



REGULAR CITY COUNCIL MEETING

1. Invocation – Reverend Carl Helm, Marion Christian Church.
2. Flag Salute - Mayor Mayfield.
3. Call the Regular City Council meeting to order – Mayor Mayfield.
4. Approval of Agenda
5. Public Forum – Limited to Agenda Items, please (1)
6. Approval of consent agenda
 - Approval of the minutes of the October 18th, 2021 Regular City Council Meeting.
 - Approval of the minutes of the October 19th, 2021 City Council Work Session
 - Approval of warrants in the amount of \$39,889.54.
 - Approval of payroll in the amount of \$31,917.10.
 - Approval of business license for ROA-40 Property Management.
7. Planning & Zoning Board Appointment – Mayor Mayfield.
8. Marion Housing Authority Board Appointment – Mayor Mayfield.
9. Update on Hike & Bike Trail Project – Trall Committee Members.
10. Discussion of Commercial Zoning Fees – Vice Mayor Costello.
11. Resolution 21-18 Amending Comprehensive Fee Schedule *(if Needed)* – Tiffany Jeffrey.
12. Discussion of KMIT Health Insurance Final Rates – Roger Holter.
13. Real Estate Contract with CBC Marion LLC Discussion - Roger Holter.
14. Resolution 21-19 Sale of land to CBC Marion LLC – Tiffany Jeffrey.
15. Councilor, Department, & Staff Reports.
16. Public Forum (1)
17. Executive Session – 20 Minutes – Consultation with an attorney for the public body or agency which would be deemed privileged in the Attorney-Client relationship pursuant to K.S.A. 75-4319(b)(2). Session to include Mayor, City Councilors, City Attorney, EBH Engineering and City Administrator.
18. Motion to Adjourn Council Meeting.

Next Regular City Council Meeting for Monday November 15th, 2021 @ 4:30

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.*

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Regular Council Meeting
Monday, October 18, 2021
4:30 PM

The regular meeting of the City Council for the City of Marion, Kansas was held Monday, October 18, 2021 at 203 N 3rd, Marion KS in the lower level at 4:30pm with David Mayfield presiding as Mayor and Council Members Chris Costello, Susan Gray, Ruth Herbel and Jerry Kline in attendance. Also, in attendance were: Roger Holter, City Administrator; Clinton Jeffrey, Police Chief; Tiffany Jeffrey, City Clerk; Randy Collett, Economic Developer; Margo Yates, Parks & Recreation Director; Zach Collett, EBH Engineering; Phyllis Zorn, Marion Record; Robert Crawford, Ron Herbel, Jeremiah Lange, Ruth Lange and Margaret Wilson.

Invocation: Jeremiah Lange provided invocation.

Call to Order: Mayfield called the regular meeting to order at 4:30pm following the pledge of allegiance.

Approval of agenda: Holter advised there is a revised agenda provided to delete approval of Ranson Invoice and add item 15 approval of "request for qualifications" for City Attorney to be issued. Herbel moved to approve revised agenda; Gray seconded; motion carried 5-0.

Public Forum - Limited to Agenda Items: Robert Crawford addressed Council and expressed concern regarding dust from the city maintenance shop drive. Crawford requested Council find a permanent fix.

Darin Neufeld arrived at 4:31pm.

Consent Agenda: Costello moved to approve the consent agenda; Herbel seconded; Herbel asked about the rock work invoice in the Industrial Park. Collett advised that was additional work completed on the fiber project. Kline asked about the Commtronix system invoice. Holter advised that is the communication between the water tower and the water plant. Motion carried 5-0.

- Approval of the Minutes of the October 4, 2021 Regular City Council Meeting.
- Approval of Warrants in the amount of \$233,382.72 & \$139,446.72 Waterline Project.
- Approval of payroll in the amount of \$30,140.85.
- Approval of September Treasurer's Report & 3rd Quarter Financial Publication.

Susan Robson, City Attorney arrived at 4:36pm.

Ditch Digger's Waterline Pay Estimate #9: Neufeld presented Ditch Digger's pay estimate #9 in the amount of \$145,562.34 for work done on the waterline project from the last month. He advised the pay estimate does not include work done in the last week but the Ditch Digger's is almost ready for clean up work. Herbel moved to approve Ditch Diggers waterline pay estimate #9; Gray seconded; motion carried 5-0.

Approval of Sept/Oct. EBH Engineering Invoice: Neufeld presented EBH Invoice in the amount of \$16,852.83 from the same time period as Ditch Digger's pay estimate. Costello moved to approve; Gray seconded; motion carried 5-0.

Approval of CDBG Drawdown Request #9: T. Jeffrey presented the CDBG Drawdown Request #9 in the amount of \$15,000. Herbel moved to approve; Gray seconded; motion carried 5-0.

Approval of KDHE-SRS Loan Drawdown #10: T. Jeffrey presented the KDHE-SRS Drawdown #10 in the amount of \$147,415.17. Herbel moved to approve; Costello seconded; motion carried 5-0.

Approval of Lease Agreement on 828 N Roosevelt: Yates included a copy of the lease agreement in the packet for interest in renting 828 N Roosevelt for a month to hold three auctions. Yates advised they will clean the building before and clean it before they leave and they are responsible for utilities during the lease month. Kline moved to approve; Herbel seconded; motion carried 5-0.

Update on Hike & Bike Trail Project: Holter advised there has been a community advisory group that has been formed and met last Thursday. Holter also advised there are six different potential trail options being looked at and he has contacted the Core of Engineers to see what would be needed if the levy is used for the project.

Discussion of Communications Policy: Herbel advised that she had several inquires as to why the City is using the City newsletter to advertise for events that aren't connected to the City. They feel the newsletter should promote the city and use the electronic sign for event advertisement. Herbel recommended establishing guidelines for the newsletter and thinking outside the box for newsletter stories such as highlighting our city employees and advertising for job openings. Herbel suggesting discussing this topic at the work session tomorrow evening. Discussion held. Mayfield asked Herbel if she has any suggested guidelines. Herbel advised that she does not but she could work some up and advised that Holter did a great job with the electronic sign guidelines and maybe he could prepare that.

Mayoral & Council Report: Nothing further to report.

Administrator Report: Holter advised the pre-bid meeting will be held on October 28th for the CDBG Revitalization Project at 301 E Main, if rain it will be held at City Hall otherwise will be on-site meeting. Holter advised that the bid letting will be held November 18th at 4pm at City Hall.

Parks & Recreation Report: Nothing further to report.

City Clerk Report: Nothing further to report.

Police Chief Report: Nothing further to report.

City Attorney Report: Robson thanked City for the opportunity to be our City Attorney and reported that she has been appointed by the Governor to District Judge. Robson advised she is working on a timeframe and will notify Holter once that has been determined.

Public Works Report: Not present.

Economic Development Report: Collett shared his opinions and reflections on the city from his last five years as an employee and also for the future.

Approval of "Request for Qualifications" for City Attorney to be issued: Holter asked Council for permission to release a RFQ for City Attorney services. He advised Council of the timeline provided in

the RFQ. Discussion held. Costello moved to move forward with the guidelines; Gray seconded; motion carried 5-0.

Public Forum: Jeremiah Lange addressed Council regarding his support of advertising for events in the newsletter and on the electronic sign. He advised sometime the electronic sign is hard to read if you are driving.

Margaret Wilson addressed Council showing appreciation of the pedestrians crossing signs purchased.

Executive Session – 20 Minutes – Consultation with an attorney for the public body or agency which would be deemed privileged in the Attorney-Client relationship pursuant to K.S.A. 75-4319(b)(2). Session to include Mayor, City Councilors, City Attorney, and City Administrator: Costello moved to enter into executive session for 20 minutes for consultation with an attorney for the public body to include Mayor, City Councilors, City Attorney, City Administrator and Darin Neufeld at 5:05pm to reconvene at 5:25pm; Kline seconded; motion carried 5-0.

Regular meeting reconvened at 5:25pm. Mayfield motioned for an additional 5-minute executive session; Herbel seconded; motion carried 5-0.

Regular meeting reconvened at 5:30pm with City Council and Phyllis Zorn, Marion Record. Mayfield declared no action taken.

Adjournment: Herbel moved to adjourn the Council meeting at 5:31pm; Gray seconded; motion carried 5-0.

David Mayfield, Mayor

ATTEST: _____
Tiffany Jeffrey, City Clerk

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Workforce Development Session
Tuesday, October 19, 2021
4:30 PM

The work session of the City Council for the City of Marion, Kansas was held Tuesday, October 19, 2021 at 203 N 3rd, Marion KS in the Community Center lower level at 4:30pm with David Mayfield presiding as Mayor and Council Members Chris Costello, Susan Gray, Ruth Herbel and Jerry Kline in attendance. Also, in attendance were: Roger Holter, City Administrator; Tiffany Jeffrey, City Clerk; Clinton Jeffrey, Police Chief; Randy Collett, Economic Developer; Margo Yates, Recreation Director; Tim Makovec, Public Works Director; Zach Collet and Phyllis Zorn, Marion Record.

Topics covered during the workforce development work session included:

- Developing a culture of being the "Employer of Choice" within our region.
- Developing a plan to provide financial support for incentives to enhance employee recruitment, retention, and relevance efforts.
- Creating champions at the Elected Official level to establish a "Generation Vision" for our community.
- Promoting education & awareness among our youth about municipal careers.
- Creating a stronger community understanding of the role local government fills in their family's lives.

The workforce development work session adjourned at 6:30pm.

David Mayfield, Mayor

ATTEST: _____
Tiffany Jeffrey, City Clerk

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
CENTRAL NATIONAL BANK 2027 ADRIAN & PANKRATZ P.A.									
NOV 2021	1	11/01/21	11/01/21	NOVEMBER 2021 JUDGE FEE	200.00	01	01-85-5001	LIQ	1
				INVOICE TOTAL	200.00				
				VENDOR TOTAL	200.00				
171 AFLAC									
INV #909906	1	11/01/21	10/26/21	OCTOBER 2021 PREMIUM	57.20	256	02-00-2456	LIQ	1
	2			OCTOBER 2021 PREMIUM	60.00	156	E-PAYMNT 1308293 11/01/21 01-00-2456	LIQ	1
	3			OCTOBER 2021 PREMIUM	22.70	156	E-PAYMNT 1308293 11/01/21 01-00-2456	LIQ	1
	4			OCTOBER 2021 PREMIUM	26.92	156	E-PAYMNT 1308293 11/01/21 01-00-2456	LIQ	1
	5			OCTOBER 2021 PREMIUM	26.92	256	E-PAYMNT 1308293 11/01/21 02-00-2456	LIQ	1
	6			OCTOBER 2021 PREMIUM	26.52	156	E-PAYMNT 1308293 11/01/21 01-00-2456	LIQ	1
	7			OCTOBER 2021 PREMIUM	52.76	256	E-PAYMNT 1308293 11/01/21 02-00-2456	LIQ	1
				INVOICE TOTAL	273.02		E-PAYMNT 1308293 11/01/21		
				VENDOR TOTAL	273.02				
3420 ALTEC CAPITAL SERVICES, LLC									
INV #01334348	1	11/01/21	10/13/21	NOVEMBER FORD F550 LEASE	1,688.70	21	21-00-5450	LIQ	1
				INVOICE TOTAL	1,688.70				
				VENDOR TOTAL	1,688.70				
853 ANIMAL HEALTH CENTER, INC									
9/2021	1	11/01/21	10/20/21	9/16 IMPOUND LAB MIX	54.00	01	01-00-5085	LIQ	1
	2			9/21 IMPOUND BOXER MIX	54.00	01	01-00-5085	LIQ	1
	3			9/27 IMPOUND CHIHUAHUA	54.00	01	01-00-5085	LIQ	1
	4			10/16 IMPOUND RED HEELER	18.00	01	01-00-5085	LIQ	1
				INVOICE TOTAL	180.00				
				VENDOR TOTAL	180.00				
4 AT & T									
10/13-11/12/2021	1	11/01/21	10/13/21	620-382-2150	116.85	01	01-16-5015	LIQ	1
	2			620-382-2280	105.57	01	E-PAYMNT 1308294 11/01/21 01-00-5015	LIQ	1
	3			620-382-3704	105.57	01	E-PAYMNT 1308294 11/01/21 01-00-5015	LIQ	1
				INVOICE TOTAL	327.99		E-PAYMNT 1308294 11/01/21		
				VENDOR TOTAL	327.99				
3881 ATLANTIS GLOBAL LLC									
INV #11244	1	11/01/21	10/21/21	THERMAL PRINTER PAPER, SHIPPING	84.80	01	01-14-5020	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
				INVOICE TOTAL	84.80				
				VENDOR TOTAL	84.80				
9/11-10/11/2021	1	11/01/21	10/15/21	38 ATMOS ENERGY MARION MUSEUM	49.51	01	01-25-5015 E-PAYMNT 1308295 11/01/21	LIQ	1
	2			MARION CITY HALL	49.51	01	01-05-5015 E-PAYMNT 1308295 11/01/21	LIQ	1
	3			MARION POLICE/FIRE	38.47	01	01-65-5015 E-PAYMNT 1308295 11/01/21	LIQ	1
	4			MARION POLICE/FIRE	16.48	01	01-14-5015 E-PAYMNT 1308295 11/01/21	LIQ	1
	5			MARION WATER WORKS	30.26	02	02-01-5015 E-PAYMNT 1308295 11/01/21	LIQ	1
	6			MARION WATER WORKS	30.25	02	02-04-5015 E-PAYMNT 1308295 11/01/21	LIQ	1
	7			MARION WATER WORKS	30.24	01	01-10-5015 E-PAYMNT 1308295 11/01/21	LIQ	1
	8			MARION JIA	49.51	01	01-90-5015 E-PAYMNT 1308295 11/01/21	LIQ	1
	9			MARION CITY SHOP	17.28	01	01-10-5015 E-PAYMNT 1308295 11/01/21	LIQ	1
	10			MARION CITY SHOP	17.28	02	02-01-5015 E-PAYMNT 1308295 11/01/21	LIQ	1
	11			MARION CITY SHOP	17.28	02	02-04-5015 E-PAYMNT 1308295 11/01/21	LIQ	1
				INVOICE TOTAL	346.07				
				VENDOR TOTAL	346.07				
NOV 2021	1	11/01/21	11/01/21	422 CENTRAL NAT'L BANK NOV 2021 828 N ROOSEVELT	1,555.95	01	01-50-5362 E-PAYMNT 1308296 11/01/21	LIQ	1
				INVOICE TOTAL	1,555.95				
				VENDOR TOTAL	1,555.95				
INV #E3-90069	1	11/01/21	10/12/21	3156 CUMMINS CENTRAL-CORPORATE TRANSFER SWITCH	2,708.00	02	02-03-5446	LIQ	1
				INVOICE TOTAL	2,708.00				
				VENDOR TOTAL	2,708.00				
10282021	1	11/01/21	10/28/21	3882 MARK EVANS A.UNRUH CUP FEE REFUND	500.00	01	01-12-5010	LIQ	1
				INVOICE TOTAL	500.00				
				VENDOR TOTAL	500.00				
10112021	1	11/01/21	10/11/21	1297 FASTENAL COMPANY INV #274779-3/8 ALY CLVS	61.74	01	01-10-5021	LIQ	1
	2			INV #274779-3/8 G70 CHAIN YZ B	200.97	01	01-10-5021	LIQ	1
	3			INV #274780-3/8 ALY CLVS SLP H	20.58	01	01-10-5021	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	4			INV #274780-4 1/2" FLAPDSC	8.73	01	01-10-5021	LIQ	1
				INVOICE TOTAL	292.02				
				VENDOR TOTAL	292.02				
09/2021				66 HOCH PUBLISHING CO INC.					
	1	11/01/21	9/30/21	NOTICE OF BUDGET HRG, AFFIDAVIT	363.80	01	01-00-5028	LIQ	1
	2			CH ORD 20 & AFFIDAVIT	603.00	01	01-00-5028	LIQ	1
	3			ORD 1478 & AFFIDAVIT	79.75	01	01-10-5028	LIQ	1
				INVOICE TOTAL	1,046.55				
				VENDOR TOTAL	1,046.55				
INV #16446				1594 KANSAS MUNICIPAL UTILITIES					
	1	11/01/21	10/21/21	APPRENTICESHIP PROGRAM-GECHTER	500.00	02	02-04-5250	LIQ	1
				INVOICE TOTAL	500.00				
				VENDOR TOTAL	500.00				
PERMIT FEES 2021				3348 KDHE-BUREAU OF WATER					
	1	11/01/21	10/18/21	WASTEWATER PERMIT KS0051691	185.00	02	02-03-5041	LIQ	1
	2			WASTEWATER PERMIT KSJ000702	320.00	02	02-02-5041	LIQ	1
				INVOICE TOTAL	505.00				
				VENDOR TOTAL	505.00				
3RD QTR 2021				1371 KS DEPT OF REVENUE					
	1	11/01/21	10/27/21	3RD QTR WATER PROTECTION FEE	410.02	02	02-02-5462	LIQ	1
	2			3RD QTR DRINKING WATER FEE	384.39	02	02-02-5462	LIQ	1
				INVOICE TOTAL	794.41				
				VENDOR TOTAL	794.41				
INV #455681551				3696 KONICA MINOLTA PREMIER FINANCE					
	1	11/01/21	10/15/21	10/9-11/9/21 CONTRACT	127.29	01	01-00-5255	LIQ	1
	2			12/9-1/9/21 COPY COUNT	42.44	01	01-00-5255	LIQ	1
	3			1/9-10/9/21 COPY COUNT	293.37	01	01-00-5255	LIQ	1
	4			12/9-1/9/21 COLOR COUNT	69.34	01	01-00-5255	LIQ	1
	5			1/9-10/9/21 COLOR COUNT	643.75	01	01-00-5255	LIQ	1
	6			SUPPLY FREIGHT	6.00	01	01-00-5255	LIQ	1
				INVOICE TOTAL	1,182.19				
				VENDOR TOTAL	1,182.19				
11/1/2021				3682 LIBERTY NATIONAL					
	1	11/01/21	10/27/21	NOVEMBER 2021 PREMIUM	12.00	0145	01-00-2445	LIQ	1
	2			NOVEMBER 2021 PREMIUM	180.09	0245	E-PAYMNT 1308297 11/01/21 02-00-2445	LIQ	1
				INVOICE TOTAL	192.09		E-PAYMNT 1308297 11/01/21		
				VENDOR TOTAL	192.09				

3873 M&T CLEANING

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
INV #104	1	11/01/21	10/20/21	3873 M&T CLEANING MOP STAGE,VAC AUD,CLN BA	120.00	01	01-05-5259	LIQ	1
				INVOICE TOTAL	120.00				
				VENDOR TOTAL	120.00				
#5 APP 2021	1	11/01/21	10/28/21	145 MARION CITY LIBRARY APPROPRIATION TO LIBRARY	2,921.76	17	17-00-5033	LIQ	1
				INVOICE TOTAL	2,921.76				
				VENDOR TOTAL	2,921.76				
10/17/2021	1	11/01/21	10/27/21	1470 MARION COUNTY IMP. DIST. NO. 2 WATER AT AIRPORT	32.53	01	01-16-5015	LIQ	1
				INVOICE TOTAL	32.53				
				VENDOR TOTAL	32.53				
INV #15065	1	11/01/21	10/18/21	3329 MARION MANUFACTURING, INC 1/4 X 1 1/2 HR X 20"	15.00	10	10-00-5062	LIQ	1
				INVOICE TOTAL	15.00				
				VENDOR TOTAL	15.00				
INV #16066	1	11/01/21	10/13/21	1848 MIDWEST ELECTRIC TRANSFORMERS 25 KVA SINGLE PHASE POLE TRANS	6,925.00	02	02-04-5043	LIQ	1
	2			37.5 KVA SINGLE PHASE POLE TRA	6,860.00	02	02-04-5043	LIQ	1
	3			TAX	1,033.88	02	02-04-5043	LIQ	1
				INVOICE TOTAL	14,818.88				
				VENDOR TOTAL	14,818.88				
10/2021	1	11/01/21	10/10/21	1128 PITNEY BOWES FINANCE CHARGE	35.67	01	01-00-5016	LIQ	1
				INVOICE TOTAL	35.67				
				VENDOR TOTAL	35.67				
10/2021	1	11/01/21	10/20/21	3069 QUILL CORPORATION CHARMS MINI POPS	20.89	01	01-00-5010	LIQ	1
	2			TOOTSIE CHILD PLAY BAG	31.34	01	01-00-5010	LIQ	1
	3			EL/MDTQ 13W T2	24.69	01	01-05-5259	LIQ	1
	4			HP 63 TRICOLOR INK	39.89	02	02-02-5020	LIQ	1
	5			COFFEE,CUPSPENS,RULED PAD,PENS	100.55	01	01-00-5020	LIQ	1
	6			PITNEY BOWES INK	16.49	01	01-00-5016	LIQ	1
	7			PAPER REAM	1.88	01	01-00-5030	LIQ	1
	8			HP 63 BLACK INK	37.99	02	02-02-5020	LIQ	1
	9			SM BNDR CLIPS,RUBBER BANDS	10.62	01	01-00-5020	LIQ	1
	10			COPPERTOP BATTERY 9V 2PK	12.29	01	01-05-5259	LIQ	1
	11			MEMOBK,HIGHLIGHTER,PENS	12.30	01	01-00-5020	LIQ	1
	12			AA BATTERIES	2.00	01	01-05-5020	LIQ	1
	13			PREMIER LEGAL PADS	4.43	01	01-10-5021	LIQ	1
	14			PREMIER LEGAL PADS	4.43	02	02-01-5021	LIQ	1
	15			PREMIER LEGAL PADS	4.43	02	02-04-5021	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	16			REFILL, CLEANSER/LOTION	107.94	01	01-15-5020	LIQ	1
				INVOICE TOTAL	432.16				
				VENDOR TOTAL	432.16				
				1788 ROD'S TIRE & SERVICE, INC.					
10/19-10/20/2021	1	11/01/21	10/20/21	INV #252396-CARLISLE MULTI-TRA	353.50	01	01-56-5438	LIQ	1
	2			INV #252396-KS TIRE TAX	.50	01	01-56-5438	LIQ	1
	3			INV #252340-SPARK PLUGS	118.80	02	02-03-5410	LIQ	1
	4			INV #252340-REPLACE SPARK PLUG	142.60	02	02-03-5410	LIQ	1
	5			INV #252340-FUEL SYSTEM TUNE U	99.95	02	02-03-5410	LIQ	1
	6			INV #252340-SHOP SUPPLIES	15.16	02	02-03-5410	LIQ	1
				INVOICE TOTAL	730.51				
				VENDOR TOTAL	730.51				
				3880 RYCOM INSTRUMENTS INC					
INV #111978	1	11/01/21	10/14/21	SNAPTRACK LOCATOR W/3-WATT XMT	1,393.41	02	02-04-5021	LIQ	1
	2			SNAPTRACK LOCATOR W/3-WATT XMT	1,392.99	02	02-01-5021	LIQ	1
	3			SNAPTRACK LOCATOR W/3-WATT XMT	1,393.00	02	02-03-5020	LIQ	1
	4			SHIPPING	10.56	02	02-04-5021	LIQ	1
	5			SHIPPING	10.56	02	02-01-5021	LIQ	1
	6			SHIPPING	10.56	02	02-03-5020	LIQ	1
				INVOICE TOTAL	4,211.08				
				VENDOR TOTAL	4,211.08				
				84 SALINA SUPPLY COMPANY					
10212021	1	11/01/21	10/21/21	INV #206912-REPAIR CLAMP,DELIV	242.80	02	02-01-5020	LIQ	1
	2			INV #206359-REPAIR CLAMP,DELIV	159.00	02	02-01-5020	LIQ	1
				INVOICE TOTAL	401.80				
				VENDOR TOTAL	401.80				
				140 STANION WHOLESALE ELECTRIC CO					
9/29-10/26/21	1	11/01/21	10/26/21	INV #5210616-COUPPLINGS PVC,TAX	418.01	02	02-04-5020	LIQ	1
	2			INV #5210655-BOLTMACHINES/8,TA	614.33	02	02-04-5017	LIQ	1
	3			INV #5224379-PVC 2 1/2IN SCH40	1,651.23	02	02-04-5020	LIQ	1
	4			INV #5224379-CPLGS,ELBPVC,TAX	127.69	02	02-04-5020	LIQ	1
				INVOICE TOTAL	2,811.26				
				VENDOR TOTAL	2,811.26				
				1962 USA BLUE BOOK					
INV #747211	1	11/01/21	10/04/21	HONEYWELL 10'	134.08	02	02-02-5012	LIQ	1
	2			FREIGHT	13.86	02	02-02-5012	LIQ	1
				INVOICE TOTAL	147.94				
				VENDOR TOTAL	147.94				
				1192 VERIZON WIRELESS					
10/20-11/19/2021	1	11/01/21	10/19/21	620-381-0212	28.69	01	01-00-5015	LIQ	1
	2			620-381-0309	29.59	01	E-PAYMNT 1308299 11/01/21 01-00-5015	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	3			620-381-0647	28.69	01	E-PAYMNT 1308299 11/01/21 01-00-5015	LIQ	1
	4			620-381-0928	29.59	01	E-PAYMNT 1308299 11/01/21 01-00-5015	LIQ	1
	5			620-381-0967	28.69	01	E-PAYMNT 1308299 11/01/21 01-11-5015	LIQ	1
	6			620-381-3101	24.30	01	E-PAYMNT 1308299 11/01/21 01-14-5015	LIQ	1
	7			620-381-3240	28.69	01	E-PAYMNT 1308299 11/01/21 01-16-5015	LIQ	1
	8			620-381-4043	24.36	01	E-PAYMNT 1308299 11/01/21 01-75-5015	LIQ	1
	9			620-382-2355	28.69	02	E-PAYMNT 1308299 11/01/21 02-02-5015	LIQ	1
	10			620-382-2442	24.36	01	E-PAYMNT 1308299 11/01/21 01-75-5015	LIQ	1
	11			620-382-2561	9.56	02	E-PAYMNT 1308299 11/01/21 02-04-5015	LIQ	1
	12			620-382-2561	9.56	02	E-PAYMNT 1308299 11/01/21 02-01-5015	LIQ	1
	13			620-382-2561	9.57	01	E-PAYMNT 1308299 11/01/21 01-10-5015	LIQ	1
	14			620-382-3425	30.49	01	E-PAYMNT 1308299 11/01/21 01-55-5015	LIQ	1
	15			620-382-3732	8.12	01	E-PAYMNT 1308299 11/01/21 01-10-5015	LIQ	1
	16			620-382-3732	8.12	02	E-PAYMNT 1308299 11/01/21 02-01-5015	LIQ	1
	17			620-382-3732	8.12	02	E-PAYMNT 1308299 11/01/21 02-04-5015	LIQ	1
	18			620-382-3770	9.56	01	E-PAYMNT 1308299 11/01/21 01-10-5015	LIQ	1
	19			620-382-3770	9.56	02	E-PAYMNT 1308299 11/01/21 02-01-5015	LIQ	1
	20			620-382-3770	9.57	02	E-PAYMNT 1308299 11/01/21 02-04-5015	LIQ	1
	21			620-382-3833	28.69	01	E-PAYMNT 1308299 11/01/21 01-65-5015	LIQ	1
	22			620-382-3993	24.36	01	E-PAYMNT 1308299 11/01/21 01-00-5015	LIQ	1
	23			620-382-9134	28.69	01	E-PAYMNT 1308299 11/01/21 01-25-5015	LIQ	1
				INVOICE TOTAL	469.62		E-PAYMNT 1308299 11/01/21		
				VENDOR TOTAL	469.62				
INV #12130110	1	11/01/21	10/25/21	3841 VISION CARE DIRECT NOVEMBER 2021 PREMIUM	23.12	157	01-00-2457 E-PAYMNT 1308298 11/01/21	LIQ	1
	2			NOVEMBER 2021 PREMIUM	11.56	257	02-00-2457 E-PAYMNT 1308298 11/01/21	LIQ	1
				INVOICE TOTAL	34.68				

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
				VENDOR TOTAL	34.68				
INV #185585	1	11/01/21	10/20/21	1383 WEIS FIRE & SAFETY EQUIP. CO. FIRESAFE WILDLAND JACKET&PANT	329.86	26	26-00-5210	LIQ	1
				INVOICE TOTAL	329.86				
				VENDOR TOTAL	329.86				
				CENTRAL NATIONAL BANK TOTAL	39,889.54				
				TOTAL MANUAL CHECKS	.00				
				TOTAL E-PAYMENTS	3,199.42				
				TOTAL PURCH CARDS	.00				
				TOTAL ACH PAYMENTS	.00				
				TOTAL OPEN PAYMENTS	36,690.12				
				GRAND TOTALS	39,889.54				



BUSINESS LICENSE

This License is Issued to:

*ROA - 40 Property Management
309 S Coble
Marion, KS 66861*

Owner: Jason Schafers

Purpose of business: Property Management/Rentals

Issue Date: November 1, 2021

(SEAL)

CITY CLERK

DATE

CERTIFICATE

Of

APPOINTMENT

BRENT MILES

**THIS IS TO CERTIFY THAT
BRENT MILES IS APPOINTED TO THE
PLANNING COMMISSION FOR AN UNEXPIRED 3 YEAR TERM.
THE APPOINTMENT IS MADE WITH APPRECIATION AND CONSENT OF THE
GOVERNING BODY OF THE CITY OF MARION, KANSAS.**

David Mayfield, Mayor

Date

Tiffany Jeffrey, City Clerk

Date

**EFFECTIVE LOCAL GOVERNMENT IS MADE POSSIBLE
ONLY BY THE SELFLESS SERVICE OF OUR CITIZENS**



**TERM OF APPOINTMENT:
NOVEMBER 1, 2021 TO DECEMBER 31, 2021**

CERTIFICATE

Of

APPOINTMENT

HELEN REZNICEK

**THIS IS TO CERTIFY THAT
HELEN REZNICEK IS APPOINTED TO THE
HOUSING AUTHORITY FOR AN UNEXPIRED 4 YEAR TERM.
THE APPOINTMENT IS MADE WITH APPRECIATION AND CONSENT OF THE
GOVERNING BODY OF THE CITY OF MARION, KANSAS.**

David Mayfield, Mayor

Date

Tiffany Jeffrey, City Clerk

Date

**EFFECTIVE LOCAL GOVERNMENT IS MADE POSSIBLE
ONLY BY THE SELFLESS SERVICE OF OUR CITIZENS**

Marion

**TERM OF APPOINTMENT:
NOVEMBER 1, 2021 TO DECEMBER 31, 2024**



City of Marion

Comprehensive Fee Schedule

Updated & Approved on July 26, 2021

COMMUNITY DEVELOPMENT

Description		Amount
ZONING REGULATION FEES:		
Conditional Use Permit	(Residential/Non-profit):	\$125.00
	(Commercial):	1% of Valuation min \$500.00
	(Governmental)	1% of Valuation min \$500.00
Rezoning Permit	(Residential/Non-profit):	\$125.00
	(Commercial):	1% of Valuation min \$500.00
	(Governmental)	1% of Valuation min \$500.00
Variance Permits	(Residential/Non-profit):	\$125.00
	(Commercial):	1% of Valuation min \$500.00
	(Governmental)	1% of Valuation min \$500.00
Zoning Appeal	(Residential/Non-profit):	\$125.00
	(Commercial):	1% of Valuation min \$250.00
	(Governmental)	1% of Valuation min \$250.00
Change of Zoning Regulations	(Residential/Non-profit):	\$125.00
	(Commercial):	1% of Valuation min \$500.00
	(Governmental):	1% of Valuation min \$500.00
Plats Presented (per plat)		\$250.00
Plats Presented (per lot)		\$ 10.00
Structure Fire Lien (Lesser of two fees)		\$7,500 or 20% of the Claim Payment

RESOLUTION NO. 21-18

The Governing Body of the City of Marion, Kansas does hereby establish the following schedule of fees:

WHEREAS, The City of Marion must assess fees for certain services that it provides as authorized by the Governing Body of the City of Marion, Kansas; and

WHEREAS, The City of Marion needs to review as necessary and adjust said fees in order to cover the expense of providing the services; and

WHEREAS, The City of Marion is modifying Page 9 Community Development fees to align and support the administration fees of the planning and zoning regulations of the city.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the City of Marion, that this fee schedule be set as published in the City of Marion Comprehensive Fee Schedule booklet. The said booklet will be available at City Hall upon request or on the City of Marion website.

BE IT FURTHER RESOLVED, that this fee schedule will take effect on the 2nd day of November, 2021.

Dated this 1st day of November, 2021.

David Mayfield, Mayor

ATTEST:

Tiffany Jeffrey, City Clerk

KMIT Health Plan - Status

Launch Association Health Plan for January 1st

- Goal to launch with **15 cities (335 enrolled employees)**
 - Long term goal is 1,500+ employees in a self-insured pool
 - * Need ALL 15 cities to commit in order to launch**
- Fully insured plan with Blue Cross
 - KMIT has negotiated a 10% rate cap for 1/1/2023 renewal
- Cities with 12/1 renewals can join prior to “official” launch date of 1/1/2022

***Please let us know by Friday, October 29th if your city is committed to joining the launch of the KMIT Health Plan.**

Note: If you are unable to meet Friday’s commitment deadline due to pending council meetings or otherwise, please let us know as soon as possible.

MEDICAL SUMMARY for KMIT for January 1, 2022

BCBSKS Comprehensive

In-Network Benefits		TOCIP	TOCIP	TOCIP	H197A	HDHP H198A
Cost Sharing	Ded (single family)	\$500 \$1,000	\$1,000 \$2,000	\$1,500 \$3,000	\$9,000 \$6,000	\$5,000 \$10,000
	Coins (plan pays member pays)	80% 20%	80% 20%	80% 20%	100% 0%	100% 0%
	Coins OOP (single family)	\$1,000 \$2,000	\$1,000 \$2,000	\$1,000 \$2,000		
	Total OOP (single family)	\$5,000 \$10,000	\$5,000 \$10,000	\$5,000 \$10,000	\$6,950 \$12,700	\$6,950 \$12,700
Benefits	Office Visit (primary specialist)	\$25 \$25	\$25 \$25	\$25 \$25	Ded	Ded
	Telehealth Visit	\$25	\$25	\$25	Ded	Ded
	Preventive Care	\$0 most services	\$0 most services	\$0 most services	\$0 most services	\$0 most services
	Diagnostic Lab	100% to combined max of	100% to combined max of	100% to combined max of	Ded	Ded
	Diagnostic X-Ray	\$300 per covered person per	\$300 per covered person per	\$300 per covered person per	Ded	Ded
	Advanced Imaging	benefit period, Ded, Coins	benefit period, Ded, Coins	benefit period, Ded, Coins	Ded	Ded
	Urgent Care Facility				Ded	Ded
	Emergency Room	\$250, Ded, Coins	\$250, Ded, Coins	\$250, Ded, Coins	Ded	Ded
	Inpatient Hospital	Ded, Coins	Ded, Coins	Ded, Coins	Ded	Ded
	Outpatient Facility	Ded, Coins	Ded, Coins	Ded, Coins	Ded	Ded
Prescription Drugs	Ded (single family)				Med Ded	Med Ded
	Tier 1	\$15	\$15	\$15	\$15	\$15
	Tier 2	\$50	\$50	\$50	\$50	\$50
	Tier 3	\$75	\$75	\$75	\$75	\$75
	Tier 4	\$150	\$150	\$150	\$150	\$150
	Tier 5	20% up to \$250	20% up to \$250	20% up to \$250	20% up to \$250	20% up to \$250
Mail order	2.5 retail copay	2.5 retail copay	2.5 retail copay	2.5 retail copay	2.5 retail copay	
Enrollment & Cost		TOCIP	TOCIP	TOCIP	H197A	H198A
	Employee Only	\$ 626.95	\$ 610.11	\$ 594.95	\$ 537.55	\$ 469.01
	Employee + Spouse	1,335.28	1,299.08	1,266.45	1,132.29	995.66
	Employee + Child(ren)	1,259.06	1,224.97	1,194.22	1,067.78	939.02
	Employee + Family	1,967.36	1,913.92	1,865.71	1,667.52	1,465.68

Family Dollar

October 2021



Financial Implications

Payroll: 8-10 employees, annual payroll \$195,000/yr (typical small box)

Capital Investment: Project \$550,000 (steel building, slab & pkg)

Property Valuation: 2015 store opening added \$529,620 to Marion valuation, which results in \$28,804 per year to taxing units in Marion County and a 5 yr total of \$46,442 to the City of Marion.

Commerce: Corporate reports indicate that a store of this size will generate over \$1,635,000 in commerce to the community. For Marion that equates to \$12,263 annually in sales tax alone (.0075).

Utility Revenue: Estimate is \$18,000 of additional utility revenues per year

Shopping

Each additional retail option “pulls” additional customers from the region to our community to shop

Merchandising plans and store assessments are indeed meant to compete with like Dollar Stores. BUT ALSO, to take sales away from Wal-Mart and Amazon, as a local alternative.

At the end of 2020, Dollar General operated 17,266 stores and Dollar Tree/Family Dollar operated 15,288 stores.

Dollar Tree/Family Dollar targeted Marion as their next store location. Their track record seemingly speaks for itself.

Location

The opposition to previous site was based on complexities of Reserve A drainage.

The new selected site is Section 3, Lot 1 of the Batt Industrial Park.

With the commitment to extend Moulton Street to the back end of the property line of this lot, the objective of two means of access/egress will be met.

P&Z is working on an umbrella declaration that retail is acceptable throughout the Batt Industrial Park.

REAL ESTATE CONTRACT

This Real Estate Contract ("Contract") is entered into by and between **City of Marion, Kansas**, a municipality ("Seller") and **CBC Marion LLC**, a Kansas limited liability company, its nominees or assigns ("Buyer"), as of the last date upon which both Buyer and Seller have executed this Contract ("Effective Date").

1. Purchase and Sale. Seller hereby agrees to sell and convey and Buyer agrees to purchase approximately 1.00 acre of real property located at the **826 N. Roosevelt Street, Marion, Kansas 66861** (Parcel No. **057-119-32-0-10-04-004.00-0**), together with all and singular the rights and appurtenances pertaining to the property, and all right, title and interest of Seller in and to parking, adjacent streets, easements, and rights of way, upon the terms and conditions set forth herein (collectively the "Property"). The legal description of the Property is attached as **Exhibit A** and made a part hereof.

2. Purchase Price. The purchase price for the Property shall be **\$1.00** ("Purchase Price"), and shall be paid as follows:

(a) Buyer agrees to open escrow with **Security 1st Title, 222 E. Main, Marion, Kansas 66861** ("Title Company") within three (3) business days after the Effective Date.

(b) The Purchase Price, subject to prorations and allocations described herein, shall be paid in immediately available funds and delivered at Closing.

3. Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer as follows:

(a) Seller is not a foreign person selling property as described in the Foreign Investment in Real Property Tax Act ("FIRPTA") and agrees to deliver an affidavit at Closing reflecting that Seller is not such a foreign person and provide Seller's tax identification number ("Tax Affidavit").

(b) Seller has no actual knowledge of litigation pending against Seller or Property, and to Seller's actual knowledge, there is no litigation pending or threatened, which would affect the sale of the Property, and the Seller has received no official notice of any governmental proceedings, including without limitation, condemnation proceedings, that would impair Seller's ability to perform its obligations under the Contract.

(c) There is no right, title, interest or claim by a third party to ownership, right of possession, option to purchase, right of first refusal, lease, adverse possession, encroachment, boundary dispute, or claim of equitable ownership, concerning the Property.

(d) Seller is not a party to any agreements affecting the Property that shall be binding on Buyer at Closing, including, without limitation, leases, maintenance or service agreements, or license agreements. Seller shall not enter into any such agreements without prior disclosure to Buyer of the parties to and the terms and conditions of such agreements and Buyer's prior written consent thereof. To the extent any such agreements exist, Seller represents and warrants that all such agreements are terminable and Seller further covenants that it shall terminate, effective as of the date of Closing, any such agreements so that exclusive possession of the Property shall be delivered to Buyer at Closing.

(e) Seller has not received any notice of any action or proceeding relating to any hazardous material or notice of any release or threatened release thereof on, under or at the Property, nor does Seller have actual knowledge of any event, status or condition affecting the Property that may provide grounds for such action or proceeding relating to hazardous materials.

(f) Subject to Buyer's receipt of zoning approvals and a conditional use permit and the necessary governmental approvals, the operation of a dollar store on the Property is not a prohibited use under any recorded or unrecorded agreements or restrictions which affect the Property.

(g) Reserve A and Reserve B are platted for drainage, landscaping, open space and utilities confined to easements. Reserve A, B and C shall be owned and maintained by an Owner's Association to be formed within BATT INDUSTRIAL PARK ADDITION.

(h) The Property is platted and subdivided as a separately taxed lot.

4. **Seller's Documents.** Seller shall deliver to Buyer the following documents ("**Seller's Documents**") within **ten (10) days** after the Effective Date, to the extent in Seller's possession: any existing survey, environmental report, property condition report, soil or engineering reports, building plans and specifications, warranties, permits, current tax bill, and any other all reports, documents, and due diligence information pertaining to the Property.

5. **Title.** Within **three (3) business days** after the Effective Date, Buyer shall order a title insurance commitment (together with legible copies of all exception documents) from the Title Company ("**Title Commitment**"). The Title Commitment shall be for an ALTA extended owner's policy in a form acceptable to Buyer and shall commit to insure a marketable fee simple title subject to the requirements and exceptions set forth therein in the Buyer upon the recording of the deed in the amount of the purchase price. Buyer shall deliver to Seller its written objections to any matters shown or indicated in the Title Commitment or any survey obtained by Buyer prior to expiration of the Due Diligence Period. Title and survey matters not objected to in a timely manner shall be deemed "Permitted Exceptions" (defined hereafter). In the event Seller is unable or unwilling to cure or remove such objections to Buyer's reasonable satisfaction prior to Closing, Buyer may, at its option, terminate this Contract, or waive its objections and proceed to Closing. Seller agrees that it shall cause all prior mortgage liens, unpaid and delinquent taxes, judgment liens, mechanic's liens, if any, to be paid in full and released of record at Closing regardless of whether Buyer objects to same. Effective as of the date and time of recording of the Deed, there shall be issued to Buyer by the Title Company, an extended ALTA Owner's Title Insurance Policy ("**Title Policy**") for the Property in the amount of the Purchase Price. The Title Policy shall insure good and marketable fee simple title to the Property in Buyer as of the date the deed is recorded. The Title Policy shall contain as exceptions to title only those matters approved or waived by Buyer ("**Permitted Exceptions**") and having such affirmative endorsements as Buyer may request. The costs and expenses of the Title Commitment and Title Policy shall be paid by Buyer.

6. **Due Diligence.** Buyer shall have **one hundred twenty (120) days** after receipt of the Title Commitment and Seller's Documents to perform and complete all inspections, investigations, geotech and soil tests, and due diligence and to determine whether to purchase the Property ("**Due Diligence Period**"). Buyer may, at its option, terminate this Contract for any or no reason by delivering written notice to Seller at any time on or before 5:00 p.m. (Central Time) on or before the last day of the Due Diligence Period.

7. **Closing.** This Contract shall close no later than **thirty (30) days** after expiration of the Due Diligence Period, subject to satisfaction of the "Additional Conditions" below ("**Closing Date**"). The Closing shall occur in escrow at the Title Company. Seller and Buyer shall equally share all escrow fees and closing costs but Buyer shall be fully responsible for all fees and expenses in connection with its lender, any mortgage tax, and recording the Deed. Each party shall be responsible for and shall pay for its own legal fees. At Closing:

(a) Seller shall deliver to Buyer the following:

(i) A Special Warranty Deed in form acceptable to Buyer and Seller duly executed and acknowledged by Seller, conveying fee simple title to Buyer subject only to the Permitted Exceptions.

- (ii) Exclusive possession of the Property.
 - (iii) Owner's Affidavit required by the Title Company and the FIRPTA Tax Affidavit.
 - (iv) Seller's Certificate certifying to Buyer that all representations and warranties set forth in Section 3 above remain true and correct.
 - (vi) Such other documents as described in other provisions in this Contract.
- (b) Buyer shall deliver to Seller the following:
- (i) The consideration required pursuant to Section 2 above, in cash or by wire transfer, certified, or cashier's check in U.S. funds available immediately to Seller.
- (c) Notwithstanding anything to the contrary contained herein, Buyer shall have no obligation to close until satisfaction of the following "Additional Conditions":
- (i) Seller has filed of record at Closing a Covenant of Use Restrictions ("Covenant") in form mutually agreeable to Seller and Buyer, encumbering (1) any property owned by Seller within one-fifth (1/5) of a mile of the Property, if any, prohibiting such property from being used in the future as a Dollar General retail store, and (2) any property owned by Seller immediately adjacent to the Property prohibiting any noxious, offensive, immoral, illegal, or other parking intensive uses (provided, Buyer acknowledges that an RV/boat storage operation located 476' from the Property is not a violation), and (3) encumbering Reserve "A" of the Batt Industrial Park from any retail use for a period not to exceed fifteen (15) years after the Closing Date. The parties shall negotiate the form and scope of such Covenant during the Due Diligence Period. Buyer shall pay the recording fee for the Covenant. **The Covenant shall not apply to any existing businesses and is only intended to apply to future uses not currently in existence as of the date of this Contract.** The Covenant shall terminate fifteen (15) years after the Closing Date.
 - (ii) Buyer has obtained all necessary governmental approvals, zoning, and permits to construct the improvements and signage for its intended use.
 - (iii) Seller has constructed the Moulton Street spur to facilitate dual access points to the property as shown on **Exhibit B** attached hereto and made a part hereof.

8. **Entry on Property.** Buyer, its agents, employees, and representatives, are hereby granted the right to immediately enter on all or any portion of the Property for the purpose of making any structural, mechanical, engineering, geological, ecological, environmental, soil, surveying, appraisal, or other inspections, tests, or work as Buyer, in its discretion, may deem necessary or appropriate. Buyer agrees to indemnify and hold Seller harmless for all liabilities, damages and claims arising out of injury to persons or property as a result of Buyer's inspection and such indemnification shall survive closing.

9. **Prorations and Taxes.** Real property taxes, installments of current year assessments, and other operating income or expenses shall be prorated to the Closing, based upon actual days involved. Seller shall be responsible for all taxes, installments of special assessments, and any other charges and shall receive all income for any period which accrues prior to the date of Closing.

10. **Notices.** All notices, deliveries or other communications required or permitted to be given hereunder shall be in writing and shall be either (a) hand delivered, (b) mailed by registered or certified mail, postage prepaid, (c) sent by overnight delivery service, (d) sent by e-mail, as long as such e-mail transmission is confirmed as received by the transmission equipment or is followed the next business day by another permissible means of notice hereunder or confirmed by e-mail to the address set forth below. Notice shall be deemed given when received by the receiving party.

To Buyer: CBC Marion LLC
4706 Broadway, Suite 240
Kansas City, Missouri 64154
Attn: Dan Carr
E-mail: dcarr@usfpc.com

To Seller: City of Marion, Kansas
Attn: Mayor
208 E. Santa Fe Street
Marion, Kansas 66861
E-mail:

11. **Brokers.** The parties each represent and warrant to the other that no real estate broker, salesman or finder has been involved in this transaction. If any claim for brokerage fees in connection with this transaction is made by any other broker, salesman or finder claiming to have dealt through or on behalf of one of the parties hereto, such party shall indemnify, defend and hold harmless the other party hereunder from and against all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage fees. **THE PRINCIPALS OF BUYER ARE REAL ESTATE BROKERS/AGENTS LICENSED IN THE STATE OF MISSOURI.**

12. **Risk of Loss.** All risk of loss shall be borne by Seller until Closing. Seller agrees to give Buyer prompt notice of any fire or other casualty affecting the Property between the date hereof and Closing or of any actual or threatened taking or condemnation of all or any portion of the Property. If prior to the Closing there shall occur any such damage, or actual or threatened taking or condemnation, then in any such event Buyer may at its option terminate this Contract by notice to Seller within twenty (20) days after Buyer has received the notice referred to above or at the Closing, whichever is earlier. If Buyer does not so elect to terminate this Contract, then the Closing shall take place as provided herein without abatement of the Purchase Price, and there shall be assigned to Buyer at the Closing all of Seller's interest in and to all insurance proceeds or condemnation award.

13. **Default and Remedies.** If Seller defaults hereunder, Buyer may (a) terminate this Contract by written notice delivered to Seller at or prior to the Closing, and Seller shall be liable for and reimburse Buyer for Buyer's out of pocket expenses in connection with this Contract and Buyer's due diligence up to the date of termination; or (b) pursue an action for specific performance against Seller; or (c) in the event specific performance is not available to Buyer due to Seller wrongfully conveying the Property to a third party while this Contract is still in effect, Buyer may pursue an action for damages. The foregoing remedies are Buyer's sole and exclusive remedies. If Buyer defaults hereunder, Seller, as Seller's sole and exclusive remedy for such default, shall be entitled to terminate this Contract by written notice to Buyer as its sole remedy. If either Buyer or Seller obtains a judgment against the other party in connection with the enforcement of this Contract, reasonable attorney's fees incurred by the prevailing party, as fixed by the court, shall be included in such judgment and paid by the non-prevailing party.

14. **Exchange.** Each party hereby consents to the other party including this transaction as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code and agrees to reasonably cooperate with the other party, at no cost to the cooperating party, including the execution of any standard notices and consent forms required or permitted by law. The parties acknowledge and agree that assigning its rights to a third-party intermediary for purposes of effecting the exchange shall not release such party of

its obligations hereunder.

15. Miscellaneous. The parties acknowledge and agree that the following terms and conditions are a material part of this Contract:

(a) This Contract shall be governed by the laws of the State of Kansas. In the event any lawsuit is filed to enforce or interpret this Contract, the parties agree that the exclusive venue for such lawsuit shall be the state district court in the county and state where the Property is located.

(b) There are no prior or contemporaneous oral agreements, understanding, representations or promises made by either party which modify, contradict, or supersede this Contract. This Contract and the exhibits attached hereto constitute the entire agreement of the parties concerning the Property and may be modified only by a written agreement signed by both parties.

(c) Time is of the essence with respect to the date of Closing and performance of the obligation by each party.

(d) In the event any term, covenant, condition, or provision of this Contract is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, or provision is invalid, void, or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, or provision of this Contract.

(e) All terms of this Contract shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and assigns. Buyer may assign this Contract to a third party.

(f) When this Contract has been executed by both Buyer and Seller, it shall constitute a binding agreement to purchase and sell the Property upon the terms and conditions provided herein and Buyer and Seller agree to execute all instruments and documents and take all actions as may be reasonably necessary or required in order to consummate the purchase and sale of the Property as contemplated herein.

(g) This Contract may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute one agreement. Any signature on a copy of this Contract or any document necessary or convenient thereto sent by facsimile shall be binding upon transmission by facsimile and the facsimile copy may be utilized for the purposes of this Contract.

(h) In the event any critical date of performance falls on a Saturday, Sunday or legal holiday, the date of performance shall be deemed to be the immediately following business day.

(i) The parties acknowledge the Seller is "donating" this Property to Buyer and Buyer is not required to pay an earnest money deposit. Both parties agree this Contract is supported by good and sufficient consideration to create a legally binding contract.

IN WITNESS WHEREOF, the parties have made this Contract effective and affixed their signatures as of the dates set forth below. The last date below shall be the "Effective Date."

CBC Marion LLC

By _____
Daniel K. Carr, Manager

Date: November ____, 2021

City of Marion, Kansas

By _____
Name _____
Title _____

Date: November ____, 2021

RESOLUTION NO. 21-19

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF MARION, KANSAS AUTHORIZING THE APPROVAL OF A CONTRACT FOR SALE OF MUNICIPAL REAL ESTATE

RESOLVED, WHEREAS THE Governing Body of the City of Marion has determined that it is in the best interests of the City of Marion to enter into a contract for the sale of real property located in the Batt Industrial Park Lot 1 Block 3 commonly known as 826 N. Roosevelt St. Marion, Kansas with CBC Marion LLC; and

WHEREAS, the Governing Body of the City of Marion has taken the necessary steps under applicable law to arrange for the sale of said real property.

BE IT RESOLVED, by the Governing Body of the City of Marion that the terms of said sale are in the best interest of the City of Marion for the sale of said real property and the Governing Body designates and confirms that all necessary parties under the direction of the Mayor are granted the necessary authority to execute and deliver, and to witness (or attest), respectively, the Real Estate Sales Agreement and any related documents necessary to the consummation of the transaction contemplated by the Real Estate Sales Agreement;

BE IT FURTHER RESOLVED, that the City of Marion is authorized and directed to fulfill all obligations under the terms of the Real Estate Sales Agreement.

The agreed upon conditions of the sale shall include the buyer at their expense will obtain a Conditional Use Permit through the Planning & Zoning Commission for the parcel to allow for Retail Sales operations as defined by the City of Marion Zoning Regulations.

This sale shall be contingent upon successful acquisition of the Conditional Use Permit.

Resolution adopted and approved by the governing body of the City of Marion, Kansas this 1st day of November, 2021.

ATTEST:

By: _____
Tiffany Jeffrey, Clerk

By: _____
David Mayfield, Mayor

(Seal)