3.0 Termination. This Agreement may be terminated at any time:

- 3.1 **By Mutual Agreement.** By the mutual written agreement of the City and Administrator.
- 3.2 **By Administrator without cause.** By Administrator, without cause, by giving sixty (60) days written notice to City. In such event, Administrator, if requested by City, will continue to render services and will be paid regular compensation up to the date of termination.
- 3.3 **By Administrator with cause.** By Administrator in the event the City breaches a material term of this Agreement, and such breach is not cured within thirty (30) days written notice by Administrator to City of such breach.
- 3.4 **By City, without cause.** By the City, without cause, at any time by giving sixty (60) days written notice to Administrator. In that event, Administrator, if requested by City, will continue to render Administrator's services, and will be paid Administrator's regular compensation up to the date of termination.
- 3.5 **By City, with cause.** By City immediately upon written notice to Administrator in the event Administrator materially breaches this Agreement which will include, but is not limited to, the following:
 - 3.5.1 Failure to devote sufficient time and effort to performance of Administrator's duties and responsibilities under this Agreement, allowing for periods of absence occasioned by temporary illness, vacation, reasonable or leave of absence approved in advance by the City;
 - 3.5.2 City's determination (in its sole discretion) of behavior to be disruptive to the functioning of City, or deemed by City to be physically or verbally abusive, demeaning or harassing to any customer, City staff, member of the public, or any person on City premises, or which may create a hostile work environment within the City;
 - 3.5.3 Misrepresentation or provision of false or inaccurate information in providing information to the City Council or other department head, or City appointee;
 - 3.5.4 Conviction of or pleading no contest to a criminal offense or diversion of criminal charges involving moral turpitude or immoral conduct;
 - 3.5.5 Failure of Administrator to comply with the residency requirement;
 - 3.5.6 Administrator's employment may be terminated sixty days after Administrator becomes totally and permanently disabled. As used herein, "totally and permanently disabled" shall be defined as:
 - 3.5.6.1 if Administrator is receiving total permanent disability payments pursuant to any disability program under which he is covered, whether owned by the City or otherwise; or in the absence of such disability program, if:
 - 3.5.6.2 Administrator's attending physician certifies that Administrator is unable to perform his duties as set forth herein for the City and that such

condition is total and permanent; or

3.5.6.3 in the event that Administrator does not timely consult such attending physician and the City reasonably believes Administrator to be so disabled, the City may obtain such examination from a properly qualified physician who shall conduct such examinations as are appropriate to determine whether or not Administrator is so totally and permanently disabled.

3.5.7 Neglect of duty or violation of the City Code, City Guidelines or any other written Rules, Regulations, or Policies of City which neglect of duty or violation is not corrected by Administrator within ten (10) days after written notice describing the neglect or violation is given to Administrator by City; or

3.5.8 Conduct by Administrator which demonstrates Administrator's refusal or inability to work with and/or relate to customers, other staff members, members of the public or City administration in a cooperative, professional manner that is essential for maintaining an environment appropriate to quality and efficient municipal administration, if such conduct is not corrected by Administrator within ten (10) days after written notice describing such conduct is given to Administrator by City.

4.0 Severance.

4.1 Acceptance of severance pay and benefits as described in paragraph by Administrator shall constitute a "Release in Full" by Administrator of any and all claims Administrator may have against the City Council of the City of Marion, the individual members of the City Council of the City of Marion, Kansas acting in their official capacity, and the City of Marion, as a result of the termination of employment.

4.2 Severance may be paid by the City to the Administrator for a termination without cause upon both parties agreeing in writing to the same.

4.3 Severance shall only be payable for a term of ninety (90) days following termination.

5.0 Salary.

5.1 City agrees to pay Administrator for his services rendered pursuant hereto an annual base salary of SIXTY-THOUSAND DOLLARS (\$60,000.00), payable in installments at the same time as other employees of the City are paid. Administrator shall be required to submit a Bi-weekly Salaried Timesheet to the City Clerk as required of all other City employees.

5.2 After the six (6) month probationary period ends, and with proof of completion and awarding of the Master of Public Administration from Wichita State University in May 2023, the Administrator shall qualify for an additional FIVE THOUSAND DOLLARS (\$5,000.00) increase in annual base salary.

5.3 The City agrees to consider increases to Administrator's annual base salary and/or other benefits in such amounts and to such extent as the City Council, in its sole discretion, may determine to be desirable on the basis of a salary review of Administrator. Such review shall occur contemporaneously with Administrator's performance review. Administrator will be guaranteed

any market-adjusted salary increases given to other City employees. Any part of the foregoing notwithstanding, Administrator's performance review shall occur in January of each year, and it and each subsequent such review shall include a salary review and pay adjustment shall occur in April of each calendar year thereafter in conjunction with the salary administration process of all other City employees.

6.0 Benefits.

6.1 Except as provided or specifically addressed in this Agreement, Administrator shall receive the benefits granted all regular, full-time employees, subject to any limitations or restrictions thereon applicable to all regular, full-time employees, including health, dental, long term disability and life insurance; retirement; sick leave; annual vacation and holiday leave; and other group benefit programs extended to employees for their voluntary participation.

6.2 Retirement. Immediately upon Employment, Administrator shall be eligible to enroll in the City's KPERS program.

6.3 Vacation. Administrator shall be entitled to paid vacation each year, which shall accrue in accordance with the City's Personnel Policy. Immediately upon employment, Administrator shall be vested with eighty (80) hours of vacation. Such vacation time shall be effectively coordinated with the City Council and City Departments to ensure effective management of the City during the Administrator's vacation. Pursuant to City Personnel and Policy Manual provisions, the Administrator shall obtain approval from the Mayor prior to taking vacation time.

6.4 Sick Leave. Immediately upon employment, Administrator shall be vested with twenty (20) days of sick leave, which shall accrue in accordance with the City's Personnel Policy.

6.5 City shall pay the cost of the administrator's personal health insurance and dental insurance and additionally pay 25% of the administrator's family health and dental insurance participation in the plans available to all other employees of the City.

6.6 Cell Phone. The City shall provide Administrator with a cell phone for municipal use.

6.7 Moving Expenses. The City shall provide reimbursement for moving expenses within thirty (30) days after submission of receipts to the City in an amount not to exceed TWO THOUSAND DOLLARS (\$2,000.00).

7.0 Automobile Provision. City shall provide Administrator with a vehicle to be utilized by the Administrator during his employment with the City. Said vehicle may be used at any time within the city limits of Marion, Kansas and outside of the city limits when being utilized on City business. Administrator shall be authorized to use the vehicle to commute to and from his residence.

8.0 Professional Development.

8.1 As limited by the budget and in the sole discretion of the City Council from time to time, the City agrees to pay registration, reasonable travel and subsistence expenses for Administrator for professional official travel, meetings and occasions adequate to continue Administrator's professional development and to attend necessary official and other functions for the City, including, without limitation, the annual conference and annual membership dues of the International City Management Association, the Kansas Municipal League, the Kansas City and

County Managers Association, and other national, regional, state and local government groups and committees of which Administrator or the City is member.

8.2 As limited by the budget and in the sole discretion of the City Council from time to time, the City agrees to pay for Administrator's reasonable tuition, travel and subsistence for short courses, institutes and seminars that are necessary for Administrator's professional development and which are in the best interests of the City.

8.3 As limited by the budget and in the sole discretion of the City Council from time to time, the City agrees to pay Administrator's reasonable professional dues and subscriptions that are necessary for his continuation and full participation in national, regional, state and local associations and organizations and that are necessary and desirable for his continued professional participation, growth and advancement and which are in the best interests of the City.

8.4 All professional development investments for the Administrator shall be in compliance with section C-6 of the City of Marion Personnel Policies and Guidelines.

9.0 **Expenses.** Administrator may be required as a condition of employment to incur reasonable and necessary expenses in connection with his duties hereunder. Administrator shall be reimbursed by the City in accordance with the City's expense reimbursement policy.

10.0 **Indemnification.** City shall defend, save harmless, and indemnify Administrator against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Administrator's duties as City Administrator; provided, however, that this indemnification shall not apply to intentional torts, including but not limited to matters such as assault, thief, embezzlement, or fraud. City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

11.0 **Evaluation.** The City Council shall review and evaluate the performance of Administrator at least annually in January of each year. Such review and evaluation shall be for the purpose of setting the Administrator's annual work plan and evaluating Administrator's performance and compensation. Such review and evaluation shall be in accordance with specific goals, criteria and performance objectives developed jointly by the City Council and Administrator, which they deem necessary to achieve the City Council's policy objectives, and shall establish the relative priority among the various goals and objectives. These overall performance criteria may be added to or revised by the City Council periodically, in consultation with Administrator. The City Council shall provide an opportunity for discussion of the results of the evaluation with Administrator.

12.0 **Other Terms and Conditions of Employment.** The City Council, in consultation with Administrator, may fix any such other terms and conditions of employment, as it may determine from time to time, relating to Administrator's performance, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any other law.

13.0 **Residency Requirement.**

13.1 As a condition of continued employment with the City of Marion, Kansas, Administrator shall establish his permanent domicile and residency within five (5) miles of the corporate limits of the City of Marion, Kansas within six (6) months of employment and limited by the conditions outlined in City of Marion, Kansas Charter Ordinance #21 dated May 16th, 2022.

"Permanent residency and domicile within the corporate limits of the City of Marion" shall mean that Administrator maintains his personal and physical presence at a dwelling place within the City of Marion and intends that such dwelling place shall be his fixed and permanent home. The City Council reserves the right to approve or disapprove a residence outside of the city limits but within a reasonable distance thereof. Any such approval of an alternative residence shall be by ordinance.

13.2 In the event that Administrator fails to establish and maintain his permanent domicile and residency as set forth herein, and throughout the term of this Agreement, then Administrator shall be immediately terminated with Cause from employment with the City and this Agreement shall be void. Notwithstanding any provision of this Agreement to the contrary, Administrator shall not be entitled to and shall not receive from the City any benefit of any kind or monetary payment of salary upon termination.

14.0 General Provisions.

14.1 The text herein shall constitute the entire agreement between the parties. This Agreement may be amended only in writing, executed and approved by both parties.

14.2 The rights and obligations of the City under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the City. Administrator shall not assign or otherwise convey any of his rights and obligations hereunder without the express written permission of the City, which permission may be withheld in the City's sole and absolute discretion.

14.3 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, unenforceable or void, the remainder of this Agreement, or any portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

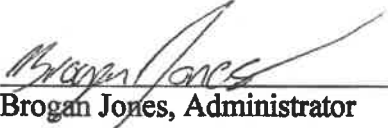
IN WITNESS WHEREOF the City of Marion, Kansas has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and Administrator has signed and executed this Agreement, both in duplicate, the date and year first above written.

CITY OF MARION, KANSAS

David Mayfield, Mayor

ATTEST:

Janet Robinson, City Clerk



Brogan Jones, Administrator

Chinga Beer Garden Proposal

- 1) Garden will be a fenced area with one way in/out
- 2) To be admitted you must be 21 years of age (children will be permitted with a responsible adult in the cornhole beer garden ONLY)
- 3) Those entering will be checked and age verified. They will then be given a non-removable bracelet. Only those with a bracelet will be allowed to purchase or consume.
- 4) Only beer will be sold/consumed
- 5) Serving area will be located on West side of the park, North of the caretaker's building for the main beer garden and east of the basketball court in the driveway for the cornhole beer garden
- 6) Area will contain tables and chairs, and a tent for shade in the main beer garden
- 7) Serving times will be: Friday June 2 from 5:00 p.m. to 11:00 p.m. (or end of concert, whichever is earliest). Saturday June 3 from 11:00 a.m. to 11:00 p.m. (or end of concert, whichever is earliest) for the main beer garden. Serving times will be: Saturday June 3 from 11:00 a.m. to 7:00 p.m. in the cornhole beer garden.
- 8) Garden will be operated in accordance with all state statutes and city ordinances as well as any rules requested by Marion Police Department.
- 9) Service will be refused to any person who appears to be intoxicated or who is disruptive in any fashion. Police will be notified of any disorderly behavior. Signs will be posted clearly informing everyone in the garden of the rules.
- 10) No coolers, drink cups or other containers will be allowed in the park. Exceptions are baby bottles or items clearly shown to be health related.
- 11) After payment of expenses, all profit generated by the Garden will be distributed as follows:
 - a) 10% of net proceeds will be donated to Marion Advancement Campaign for application to park updates, or other projects to better the community
 - b) The balance of all proceeds will go to Chingawassa Days Inc for continuation and improvement of the festival
- 12) All expenses of operation, including any increased costs of insurance, will be paid by Chingawassa Days Inc.

RHINO'S DEN RULES



Please Remember this is a Family Festival.

- **MUST BE 21 TO ENTER (**
- **You must present ID & proof of age (21) to receive a wristband.**
- **You must have a beer garden wristband to purchase beer garden tickets (redeemable for beer only).**
- **No beer may be taken or passed outside the fenced beer garden area.**
- **You may not provide beer to anyone not wearing a wristband.**
- **Service will be refused to any person who appears to be intoxicated or who fails to follow the rules of the beer garden, as communicated by staff.**
- **Service will be refused to any person who is abusive or disorderly in any fashion. Police will be notified of disorderly behavior.**
- **Food may be brought into the beer garden area. Please dispose of your trash appropriately. We are not your mom. We don't want to pick up after you.**
- **Relax, have a cold one, but please do so responsibly.**

“RESPECT YOUR HERD!!”

Main Beer Garden
Friday, June 2nd
5:00 PM - 11:00 PM
Saturday, June 3rd
11:00 AM - 11:00 PM
Central Park





About the Event

****Must Pre-register before 12:00 PM on June 3rd, 2023****

Join us June 3-4, 2023 at the Marion Community Building, Marion, Kansas and register to participate in our Master Series BBQ competition!

DETAILS BELOW

BBQ Competition:

Sanctioned by KANSAS CITY BARBECUE SOCIETY

Check-in/arrival time – Saturday June 3, 8 am to 8 pm

Master Series

****30 Teams Max****

* \$250 Entry Fee

* Prize money paid out to top 5, Grand Champion & Reserve Champion

4 meats:

1. Chicken
2. Ribs
3. Pork
4. Brisket

*Meat inspections will begin Saturday June 3, starting at 9 am

*Turn-ins are on Sunday June 4 at the Marion Community Building, are as follows and will have a 5 min window before & after listed times. (There will be a banner/flag on display for turn-in location)

Chicken 12:00 noon

Ribs 12:30

Pork 1:00

Brisket 1:30

*Awards will take place after all judging is completed, 3:00 pm, but for sure by 3:30 pm

*Payouts are as follows

Grand Champion - \$500

Reserve Champion - \$300

1st in all categories - \$350

2nd in all categories - \$300

3rd in all categories - \$250

4th in all categories - \$200

5th in all categories - \$150

Notes:

* 20X20 space. larger space for a fee.

* 110V available but recommended that competitors supply their own power

* Turn in food at Marion Community Building

CHINGAWASSA DAYS •
20 23



MASTER PETE'S

ANNUAL BBQ COMPETITION



SATURD

JUNE

3

More Info to F
chingawassaday

Chingawassassa Days

JUNE 2-4, 2023 • MARION, KS

2023 JUN 2-4, 2023 • MARION, KS

CORNHOLE TOURNAMENT



Sanctioned Event



JUNE 3

SATURDAY 11am

MUST PRE-REGISTER ON WEBSITE
For More Info: chingawassadays.com

\$2000+ Added Prize Money

2 DIVISIONS: COMPETITIVE & BACKYARD

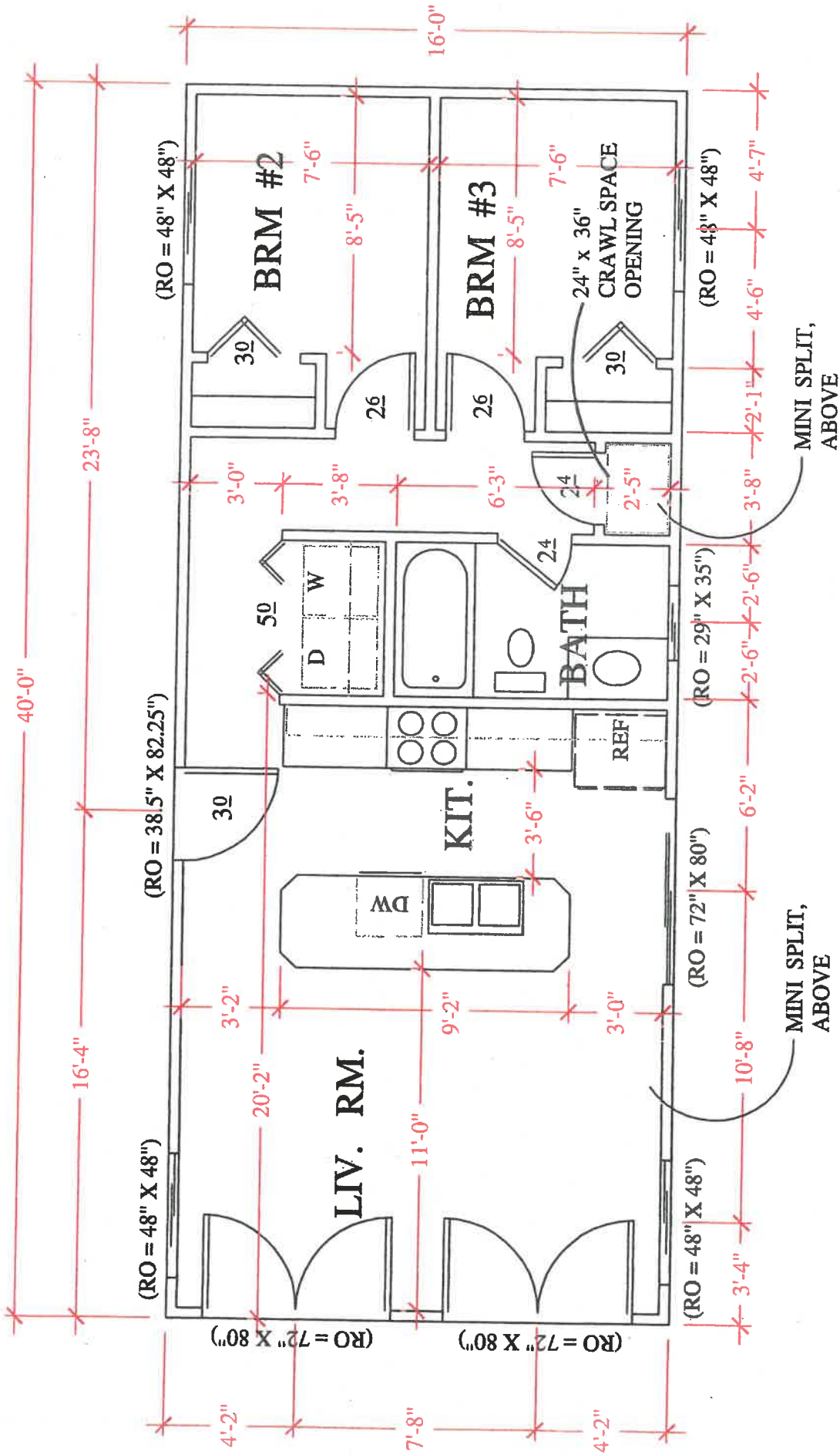
\$40 Per Team
COMPETITIVE

\$20 Per Team
BACKYARD

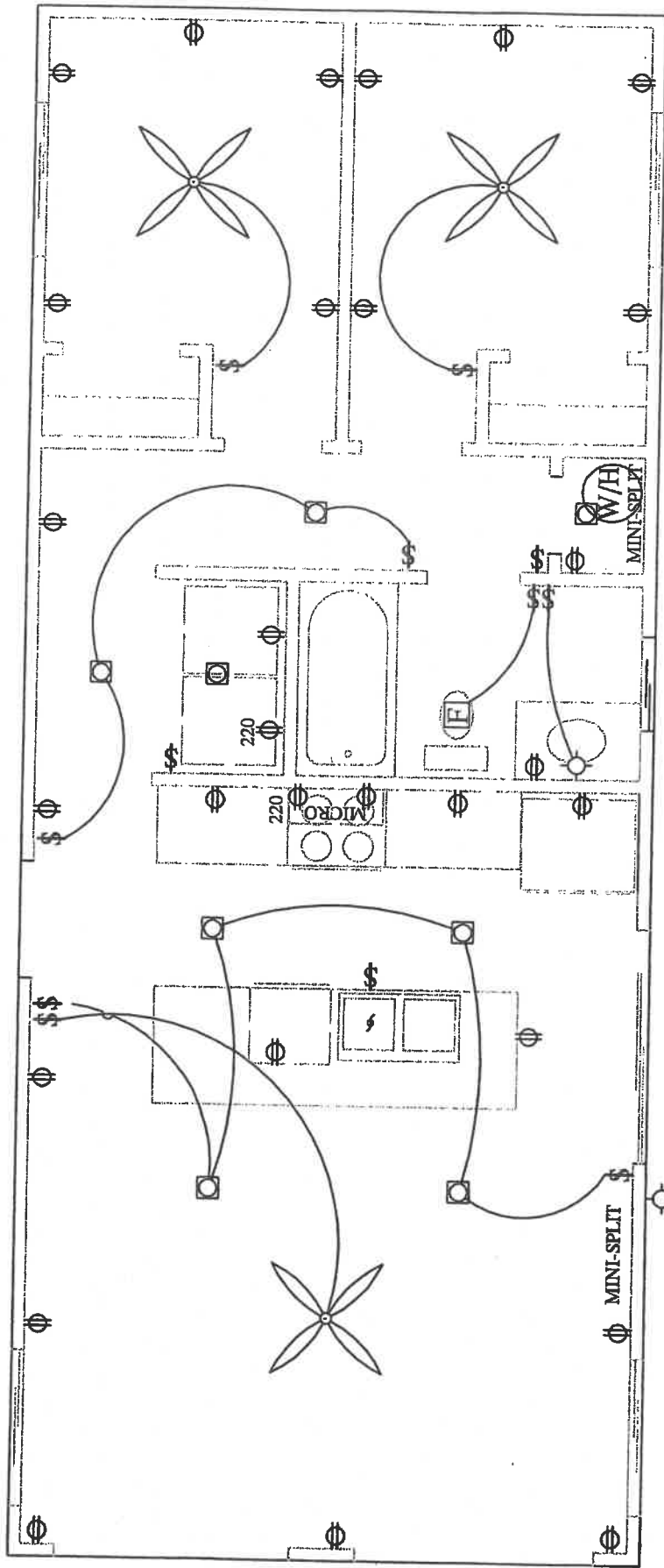
Cornhole Beer Garden
Saturday, June 3rd
11:00 AM - 7:00 PM





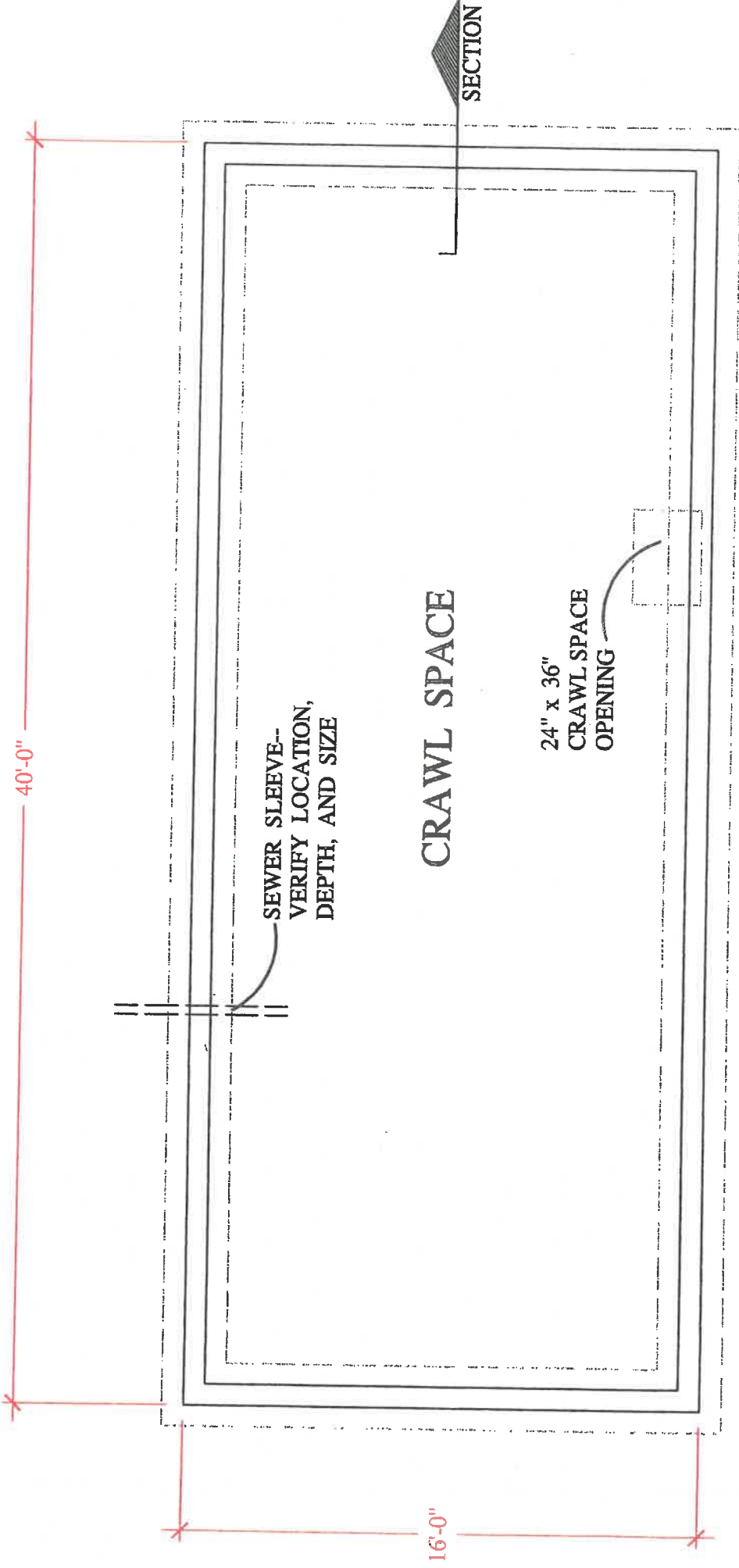


FLOOR PLAN

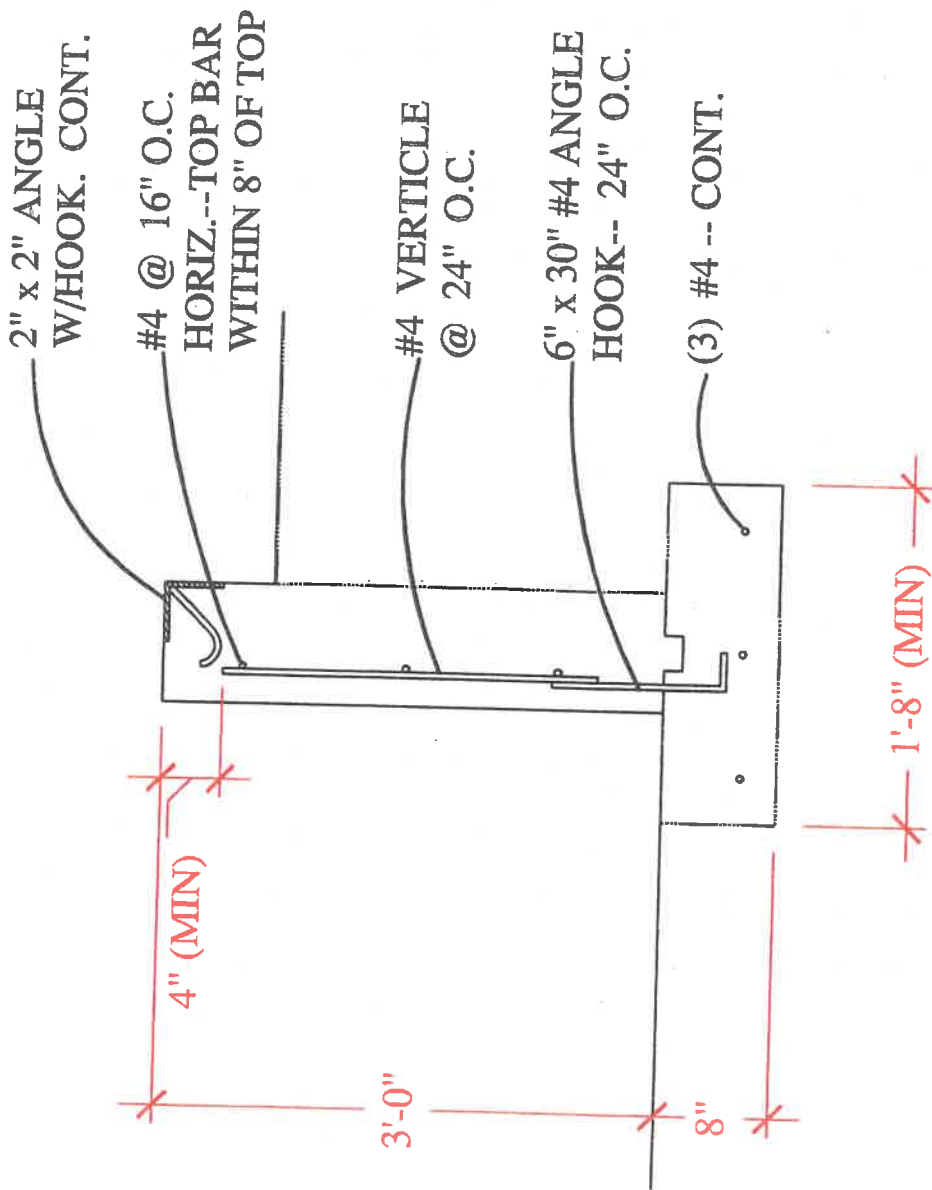


DISCONNECT
LOCATION

ELECT. PLAN



PLUMB'G / FOUNDATION PLAN



FOOTING SECTION

ALL STRUCTURAL DETAILS
ARE TO MEET ALL LOCAL
CODES

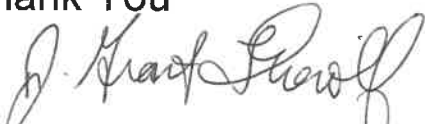
MARION CITY LIBRARY
101 LIBRARY ST
MARION, KS 66861

April 11, 2023

To Mayor David and Council,

The Library Board asks that you appoint Drew Salsbury to serve on the Marion City Library Board with his term expiring April 30, 2027, to replace Erik Billings.

Thank You

A handwritten signature in black ink, appearing to read "J. Mark Powell". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

The Marion City Library Board

Community Enrichment/Interim Zoning Administrator City Council Report – April 14, 2023

April 3 – 7

- Per request, delivered some 2023 State Travel Guides to a local business for display.
- Per request, found info on MHS Fellowship of Christian Athletes gravel bike ride event.
- Helped a caller trying to get museum open for a group in two weeks and no one responding.
- Connected Chingawassa Days committee member with advertising contact for future use.
- Visited with Peggy about antique car club group coming to tour in three weeks.
- Had a list of 10 items to address from folks contacting me over the weekend for various things.
- Visited with James. Signed demo permit.
- Sent a list of contact info to guy who is flipping houses. He wants to reach out to large employers.
- Noted state food service link and info to pass on to vendors for events in the park.
- Snail mailed an Art in the Park application, per request from a vendor.
- Emailed two Art in the Park applications per request from vendors.
- Emailed the county lake asking if they want to put their disc golf course on the state's list.
- Made a note to ask Chingawassa Days committee about donating to Community CORE.
- Reached out to Hillsboro shop owner about having a booth on Sunday at our Art in the Park.
- Noted on the calendar there's a shower planned in the park next month in the shelter house.
- Returned phone call, answered questions, and emailed vendor paperwork for Art in the Park.
- Attended City Council meeting. Presented proposed changes for sign regulations.
- Checked the building calendar for a state meeting but the building is already booked that day.
- Steven called asking if park restrooms should be left open. I told him I'll check with the police.
- Police get off work at 5 so they'll lock the park bathrooms then. Just can't leave open all night.
- Sent Easter Egg Hunt info to resident asking for the information.
- Answered questions for someone wanting to enter the Merchant's design a billboard contest.
- Tried to help someone looking for a used washer and a new or used recliner for a client in need.
- Visited with planning commission chairman. Updated on discussion with city council on signage.
- Refigured publication schedule for public hearing on changes in sign regulations.
- Sent 11 photos I received, on to Tammy for someone to enter the billboard design contest.
- Had a former resident reach out about a fast-food chain that might consider coming to Marion.
- Sent Travis Kelce a message that we would love to have him attend Chingawassa Days.
- Helped promote the citywide garage sale weekend, that's later this month.
- Assisted Oggie in promoting upcoming event involving area antique shops.
- Helped new elementary school principal's family with zoning questions and search for a home.
- Reached out to 2 property owners I've been working with to ask the status of selling their house.
- Reached out to the state asking when they will invoice us for 2024 travel guide listings.
- Continue helping vendors for Chingawassa Days and Art in the Park.
- Per request, asked Casey about liability insurance for business signs in case of injury or damage.
- Visited with businessowner who met Newton man who came for Aux. Shop and loves Marion.
- Reached out to check if a family still wants to rent the building for a gathering. They do not.
- Restocked the restrooms in the building with paper products, etc.
- Asked the guys to unwrap the flag that was twisted around the flag pole in front of the building.
- Reached out to a Texas company asking if they are interested in a booth at Art in the Park.
- Found out about a home for sale that is not listed. Sent info to new elementary principal's family.
- Helped promote Easter events, as well as special some business hours for the holiday weekend.
- Drove by five properties to check on the status of zoning requests and activity.
- Continued helping elementary principal's family over the weekend as they visit to house hunt.
- Communicated over the weekend with a former resident wanting a booth at our annual events.

April 10 - 14

- *Reported the ice machine is not working again. Have an event in the building later this week.*
- *Attended meeting with container homes developer, the mayor, and the building code inspector.*
- *Called and updated planning commission chairman about upcoming container home discussion.*
- *Emailed city attorney for advice in handling upcoming discussion at city council meeting.*
- *Continue registering and assisting vendors for upcoming annual events.*
- *Made copies for James and Becky of guidelines for fences, storage sheds, decks and patios.*
- *Asked James to adjust lunchtime to meet with resident who works in Hillsboro coming at 12:15.*
- *Added planning commission meetings to building calendar throughout the remainder of the year.*
- *Visited with local Art in the Park vendor. Arranged for them to help another local vendor.*
- *Visited with Tammy about her new venue plans and using the building as needed for overflow.*
- *Attended Marion Merchant's meeting.*
- *Put an out-of-town young man in touch with Margaret Wilson concerning the Farmer's Market.*
- *Asked Janet about the renewed housing grant information, so we can get the word out about it.*
- *Put together a contact info list for downtown businesses, per request from MHS student.*
- *Helped a caller navigate the city web page to find forms for building permits and solar usage.*
- *Per request from Merchants, sent email asking for participants for Second Saturday on May 13th.*
- *Visited again with elementary principal's family about homes for sale & upcoming rural auction.*
- *Went to a business over lunch to visit with owner about upcoming events and participation.*
- *Answered questions for rural resident about participating in citywide garage sales in the park.*
- *Attended staff meeting.*
- *Asked Zach about housing grant additional funds for Coble Street project.*
- *Emailed developer asking estimated date for breaking ground on housing project by ball fields.*
- *Steven reported the park electricity will be off today while electric pole is switched out.*
- *Visited with James about permit form for solar and he sent updated info that is still pending.*
- *Per request from Steven, reached out to PRIDE members about needing new banners in 2024.*
- *Checked on ice machine and asked for status on repair if possible.*
- *Had building cleaned prior to the Kiwanis 100 Years Celebration in the Ballroom.*
- *Started a list of businesses participating in May 13th Second Saturday event.*
- *Helped a family coming to Chingawassa Days with contact info for camping at the lakes.*
- *Per request from the city office, I started a list of changes needed to update the city web page.*
- *Helped schedule museum board meeting last minute because electricity is out to replace a pole.*
- *Invited 40 past committee members of Chingawassa Days to attend this year's celebration.*
- *Attended MEDI meeting.*