



COUNCIL MEETING AGENDA  
Monday February 7<sup>th</sup>, 2022 @ 4:30pm  
Community Center – **Lower Level**  
203 N. 3<sup>rd</sup>, Marion Kansas 66861

## 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 January 24<sup>th</sup> Public Hearing on Waterline Project.
  - Approval of the minutes of the January 24<sup>th</sup>, 2021 Regular City Council Meeting.
  - Approval of warrants in the amount of \$235,069.56.
  - Approval of payroll in the amount of \$31,666.38.
7. Resolution 22-03 – Modifications to Comprehensive Fee Schedule – Tiffany Jeffrey.
8. Resolution 22-04 – Modifications to Firefighter Compensation Program – Councilor Herbel.
9. Resolution 22-05 - Participation in State’s First Time Buyers Incentive Program – Roger Holter.
10. Approval of Maintenance Contract for Historic Water Tower – Roger Holter.
11. Follow-up Discussion to CMB suspension process – Roger Holter/Brian Bina.
12. Ordinance 1484 – Modifications Sanitary requirements in on-site consumption locations – Councilor Collett/Roger Holter.
13. Ordinance 1485 – Exemption for J.R. Hatters from Ord #1248 & KSA 41-710. – Roger Holter.
14. Airport Comprehensive Design – Darin Neufeld.
15. Approval of EBH Invoice for Airport Design & KDOT Aviation Draw-down Request – Tiffany Jeffrey.
16. Parking Regulation Change Recommendation – Margo Yates.
17. Ordinance 1486 – Modification to Marion Zoning Regulations – Roger Holter.
18. City Council’s Rezoning Request follow-up – Margo Yates.
19. Family Dollar Project Discussion – Roger Holter.
20. Renaissance Infrastructure Consulting Agreement – Roger Holter.
21. Citizen Communications & Official Publication Discussion – Mayor Mayfield.
22. Councilor, Department, & Staff Reports.
23. Public Forum (1)
24. 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) regarding pending litigation. Session to include Mayor, City Councilors, City Attorney, and City Administrator.
25. Motion to Adjourn Council Meeting.

Next Regular City Council Meeting for Tuesday February 22<sup>nd</sup>, 2022 @ 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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Public Hearing - Waterline Project  
Monday, January 24, 2022  
4:30 PM

The public hearing of the City Council for the City of Marion, Kansas was held Monday, January 24, 2022 at 203 N 3<sup>rd</sup>, Marion KS in the lower level at 4:30pm with David Mayfield presiding as Mayor and Council Members Zach Collett (via phone), Chris Costello, Ruth Herbel and Jerry Kline in attendance. Also, in attendance were: Clinton Jeffrey, Police Chief; Tiffany Jeffrey, City Clerk; Margo Yates, Parks & Recreation Director; Zach Strella, City Attorney; Tim Makovec, Utility Supervisor; Crystal Hinnen, Ranson Financial; Phyllis Zorn, Marion Record; Darin Neufeld, EBH Engineering; Ron Herbel, Joesie Reid and Margaret Wilson.

Call to Order: Mayfield called the public hearing to order at 4:30pm.

Project Narrative & Process: Crystal Hinnen advised that we are ready to close out the waterline project and hear any public comments on the project. Herbel asked why we did not utilize the full CDBG grant. Mayfield advised that the project came in under budget. Neufeld advised the reasoning is the CDBG grant is based entirely on the total bid and since the total loan value was lower than the initial bid it proportionally lowers the CDBG grant the same.

Public Comments: No public wished to comment.

Adjournment: Public hearing was adjourned at 4:32pm.

ATTEST: \_\_\_\_\_  
Tiffany Jeffrey, City Clerk

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David Mayfield, Mayor

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Regular Council Meeting  
Monday, January 24, 2022  
4:30 PM

The regular meeting of the City Council for the City of Marion, Kansas was held Monday, January 24, 2022 at 203 N 3<sup>rd</sup>, Marion KS in the lower level at 4:30pm with David Mayfield presiding as Mayor and Council Members Zach Collett (via phone), Chris Costello, Ruth Herbel and Jerry Kline in attendance. Also, in attendance were: Clinton Jeffrey, Police Chief; Tiffany Jeffrey, City Clerk; Margo Yates, Parks & Recreation Director; Zach Strella, City Attorney; Tim Makovec, Utility Supervisor; Crystal Hinnen, Ranson Financial; Phyllis Zorn, Marion Record; Darin Neufeld, EBH Engineering; Ron Herbel, Johsie Reid and Margaret Wilson.

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

Approval of agenda: Herbel moved to approve agenda; Kline seconded; motion carried 4-0.

Public Forum – Limited to Agenda Items: No public wished to address Council.

Consent Agenda: Herbel moved to approve consent agenda; Mayfield seconded; motion carried 4-0.

- Approval of the Minutes of the January 10, 2022 Regular City Council Meeting.
- Approval of Warrants in the amount of \$461,526.31. (2021- \$140,167.32 & 2022 - \$89,372.04, Water Project - \$231,986.95)
- Approval of payroll in the amount of \$31,666.38.
- Approval of Annual Financial Publication & December Treasurer Report.

Swearing in of Councilor Elect Mr. Costello: T. Jeffrey swore in Councilor elect Chris Costello.

Election of Vice Mayor/President of Council: Herbel moved to appoint Chris Costello as Vice Mayor; Mayfield seconded; motion carried 5-0.

Voting Delegate for Kansas Rural Water Association: T. Jeffrey presented that Frank Werner will attending the conference so the city would recommend Frank Werner as voting delegate and Jason Wheeler as alternate delegate. Herbel moved to approve; Kline seconded; motion carried 5-0.

USD 408 Support Payments: T. Jeffrey presented the two invoices from USD 408 in the amount of \$50,000 for the partial bond payment and \$18,000 for the pool expenses as set forth by the agreement. Mayfield moved to approve; Costello seconded; motion carried 5-0.

Renewal of Sewer Maintenance Program with Mayer: T. Makovec presented the sewer maintenance renewal with Mayer for the next three years and recommended approval. Mayfield moved to approve the sewer maintenance program with Mayer; Kline seconded; motion carried 5-0.

Approval of Final EBH Invoice dated January 3, 2022 on Waterline project: T. Jeffrey presented EBH invoice dated January 3, 2022 in the amount of \$16,105.44. Costello moved to approve; Herbel seconded; motion carried 5-0 with Collett abstained.

Approval of CDBG Grant closeout on Waterline replacement project: Crystal Hinnen presented the CDBG grant close out packet for the waterline replacement project. Costello moved to approve; Herbel seconded; motion carried 5-0.

Approval of Stop Stick Use policy for Police Department: Chief Jeffrey presented the stop stick use policy. He advised that we received a set of stop sticks through a state grant. Chief Jeffrey advised the policy was also reviewed by the City Attorney. Chief Jeffrey advised that they are looking to purchase two additional sets of stop sticks out of VIN funds this year. Herbel moved to approve; Collett seconded; motion carried 5-0.

Acquisition of Patrol Car Proposal: Chief Jeffrey provided three proposals in the packet for acquisition of a patrol car as budgeted. Chief Jeffrey recommended option 3 purchase with Midway Motors to purchase the patrol vehicle trade the two old cars in. The purchase price for the recommended option is \$12,799 less the trade ins and advised he would like to use the additional budgeted funds to purchase the necessary equipment for the new vehicle. Discussion held. Mayfield moved to purchase option #3 through Midway Motors; Costello seconded; motion 5-0.

CMB Appeal & Discussion request: Johsie Reid presented letter from Valley United Methodist Church supporting her desire to serve cereal malt beverages in her business which is within 300 feet of the church. Redi provided clarification and advised that she just wanted to utilize the back door and have access to the back of the building, not the alleyway and she will rope off the doorway, if necessary, when the doors are open. Reid advised that she is not open after 3pm unless there is a special event. Reid provided clarification that the backroom in her business is a sitting area where her customers can sit and relax while they wait for their hat service. Herbel advised that City Code states her location does not allow for taverns. Discussion held. Nikki Reid arrived at 5:13pm and joined the discussion and advised that the beverages will not leave the building. The purpose is to allow the backdoor and garage door open. Discussion held. Costello moved grant a waiver for good cause shown to the governing body (City Code 3-102(d)); Mayfield seconded; Collett clarified that by doing this, this will give her CMB back today. Chief Jeffrey advised that as of noon today it is suspended. Zach Strella agreed with the Council action that would nullify the suspension. Motion carried 4-1 with Herbel opposed.

Mayoral & Council Report: Herbel advised to Johsie Reid that she is not against this, she did vote against it but she just thinks that the rules need to be followed.

Administrator Report: Not present.

Parks & Recreation Report: Nothing further to report.

City Clerk Report: Nothing further to report.

Police Chief Report: Nothing further to report.

City Attorney Report: Strella advised that he looks over the Council packets when sent and makes sure everything aligns and does research on the things, he feels necessary but asked Council that if they have State Statutes or specific things, they wish for his legal review to just let him know.

Public Works Report: Not present.

Economic Development Report: Not present.

Public Forum: No public wished to address Council.

Adjournment: Kline moved to adjourn meeting at 5:32pm; Mayfield seconded; motion carried 5-0.

ATTEST: \_\_\_\_\_  
Tiffany Jeffrey, City Clerk

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David Mayfield, Mayor

**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.									
FEB 2022	1	2/07/22	1/24/22	FEBRUARY 2022 JUDGE FEE	200.00	01	01-85-5001	LIQ	1
				INVOICE TOTAL	200.00				
				VENDOR TOTAL	200.00				
171 AFLAC									
JAN 2022	1	2/07/22	1/27/22	JANUARY 2022 PREMIUM	57.20	256	02-00-2456	LIQ	1
	2			JANUARY 2022 PREMIUM	60.00	156	E-PAYMNT 1308418 2/07/22 01-00-2456	LIQ	1
	3			JANUARY 2022 PREMIUM	22.70	156	E-PAYMNT 1308418 2/07/22 01-00-2456	LIQ	1
	4			JANUARY 2022 PREMIUM	26.92	156	E-PAYMNT 1308418 2/07/22 01-00-2456	LIQ	1
	5			JANUARY 2022 PREMIUM	26.92	256	E-PAYMNT 1308418 2/07/22 02-00-2456	LIQ	1
	6			JANUARY 2022 PREMIUM	26.52	156	E-PAYMNT 1308418 2/07/22 01-00-2456	LIQ	1
	7			JANUARY 2022 PREMIUM	52.76	256	E-PAYMNT 1308418 2/07/22 02-00-2456	LIQ	1
				INVOICE TOTAL	273.02		E-PAYMNT 1308418 2/07/22		
				VENDOR TOTAL	273.02				
853 ANIMAL HEALTH CENTER, INC									
1/2022	1	2/07/22	1/24/22	1/19 HUNTING DOG	18.00	01	01-00-5085	LIQ	1
				INVOICE TOTAL	18.00				
				VENDOR TOTAL	18.00				
1370 APAC, INC. - SHEARS									
INV #8001852875	1	2/07/22	1/27/22	HIGH PERFORMANCE COLD MIX	1,124.20	01	01-10-5277	LIQ	1
				INVOICE TOTAL	1,124.20				
				VENDOR TOTAL	1,124.20				
4 AT & T									
1/13/22-2/12	1	2/07/22	1/13/22	620-382-2150	8.31	01	01-16-5015	LIQ	1
				INVOICE TOTAL	8.31		E-PAYMNT 1308419 2/07/22		
SERVICE AT WATER TOWER									
1/25-2/24/22	1	2/07/22	1/25/22		74.49	02	02-02-5015	LIQ	1
				INVOICE TOTAL	74.49				
				VENDOR TOTAL	82.80				
522 CARLSONS' GROCERY									
2/2022	1	2/07/22	2/01/22	WATER 24CT	17.45	01	01-10-5021	LIQ	1
	2			TP&PT FOR COMMUNITY CENTER	265.00	01	01-05-5020	LIQ	1
	3			WATER 24 CT	34.90	01	01-10-5010	LIQ	1
				INVOICE TOTAL	317.35				

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
				VENDOR TOTAL	317.35				
				1279 CHENEY DOOR COMPANY					
INV #0414608	1	2/07/22	1/26/22	SERVICE & LUBE ALL BAY DOORS	65.00	01	01-10-5021	LIQ	1
	2			ROLLER 2" NYLON-BALL BEARING	14.00	01	01-10-5021	LIQ	1
	3			LUBE & OIL COMMERCIAL	180.00	01	01-10-5021	LIQ	1
	4			LABOR	60.00	01	01-10-5021	LIQ	1
	5			TRIP CHARGE	197.14	01	01-10-5021	LIQ	1
				INVOICE TOTAL	516.14				
				VENDOR TOTAL	516.14				
				1931 CINTAS CORPORATION #451					
INV#4108106209	1	2/07/22	1/25/22	3X5TRAC MAT	16.50	01	01-10-5021	LIQ	1
	2			SHOP TOWELS & SERVICE CHARGE	25.08	01	01-10-5021	LIQ	1
	3			SHOP TOWELS & SERVICE CHARGE	25.08	02	02-01-5021	LIQ	1
	4			SHOP TOWELS & SERVICE CHARGE	25.08	02	02-04-5021	LIQ	1
				INVOICE TOTAL	91.74				
				VENDOR TOTAL	91.74				
				1086 CITY OF MARION					
1/2022	1	2/07/22	2/02/22	CEMETERY UTILITIES	109.06	01	01-30-5015	LIQ	1
	2			CITY HALL UTILITIES	1,167.14	01	01-05-5015	LIQ	1
	3			JIA UTILITIES	47.00	01	01-90-5015	LIQ	1
	4			FIRE UTILITIES	75.27	01	01-65-5015	LIQ	1
	5			PARK UTILITIES	553.87	01	01-15-5015	LIQ	1
	6			POLICE UTILITIES	42.50	01	01-14-5015	LIQ	1
	7			SEWER UTILITIES	875.24	02	02-03-5015	LIQ	1
	8			S&A UTILITIES	39.91	01	01-10-5015	LIQ	1
	9			WATER DIST UTILITIES	39.91	02	02-01-5015	LIQ	1
	10			ELECTRIC UTILITIES	147.59	02	02-04-5015	LIQ	1
	11			STREET LIGHT UTILITIES	2,409.53	02	02-04-5014	LIQ	1
	12			WATER PLANT UTILITIES	1,548.45	02	02-02-5015	LIQ	1
	13			MUSEUM UTILITIES	48.12	01	01-25-5015	LIQ	1
				INVOICE TOTAL	7,103.59				
				VENDOR TOTAL	7,103.59				
				422 CENTRAL NAT'L BANK					
FEB 2022	1	2/07/22	1/24/22	FEB 2022 828 N ROOSEVELT	1,555.95	01	01-50-5362	LIQ	1
							E-PAYMNT 1308420 2/07/22		
				INVOICE TOTAL	1,555.95				
				VENDOR TOTAL	1,555.95				
				1051 CONTINENTAL RESEARCH CORPORATI					
INV#0032782	1	2/07/22	1/25/22	BACTO DOSE (100 PER CS)	1,150.00	02	02-03-5310	LIQ	1
	2			SHIPPING CHARGES	36.28	02	02-03-5310	LIQ	1
				INVOICE TOTAL	1,186.28				
				VENDOR TOTAL	1,186.28				

1024 CORE & MAIN LP

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
INV #Q227902	1	2/07/22	1/24/22	1024 CORE & MAIN LP SCHONSTEDT MAGGIE MAG LOCATOR	950.00	02	02-01-5021	LIQ	1
	2			FREIGHT	20.16	02	02-01-5021	LIQ	1
				INVOICE TOTAL	970.16				
				VENDOR TOTAL	970.16				
INV #851730-2	1	2/07/22	1/26/22	3845 DUTTON-LAINSON COMPANY FORM 2S CLASS 240V R400 HP MET	793.00	02	02-04-5020	LIQ	1
				INVOICE TOTAL	793.00				
				VENDOR TOTAL	793.00				
INV#8100008665	1	2/07/22	1/26/22	3423 EUROFINS EATON ANALYTICAL, INC MONTHLY BROMATE	100.00	02	02-02-5012	LIQ	1
				INVOICE TOTAL	100.00				
				VENDOR TOTAL	100.00				
12/29-1/30/2022	1	2/07/22	1/31/22	451 EVERGY ACCT #9412175046	39.11	02	02-04-5015	LIQ	1
	2			ACCT #2726138167	37.59	02	E-PAYMNT 1308421 2/07/22 02-04-5015	LIQ	1
	3			ACCT #2342113448	25.33	02	E-PAYMNT 1308421 2/07/22 02-04-5015	LIQ	1
				INVOICE TOTAL	102.03		E-PAYMNT 1308421 2/07/22		
				VENDOR TOTAL	102.03				
1/2022	1	2/07/22	2/01/22	35 FLINT HILLS R.E.C.A. SIGN AT HWY 56 & TIMBER RD	44.36	02	02-04-5014	LIQ	1
	2			1825 UPLAND	135.23	01	E-PAYMNT 1308422 2/07/22 01-16-5015	LIQ	1
	3			SIGN HWY 77/RENTAL LITE	10.57	02	E-PAYMNT 1308422 2/07/22 02-04-5014	LIQ	1
	4			PUMP STATION/MARION RES	217.50	02	E-PAYMNT 1308422 2/07/22 02-02-5015	LIQ	1
	5			STREET LIGHTS/HARRIS HT	256.47	02	E-PAYMNT 1308422 2/07/22 02-04-5015	LIQ	1
				INVOICE TOTAL	664.13		E-PAYMNT 1308422 2/07/22		
			VENDOR TOTAL	664.13					
INV#199762	1	2/07/22	1/26/22	1250 FRONTIER BAG 40,000 CLEAR PLASTIC BAGS	9,984.00	02	02-06-5480	LIQ	1
				INVOICE TOTAL	9,984.00				
				VENDOR TOTAL	9,984.00				
INV#91499141	1	2/07/22	1/24/22	3750 HAMPEL OIL 100 LL AVIATION FUEL TW	2,103.75	01	01-16-5303	LIQ	1
	2			FEDERAL TAX & LIABILITY FEE	98.05	01	01-16-5303	LIQ	1

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	CK SQ
				INVOICE TOTAL	2,201.80				
				VENDOR TOTAL	2,201.80				
INV #6107639	1	2/07/22	1/21/22	3208 HAWKINS INC. 150 LB CHLORINE CYLINDER	35.00	02	02-02-5310	LIQ	1
				INVOICE TOTAL	35.00				
				VENDOR TOTAL	35.00				
1/2022	1	2/07/22	1/31/22	66 HOCH PUBLISHING CO INC. LAND BANK ANNUAL PUBLICATION	49.85	11	11-00-5028	LIQ	1
	2			PROJECT PERFORM PUBLIC HRG	199.35	26	26-00-5165	LIQ	1
	3			4TH QTR PUBLICATION	363.80	01	01-00-5028	LIQ	1
	4			P&Z PUBLIC HEARING	49.85	01	01-12-5028	LIQ	1
				INVOICE TOTAL	662.85				
				VENDOR TOTAL	662.85				
01/18/2022	1	2/07/22	1/18/22	1241 KANSAS EMPLOYMENT SECURITY FUN A.SHULTS UNEMPLOYMENT	2,275.51	01	01-55-5001	LIQ	1
				INVOICE TOTAL	2,275.51				
				VENDOR TOTAL	2,275.51				
INV #2010358	1	2/07/22	2/07/22	461 KANSAS ONE-CALL SYSTEM, INC JANUARY 2022 LOCATE FEES	9.20	02	02-01-5042	LIQ	1
	2			JANUARY 2022 LOCATE FEES	9.20	02	02-03-5042	LIQ	1
	3			JANUARY 2022 LOCATE FEES	9.20	02	02-04-5042	LIQ	1
				INVOICE TOTAL	27.60				
				VENDOR TOTAL	27.60				
1/2022	1	2/07/22	2/01/22	3345 KARSTETTER & KLEENDA, LLC 1/5/22 CITY ATTORNEY FEE	15.00	01	01-00-5350	LIQ	1
	2			1/6/22 CITY ATTORNEY FEE	225.00	01	01-00-5350	LIQ	1
	3			1/7/22 CITY ATTORNEY FEE	150.00	01	01-12-5040	LIQ	1
	4			1/10/22 CITY ATTORNEY FEE	345.00	01	01-00-5350	LIQ	1
	5			1/11/22 CITY ATTORNEY FEE	45.00	01	01-00-5350	LIQ	1
	6			1/14/22 CITY ATTORNEY FEE	30.00	01	01-00-5350	LIQ	1
	7			1/19/22 CITY ATTORNEY FEE	22.50	01	01-00-5350	LIQ	1
	8			1/19/22 CITY ATTORNEY FEE	22.50	01	01-12-5040	LIQ	1
	9			1/19/22 CITY ATTORNEY FEE	45.00	01	01-00-5350	LIQ	1
	10			1/20/22 CITY ATTORNEY FEE	30.00	01	01-00-5350	LIQ	1
	11			1/21/22 CITY ATTORNEY FEE	105.00	01	01-00-5350	LIQ	1
	12			1/24/22 CITY ATTORNEY FEE	225.00	01	01-00-5350	LIQ	1
	13			1/25/22 CITY ATTORNEY FEE	90.00	01	01-00-5350	LIQ	1
	14			1/26/22 CITY ATTORNEY FEE	405.00	01	01-00-5350	LIQ	1
	15			1/27/22 CITY ATTORNEY FEE	90.00	01	01-00-5350	LIQ	1
	16			1/28/22 CITY ATTORNEY FEE	60.00	01	01-00-5350	LIQ	1
				INVOICE TOTAL	1,905.00				
				VENDOR TOTAL	1,905.00				



**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
01182022	1	2/07/22	1/18/22	3348 KDHE-BUREAU OF WATER WATER LINE PROJECT INTEREST	20,127.68	02	02-01-5155	LIQ	1
				INVOICE TOTAL	20,127.68				
8/1-1/31/22	1	2/07/22	2/07/22	WATER METER PRINCIPAL	5,962.00	02	02-01-5152	LIQ	1
	2			WATER METER INTEREST	124.76	02	02-01-5152	LIQ	1
	3			WATER METER SERVICE FEE	20.99	02	02-01-5152	LIQ	1
				INVOICE TOTAL	6,107.75				
				VENDOR TOTAL	26,235.43				
2021 TAX	1	1/31/22	1/31/22	1242 KS DEPT OF REVENUE 2021 COMP USE TAX	1,052.71	02	02-04-5021 E-PAYMNT 1308417 1/31/22	LIQ	1
				INVOICE TOTAL	1,052.71				
				VENDOR TOTAL	1,052.71				
4TH QTR 2021	1	2/07/22	2/02/22	1371 KS DEPT OF REVENUE 4TH QTR WATER PROTECTION FEE	338.27	02	02-02-5462	LIQ	1
	2			4TH QTR DRINKING WATER FEE	317.13	02	02-02-5462	LIQ	1
				INVOICE TOTAL	655.40				
				VENDOR TOTAL	655.40				
INV #5482	1	2/07/22	2/02/22	3890 LED EQUIPPED A-1442-RED/BLUE,A-1375-WHITE	1,398.37	10	10-00-5062	LIQ	1
				INVOICE TOTAL	1,398.37				
				VENDOR TOTAL	1,398.37				
2/2022	1	2/07/22	2/01/22	3682 LIBERTY NATIONAL FEBRUARY 2022 PREMIUM	12.00	0145	01-00-2445 E-PAYMNT 1308423 2/07/22	LIQ	1
	2			FEBRUARY 2022 PREMIUM	180.09	0245	02-00-2445 E-PAYMNT 1308423 2/07/22	LIQ	1
				INVOICE TOTAL	192.09				
				VENDOR TOTAL	192.09				
1/21/2022	1	2/07/22	1/26/22	1423 LOCKE SUPPLY 2 HNDL L/SPR HIGH ARC/LEVER	110.88	01	01-05-5259	LIQ	1
	2			3/4"3X4" POLY ALLOY COUPLING	26.25	01	01-05-5259	LIQ	1
	3			3/4"CRIMP RING SDR-9 PEX SIOUX	74.00	01	01-05-5259	LIQ	1
	4			3/4"PEX X 3/4" FEMALE BRASS AP	40.80	01	01-05-5259	LIQ	1
	5			3/4" PEX X 3/4" MIP ADAPTER LF	39.84	01	01-05-5259	LIQ	1
	6			3/4" PEX BALL VALVE LF SDR9 ME	100.96	01	01-05-5259	LIQ	1
	7			3/4"CRIMP X 3/4"CRIMP INSERT E	176.00	01	01-05-5259	LIQ	1
	8			3/4" X20 WHITE RIIFO PEX-B TUB	113.84	01	01-05-5259	LIQ	1
	9			KT-DDWLEDT8-4-2L 4' 2LT LED WR	114.38	01	01-05-5259	LIQ	1
	10			KT-LED15T8-48GC-850-DX2 4'	42.68	01	01-05-5259	LIQ	1
	11			14.6 NYLON CABLE TIE 50#	26.12	01	01-05-5259	LIQ	1
	12			VACUUM BREAKER KIT	8.36	01	01-05-5259	LIQ	1
	13			3/4"X1/2"X1/2 POLY ALLOY TEE	9.52	01	01-05-5259	LIQ	1

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	TYPE	CK SQ
	14			3/4"X1/2" CPLG POLY ALLOY FORP	4.36	01	01-05-5259	LIQ	1
	15			3/4"X1/2'X3/4" INSERT TEE USA	24.76	01	01-05-5259	LIQ	1
	16			3/4"X1/2" CPLG POLY ALLOY FOR	41.52	01	01-05-5259	LIQ	1
	17			DELTA SERVICE SINK FAUCET	96.39	01	01-05-5259	LIQ	1
	18			BASIN NUT WRENCH	26.96	01	01-05-5259	LIQ	1
				INVOICE TOTAL	1,077.62				
				VENDOR TOTAL	1,077.62				
				3873 M&T CLEANING					
INV #105	1	2/07/22	2/03/22	1/26 CLEAN AUD,RR,ENTRY,VAC OF	140.00	01	01-05-5259	LIQ	1
	2			2/2 CLEAN AUD/BATHROOMS,ENTRY	100.00	01	01-05-5259	LIQ	1
				INVOICE TOTAL	240.00				
				VENDOR TOTAL	240.00				
				68 MARION AUTO SUPPLY					
1/2022	1	2/07/22	1/24/22	BATTERY	54.02	01	01-65-5411	LIQ	1
	2			BATTERY	145.00	01	01-65-5401	LIQ	1
	3			BATTERY TERMBRUSH	12.00	01	01-65-5401	LIQ	1
	4			PWR SVC DIESEL,KEY,HAMMER,WAFL	149.62	01	01-10-5020	LIQ	1
	5			BELT,BATTERY,PWR STEERING,ADAP	113.30	01	01-10-5020	LIQ	1
	6			SP PLUG,FUEL FIL,TUBING,MISC	34.06	01	01-10-5020	LIQ	1
	7			PWR BITS,DEF,HOSE,ADAP,CPLG,AD	129.50	01	01-10-5020	LIQ	1
	8			MARKER,FUEL FIL,BSTR CBL,ALT	377.15	01	01-10-5020	LIQ	1
	9			ANTIFR,OIL DRY,DIE FUEL,PWR SV	217.22	01	01-10-5020	LIQ	1
	10			BATT,OIL,STRAP,SUP STAC,SGALBU	292.84	01	01-10-5020	LIQ	1
	11			SCREW KIT,ANTIFR,GAUGE REP,PUM	420.25	01	01-10-5020	LIQ	1
	12			WELDING HEL,PUNCH,PLIERS,BAGSE	348.08	01	01-10-5020	LIQ	1
				INVOICE TOTAL	2,293.04				
				VENDOR TOTAL	2,293.04				
				145 MARION CITY LIBRARY					
#1 APP 2022	1	2/07/22	2/02/22	APPROPRIATION TO LIBRARY	46,917.00	17	17-00-5033	LIQ	1
				INVOICE TOTAL	46,917.00				
				VENDOR TOTAL	46,917.00				
				1932 MARION CO. TRANSFER STATION					
1/2022	1	2/07/22	1/31/22	1/14 RECYCLING TICKET #788903	232.06	02	02-06-5040	LIQ	1
	2			1/28 RECYCLING TICKET #788912	129.56	02	02-06-5040	LIQ	1
				INVOICE TOTAL	361.62				
				VENDOR TOTAL	361.62				
				3425 MARION COUNTY HARDWARE					
01262022	1	2/07/22	2/01/22	ACE BOX NAIL 10D 3" 1#	4.99	01	01-15-5020	LIQ	1
				INVOICE TOTAL	4.99				
				VENDOR TOTAL	4.99				
				1470 MARION COUNTY IMP. DIST. NO. 2					
1/16/2022	1	2/07/22	1/16/22	WATER AT AIRPORT	31.11	01	01-16-5015	LIQ	1

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
				INVOICE TOTAL	31.11				
				VENDOR TOTAL	31.11				
1/3/2022				419 MARION USD 408					
	1	2/07/22	1/26/22	HALF ANNUAL POOL ASSESSMENT	50,000.00	01	01-20-5021	LIQ	1
	2			SEMI-ANNUAL POOL EXPENSES	18,000.00	01	01-20-5022	LIQ	1
				INVOICE TOTAL	68,000.00				
				VENDOR TOTAL	68,000.00				
INV #24988902				3576 MATHESON TRI-GAS INC.					
	1	2/07/22	1/31/22	TELEMETRY SYSTEM-LOX	263.54	02	02-02-5046	LIQ	1
				INVOICE TOTAL	263.54				
				VENDOR TOTAL	263.54				
INV #1755028				363 MURPHY TRACTOR & EQUIPMENT CO.					
	1	2/07/22	1/26/22	LOCK,PIN FASTENER,TOOTH,TOOTH	326.72	02	02-01-5401	LIQ	1
				INVOICE TOTAL	326.72				
				VENDOR TOTAL	326.72				
INV #6-8-95830				3869 NORTH CENTRAL AIR INC.					
	1	2/07/22	1/28/22	CHECK VALVE	27.00	02	02-02-5406	LIQ	1
	2			PRESSURE SWITCH	36.00	02	02-02-5406	LIQ	1
	3			TUK CANISTER	21.00	02	02-02-5406	LIQ	1
	4			SERVICE CALL LABOR	100.00	02	02-02-5406	LIQ	1
				INVOICE TOTAL	184.00				
				VENDOR TOTAL	184.00				
01/25/2022				3069 QUILL CORPORATION					
	1	2/07/22	1/25/22	INV #22636615-QB HD DRING VIEW	15.49	01	01-05-5020	LIQ	1
	2			INV #22553792-KLEENEX	5.49	01	01-05-5020	LIQ	1
	3			INV #22553792-KLEENEX	5.49	01	01-55-5020	LIQ	1
	4			INV #22553792-EPSON INK	25.34	01	01-10-5020	LIQ	1
	5			INV #22553792-EPSON INK	25.33	02	02-01-5020	LIQ	1
	6			INV #22553792-EPSON INK	25.32	02	02-04-5020	LIQ	1
	7			INV #22553792-PERM MARKER	.10	01	01-05-5020	LIQ	1
	8			INV #22553792-SHEARS,BIC ROUND	.20	01	01-05-5020	LIQ	1
	9			INV #22553792-NTBK,CLOROX WIPE	42.09	01	01-05-5020	LIQ	1
	10			INV #22553792-DIS SPRAY,COFFEE	32.57	01	01-05-5020	LIQ	1
	11			INV #22553792-STICKY NOTES	27.99	01	01-00-5020	LIQ	1
	12			INV #22553792-SHT PROTECTORS	16.49	01	01-00-5020	LIQ	1
	13			INV #22591595-1/3 CUT FOLDERS	27.99	01	01-00-5020	LIQ	1
	14			INV #22591595-MESH WALL FILE	7.43	01	01-10-5020	LIQ	1
	15			INV #22591595-MESH WALL FILE	7.43	02	02-01-5020	LIQ	1
	16			INV #22591595-MESH WALL FILE	7.43	02	02-04-5020	LIQ	1
				INVOICE TOTAL	272.18				
				VENDOR TOTAL	272.18				

1685 ROBINSON TRUCKING

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
1685 ROBINSON TRUCKING									
INV #3007	1	2/07/22	1/17/22	3/4 SCALPINGS, 2" CLEAN, 11/2RDST	2,266.02	26	26-00-5190	LIQ	1
	2			FREIGHT	1,122.12	26	26-00-5190	LIQ	1
	3			FILL SAND	71.23	01	01-10-5270	LIQ	1
	4			FREIGHT	113.96	01	01-10-5270	LIQ	1
	5			SALT	398.54	01	01-10-5270	LIQ	1
				INVOICE TOTAL	3,971.87				
				VENDOR TOTAL	3,971.87				
1788 ROD'S TIRE & SERVICE, INC.									
INV #256792	1	2/07/22	2/01/22	RETREAD D4310/PTT/RT RETREAD C	231.75	01	01-10-5456	LIQ	1
				INVOICE TOTAL	231.75				
				VENDOR TOTAL	231.75				
3891 RUSH TRUCK CENTER									
INV #409401712	1	2/07/22	1/28/22	TUBE LWR RAD HOS, FREIGHT	342.51	01	01-10-5456	LIQ	1
				INVOICE TOTAL	342.51				
				VENDOR TOTAL	342.51				
343 STATE TREASURER									
01/2022	1	2/07/22	2/02/22	JANUARY 2022 JBE	7.00	01	01-00-2802	LIQ	1
	2			JANUARY 2022 KLETC	157.50	01	01-00-2801	LIQ	1
				INVOICE TOTAL	164.50				
				VENDOR TOTAL	164.50				
680 SUFFIELD HTG. CLG. & PLBG									
INV #11850	1	2/07/22	1/31/22	BLOWER MOTOR	255.00	01	01-05-5259	LIQ	1
	2			FLUME SENSOR	28.50	01	01-05-5259	LIQ	1
	3			CAP	10.50	01	01-05-5259	LIQ	1
				INVOICE TOTAL	294.00				
				VENDOR TOTAL	294.00				
3827 U.S. CELLULAR									
INV #0485915156	1	2/07/22	1/16/22	620-381-0015	46.91	01	01-00-5089	LIQ	1
	2			620-381-0019	46.91	01	E-PAYMNT 1308424 2/07/22 01-55-5089	LIQ	1
	3			620-381-0525	46.91	01	E-PAYMNT 1308424 2/07/22 01-14-5030	LIQ	1
	4			620-381-0566	46.91	01	E-PAYMNT 1308424 2/07/22 01-14-5030	LIQ	1
	5			620-381-0592	46.91	01	E-PAYMNT 1308424 2/07/22 01-11-5089	LIQ	1
	6			620-381-0625	46.91	01	E-PAYMNT 1308424 2/07/22 01-14-5030	LIQ	1
	7			620-381-0636	46.91	01	E-PAYMNT 1308424 2/07/22 01-14-5030	LIQ	1
	8			620-381-1144	46.91	02	E-PAYMNT 1308424 2/07/22 02-04-5089	LIQ	1

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	9			620-381-1147	46.91	02	02-03-5089	LIQ	1
	10			620-381-1157	46.91	01	E-PAYMNT 1308424 2/07/22 01-10-5089	LIQ	1
	11			620-381-1241	46.91	01	E-PAYMNT 1308424 2/07/22 01-14-5030	LIQ	1
	12			620-381-1254	46.91	02	E-PAYMNT 1308424 2/07/22 02-04-5089	LIQ	1
	13			620-381-1267	46.91	01	E-PAYMNT 1308424 2/07/22 01-10-5089	LIQ	1
	14			620-381-1270	46.91	01	E-PAYMNT 1308424 2/07/22 01-10-5089	LIQ	1
	15			620-381-1285	46.91	01	E-PAYMNT 1308424 2/07/22 01-55-5089	LIQ	1
	16			620-381-1300	46.91	01	E-PAYMNT 1308424 2/07/22 01-10-5089	LIQ	1
	17			620-381-1354	46.91	02	E-PAYMNT 1308424 2/07/22 02-04-5089	LIQ	1
	18			620-381-1361	46.91	02	E-PAYMNT 1308424 2/07/22 02-04-5089	LIQ	1
	19			620-381-1367	46.91	02	E-PAYMNT 1308424 2/07/22 02-04-5089	LIQ	1
	20			620-381-1371	46.91	01	E-PAYMNT 1308424 2/07/22 01-00-5089	LIQ	1
	21			620-381-1377	46.91	02	E-PAYMNT 1308424 2/07/22 02-02-5089	LIQ	1
	22			620-381-1378	46.91	02	E-PAYMNT 1308424 2/07/22 02-02-5089	LIQ	1
	23			620-381-1419	46.91	02	E-PAYMNT 1308424 2/07/22 02-06-5089	LIQ	1
	24			620-381-1498	46.91	02	E-PAYMNT 1308424 2/07/22 02-06-5089	LIQ	1
	25			620-382-2651	46.91	02	E-PAYMNT 1308424 2/07/22 02-06-5089	LIQ	1
	26			620-382-6670	46.91	02	E-PAYMNT 1308424 2/07/22 02-04-5089	LIQ	1
	27			620-382-6671	46.91	02	E-PAYMNT 1308424 2/07/22 02-01-5089	LIQ	1
				INVOICE TOTAL	1,266.57				
				VENDOR TOTAL	1,266.57				
12/20-1/19/22				1192 VERIZON WIRELESS					
	1	2/07/22	1/19/22	620-381-0212	28.50	01	01-00-5015	LIQ	1
	2			620-381-0309	29.40	01	E-PAYMNT 1308425 2/07/22 01-00-5015	LIQ	1
	3			620-381-0647	28.50	01	E-PAYMNT 1308425 2/07/22 01-00-5015	LIQ	1
	4			620-381-0928	29.40	01	E-PAYMNT 1308425 2/07/22 01-00-5015	LIQ	1
	5			620-381-0967	28.50	01	E-PAYMNT 1308425 2/07/22 01-11-5015	LIQ	1
	6			620-381-3101	24.29	01	E-PAYMNT 1308425 2/07/22 01-14-5015	LIQ	1

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	7			620-381-3240	28.50	01	E-PAYMNT 1308425 2/07/22 01-16-5015	LIQ	1
	8			620-381-4043	24.13	01	E-PAYMNT 1308425 2/07/22 01-75-5015	LIQ	1
	9			620-382-2355	28.50	02	E-PAYMNT 1308425 2/07/22 02-02-5015	LIQ	1
	10			620-382-2442	24.13	01	E-PAYMNT 1308425 2/07/22 01-75-5015	LIQ	1
	11			620-382-2561	9.50	02	E-PAYMNT 1308425 2/07/22 02-04-5015	LIQ	1
	12			620-382-2561	9.50	02	E-PAYMNT 1308425 2/07/22 02-01-5015	LIQ	1
	13			620-382-2561	9.50	01	E-PAYMNT 1308425 2/07/22 01-10-5015	LIQ	1
	14			620-382-3425	30.30	01	E-PAYMNT 1308425 2/07/22 01-55-5015	LIQ	1
	15			620-382-3732	8.04	01	E-PAYMNT 1308425 2/07/22 01-10-5015	LIQ	1
	16			620-382-3732	8.04	02	E-PAYMNT 1308425 2/07/22 02-01-5015	LIQ	1
	17			620-382-3732	8.05	02	E-PAYMNT 1308425 2/07/22 02-04-5015	LIQ	1
	18			620-382-3770	9.50	01	E-PAYMNT 1308425 2/07/22 01-10-5015	LIQ	1
	19			620-382-3770	9.50	02	E-PAYMNT 1308425 2/07/22 02-01-5015	LIQ	1
	20			620-382-3770	9.50	02	E-PAYMNT 1308425 2/07/22 02-04-5015	LIQ	1
	21			620-382-3833	28.50	01	E-PAYMNT 1308425 2/07/22 01-65-5015	LIQ	1
	22			620-382-3993	24.13	01	E-PAYMNT 1308425 2/07/22 01-00-5015	LIQ	1
	23			620-382-9134	28.50	01	E-PAYMNT 1308425 2/07/22 01-25-5015	LIQ	1
				INVOICE TOTAL	466.41		E-PAYMNT 1308425 2/07/22		
				VENDOR TOTAL	466.41				
INV #12130020	1	2/07/22	1/25/22	3841 VISION CARE DIRECT FEBRUARY 2022 PREMIUM	23.12	157	01-00-2457 E-PAYMNT 1308426 2/07/22	LIQ	1
	2			FEBRUARY 2022 PREMIUM	25.46	257	02-00-2457 E-PAYMNT 1308426 2/07/22	LIQ	1
	3			FEBRUARY 2022 PREMIUM	11.56	257	02-00-2457 E-PAYMNT 1308426 2/07/22	LIQ	1
				INVOICE TOTAL	60.14				
				VENDOR TOTAL	60.14				
02/2022	1	2/07/22	2/01/22	3314 VYVE BROADBAND BUSINESS BASIC PHONE	30.99	01	01-16-5015 E-PAYMNT 1308428 2/07/22	LIQ	1
	2			911 FEE	.90	01	01-16-5015	LIQ	1

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	3			COST RECOVERY FEE	1.00	01	E-PAYMNT 1308428 2/07/22 01-16-5015	LIQ	1
	4			FED & ST TAXES	6.54	01	E-PAYMNT 1308428 2/07/22 01-16-5015	LIQ	1
				INVOICE TOTAL	39.43		E-PAYMNT 1308428 2/07/22		
2/2022	1	2/07/22	2/01/22	INTERNET AT MUSEUM	69.95	01	01-25-5015	LIQ	1
				INVOICE TOTAL	69.95		E-PAYMNT 1308427 2/07/22		
				VENDOR TOTAL	109.38				
INV#186230	1	2/07/22	1/24/22	1383 WEIS FIRE & SAFETY EQUIP. CO. 8825X OPEN END X OPEN END9-1/4	371.00	01	01-65-5413	LIQ	1
				INVOICE TOTAL	371.00				
				VENDOR TOTAL	371.00				
				CENTRAL NATIONAL BANK TOTAL	188,974.10				
				TOTAL MANUAL CHECKS	.00				
				TOTAL E-PAYMENTS	5,750.74				
				TOTAL PURCH CARDS	.00				
				TOTAL ACH PAYMENTS	.00				
				TOTAL OPEN PAYMENTS	183,223.36				
				GRAND TOTALS	188,974.10				

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
				CENTRAL NATIONAL BANK					
				3430 MIDWAY MOTORS					
01312022	1	1/31/22	1/31/22	2019 FORD POLICE INTERCEPTOR	12,799.00	21	21-00-5445	LIQ	1
				INVOICE TOTAL	12,799.00				
				VENDOR TOTAL	12,799.00				
				CENTRAL NATIONAL BANK TOTAL	12,799.00				
				TOTAL MANUAL CHECKS	.00				
				TOTAL E-PAYMENTS	.00				
				TOTAL PURCH CARDS	.00				
				TOTAL ACH PAYMENTS	.00				
				TOTAL OPEN PAYMENTS	12,799.00				
				GRAND TOTALS	12,799.00				



**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
CENTRAL NATIONAL BANK									
PROJECT #2987	1	1/28/22	1/28/22	3282 EVANS, BIERLY, HUTCHISON & ASSO INV #13552-PRO SERVICE WATERLI	16,105.44	26	26-00-5165	LIQ	1
	2			INV #13591-PRO SERVICE WATERLI	17,066.02	26	26-00-5165	LIQ	1
				INVOICE TOTAL	33,171.46				
				VENDOR TOTAL	33,171.46				
				CENTRAL NATIONAL BANK TOTAL	33,171.46				
				TOTAL MANUAL CHECKS	.00				
				TOTAL E-PAYMENTS	.00				
				TOTAL PURCH CARDS	.00				
				TOTAL ACH PAYMENTS	.00				
				TOTAL OPEN PAYMENTS	33,171.46				
				GRAND TOTALS	33,171.46				

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
				CENTRAL NATIONAL BANK					
				3833 JW AUTO SALES					
01312022	1	1/31/22	1/31/22	USED CONSOLE 2019 FORD INTERCE	125.00	21	21-00-5445	LIQ	1
				INVOICE TOTAL	125.00				
				VENDOR TOTAL	125.00				
				CENTRAL NATIONAL BANK TOTAL	125.00				
				TOTAL MANUAL CHECKS	.00				
				TOTAL E-PAYMENTS	.00				
				TOTAL PURCH CARDS	.00				
				TOTAL ACH PAYMENTS	.00				
				TOTAL OPEN PAYMENTS	125.00				
				GRAND TOTALS	125.00				

**RESOLUTION NO. 22-03**

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 or materials; and

WHEREAS, The City of Marion is modifying Page 15 **Parks & Recreation**, eliminating all fees referenced under Baseball/softball complex as the complex is now under the direction and ownership of USD #408.

WHEREAS, The City of Marion is modifying Page 18 **Utilities** to reflect the cost increases related to the sale of Trash bags to be established at \$13.00 per roll (1 roll Free annually).

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 after is adoption by the governing body of the City on this 7<sup>th</sup> day of February, 2022.

Dated this 7<sup>th</sup> day of February, 2022.

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David Mayfield, Mayor

ATTEST:

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Tiffany Jeffrey, City Clerk

**CITY OF MARION, KANSAS  
RESOLUTION NO. 22-04**

**A RESOLUTION MODIFYING THE COMPENSATION PROVIDED TO MEMBERS OF THE CITY OF MARION, KANSAS VOLUNTEER FIRE DEPARTMENT FOR THEIR SELFLESS SERVICE TO THE CITIZENS OF MARION AND THE SURROUNDING RURAL TOWNSHIPS.**

**WHEREAS**, Firefighters follow a long line of tradition and honor that inspires them to help colleagues, neighbors and strangers alike; and

**WHEREAS**, at a moment's notice, firefighters are quick to respond to uncertain situations to mitigate danger and combat the threat of destructive fire in order to protect individuals, families, and the economic being of our local community; and

**WHEREAS**, the demands of firefighting are accompanied by both great personal and physical tolls that all firefighters knowingly accept while risking their lives to protect the lives of others.

**NOW THEREFORE**, be it resolved by the Governing Body of the City Council of Marion, Kansas on this 7<sup>th</sup> day of February, 2022.

Section 1. The City of Marion, Kansas and the Townships of Centre, Gale, Grant, and Wilson townships desire to recognize the selfless contributions of these fine volunteer men and women firefighters;

Section 2. In recognition of their commitment and dedication to the Citizens of Marion and the Surrounding communities do hereby increase the established pay rate of \$15.00 per call completed to \$25.00 per call completed for each duly qualified member of the Marion Volunteer Fire Department effective February 20<sup>th</sup> payroll cycle.

Signed:

\_\_\_\_\_  
David Mayfield, Mayor

Attest:

\_\_\_\_\_  
Tiffany Jeffrey, City Clerk

CITY OF MARION, KANSAS

RESOLUTION NO. 22-05

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF MARION, KANSAS (THE "COOPERATING JURISDICTION") AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT PURSUANT TO THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW, K.S.A. 12-5219 ET SEQ., AS AMENDED, BETWEEN THE COOPERATING JURISDICTION AND SEDGWICK COUNTY, KANSAS AND SHAWNEE COUNTY, KANSAS (JOINTLY, THE "ISSUERS"), AUTHORIZING THE ISSUERS TO EXERCISE, ON BEHALF OF THE COOPERATING JURISDICTION, THE AUTHORITY AND POWERS CONFERRED BY THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW.

WHEREAS, the Governing Bodies of the Issuers, in cooperation with one or more counties and cities of the State of Kansas (the "State"), desires to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income, all in accordance with the Kansas Local Residential Housing Finance Law, K.S.A. 12-5219 et seq., as amended (the "Act"); and

WHEREAS, the Governing Body of the City of Marion, Kansas, in cooperation with the Issuers, also desires to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income, all in accordance with the Act; and

WHEREAS, the Act provides that one or more cities and counties may join together and cooperate with one another in the exercise of any powers conferred under the Act, either jointly or otherwise, in accordance with and pursuant to a written agreement between or among such cooperating cities and counties; and

WHEREAS, the Cooperating Jurisdiction has not engaged in any act or executed any power authorized by the Act, or comparable acts or powers authorized or contemplated under the Constitution of the State, the Act or any law of the State, which impair the authority of the Cooperating Jurisdiction to enter into the Cooperation Agreement; and

WHEREAS, the adoption of this Resolution by the Cooperating Jurisdiction authorizing the execution of the Cooperation Agreement and the exercise thereof will not conflict with or constitute on the part of the Cooperating Jurisdiction a breach of or default under the laws of the State, including the Act, or any other agreement, indenture or instrument to which the Cooperating Jurisdiction is a party or by which the Cooperating Jurisdiction is bound.

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

**Section 1.** The Cooperating Jurisdiction hereby agrees to join and cooperate with the Issuers in implementing and carrying out a residential housing finance plan pursuant to and in accordance with the Act and a Cooperation Agreement between the Cooperating Jurisdiction and the Issuers (the "Cooperation Agreement").

**Section 2.** The Mayor and the City Clerk are hereby authorized to execute the Cooperation Agreement in substantially the form attached hereto as **Exhibit A**.

**Section 3.** All prior actions of the Cooperating Jurisdiction in cooperation with the Issuers, including any prior cooperation agreements entered into between the Cooperating Jurisdiction and the Issuers related to programs to provide decent, safe and sanitary housing for persons of low and moderate income in accordance with the Act, are hereby ratified, affirmed and approved.

**Section 4.** The Mayor and the City Clerk are hereby authorized to take such other actions, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of the Cooperating Jurisdiction with respect to the Cooperation Agreement, all as necessary to carry out and give effect to the transactions contemplated by this Resolution.

ADOPTED THIS 7<sup>th</sup> DAY OF FEBRUARY, 2022.

**CITY OF MARION, KANSAS**

By: \_\_\_\_\_  
David Mayfield, Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
Tiffany Jeffrey, City Clerk

SCOPE OF WORK NO. 2  
TO THE MASTER SERVICES AGREEMENT BETWEEN  
UTILITY SERVICE CO., INC.  
AND  
CITY OF MARION, KS

---

**WATER TANK MAINTENANCE – 75,000 GALLON ELEVATED – SMALL TANK**

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1. **Effective Date.** The Effective Date for this Scope of Work No. 1 ("SOW2") shall be \_\_\_\_\_, 20\_\_\_\_\_.
2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 75,000 gallon water storage tank located at 208 E Santa Fe, Marion, KS 66861 (hereinafter "tank"). This SOW2 shall commence on the Effective Date and shall continue in full force and effect for one year ("Contract Year 1"). This SOW2 will automatically renew for successive one-year terms ("Contract Years") unless terminated as set forth in Section 9 of the Master Services Agreement.
3. **Company's Responsibilities.** This SOW2 outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:
  - A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
  - B. Every second year, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
  - C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this SOW2. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
  - D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting,

the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **State of Kansas**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this SOW2. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

I. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

4. **Contract Price/Annual Fees.** The first annual fee for Contract **Year 2** shall be **\$10,172.00**; however, in Contract **Year 3** and each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2019, Contract Year 1 for that contract would be April 1, 2019 to March 31, 2020, and Contract Year 2 for that contract would be April 1, 2020 to March 31, 2021 and so on.
5. **Payment Terms.** The annual fee for Contract **Year 1**, plus all applicable taxes, shall be due and payable **upon completion of the initial exterior renovation, interior renovation and repairs.**
6. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***
7. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this SOW2. Said modification of this SOW2 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.



The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this SOW2 is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

**8. Excluded Items.** This SOW2 does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the SOW2; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

**9. Visual Inspection Disclaimer.** This SOW2 is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

The SOW2 is executed and effective as of the date last signed by the parties below.

OWNER

City of Marion

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

COMPANY

Utility Service Co., Inc.

By:  \_\_\_\_\_

Name: Jonathan Cato

Title: Senior VP, Advanced Solutions LOB

Date: August 17, 2021

**ORDINANCE NO. 1484**

**AN ORDINANCE REPEALING AND ELIMINATING SECTION 3-218 AND CREATING SECTION 3-108 OF THE MARION CITY CODE PERTAINING TO SANITARY CONDITIONS REQUIRED FOR ON-PREMISE CONSUMPTION OF CEREAL MALT BEVERAGES OR ALCOHOLIC BEVERAGES WITHIN THE CORPORATE CITY LIMITS OF MARION, KANSAS.**

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

**SECTION 1:**

Section 3-218 of the Marion City Code is hereby repealed in its entirety effective with the passage of this ordinance.

**SECTION 2:**

Section 3-108 of the Marion City Code is hereby created to establish sanitary condition requirements for on premise consumption of cereal malt beverages or alcoholic beverages in licensed drinking establishments and private clubs within the corporate city limits .

**SECTION 3:**

Section 3-108 of the Marion City Code shall read:

**Sanitary conditions required.**

All parts of the licensed premises including furnishings and equipment shall be kept clean and in a sanitary condition. The licensed premises shall have at least one restroom easily accessible at all times to its patrons and employees. The restroom shall be equipped with at least one lavatory with hot and cold running water, be well lighted, and be furnished at all times with paper towels, or other mechanical means of drying hands and face. Each restroom shall be provided with adequate toilet facilities which shall be of sanitary design and readily cleanable. The doors of all toilet rooms shall be self-closing and toilet paper at all times shall be provided. Easily cleanable receptacles shall be provided for waste material and such receptacles in toilet rooms shall be covered. The restrooms shall at all times be kept in a sanitary condition and free of offensive odors and shall be at all times subject to inspection by the city public safety officer or designee.

**SECTION 4.**

This amendment to this ordinance shall be included in the Code of the City of Marion, Kansas, and shall be effective upon its passage.

**SECTION 5.**

This ordinance summary shall be published following its passage in the City's official newspaper.

This Ordinance shall take effect and be in full force from and after its adoption by the governing body of the City, approval by the Mayor and publication of a summary hereof certified as legally accurate and sufficient by the City Attorney in the Official Newspaper of the City one time.

**ADOPTED AND PASSED** by the governing body of the City of Marion, Kansas on February 7, 2022 and **APPROVED** by the governing body **AND SIGNED** by the Mayor.

---

DAVID MAYFIELD, Mayor

ATTEST:

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TIFFANY JEFFREY, City Clerk

(Summary Published in the Marion County Record on February 16, 2022)

**ORDINANCE NO. 1485**

**AN ORDINANCE OF THE CITY OF MARION, KANSAS EXEMPTING CERTAIN PROPERTY FROM RESTRICTIONS RELATED TO THE SALE OR CONSUMPTION OF ALCOHOL AND CEREAL MALT BEVERAGES AT DESIGNATED LOCATIONS WITHIN THE CITY.**

WHEREAS, The Elected Governing Body of the City of Marion, Kansas have determined that the sale or consumption of alcohol and cereal malt beverages at the property commonly known as the JR Hatter's retail store based upon the finding of the Governing Body that the proximity of the property is not averse to the public welfare or safety of the citizens and guests of our city.

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

**SECTION 1:** The property commonly known as the JR Hatter's, located at 308 E. Main, Marion, Kansas shall be exempt from the application of Section 3-102 (c) of the City Code of Marion Kansas, and Section 4 of Ordinance 1248, and K.S.A. 41-710; based upon a finding by the Governing Body that the proximity of the subject property is not averse to the public welfare or safety.

**SECTION 2:** This Ordinance shall take effect and be in full force from and after its adoption by the governing body of the City, approval by the Mayor and publication of a summary hereof certified as legally accurate and sufficient by the City Attorney in the Official Newspaper of the City one time.

**ADOPTED AND PASSED** by the governing body of the City of Marion, Kansas on February 7, 2022 and **APPROVED AND SIGNED** by the Mayor.

---

David Mayfield, Mayor

ATTEST:

---

TIFFANY JEFFREY, City Clerk

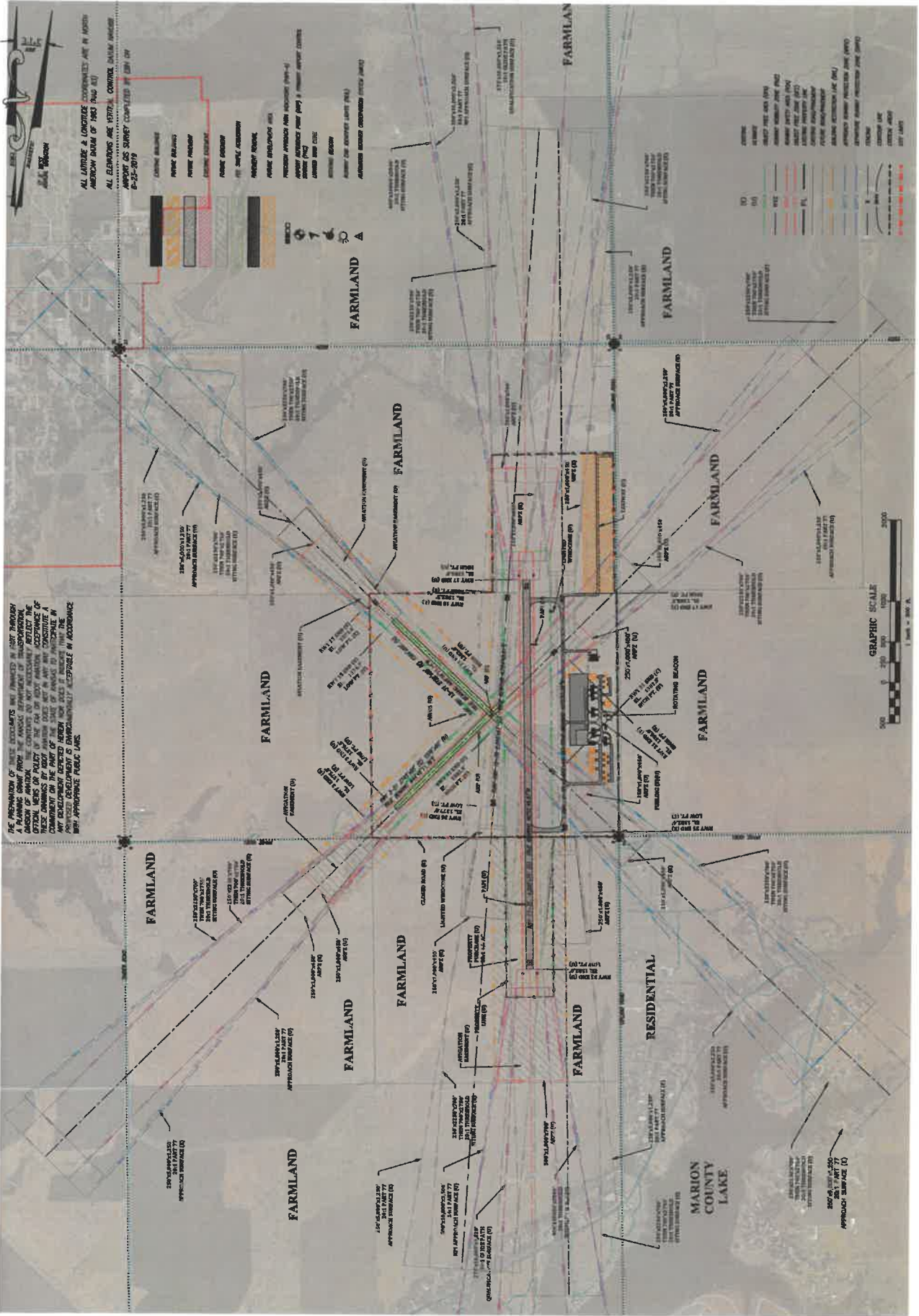
MARION MUNICIPAL  
AIRPORT 2022 LAYOUT PLAN  
MARION, KANSAS

Description

Date

Project # 22-001  
Contract # 2022-0001  
Revision # 1.0  
Date: 1/10/22

AIRPORT LAYOUT PLAN



THE PRESENTATION OF THESE DOCUMENTS HAS BEEN MADE BY THE ENGINEER IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS OF THE ENGINEERING BOARD OF ARIZONA. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL REVIEW OF THE PLANS AND SPECIFICATIONS TO DETERMINE IF THEY COMPLY WITH THE REQUIREMENTS OF THE ARIZONA BOARD OF ENGINEERING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED HEREON AND ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER OF THESE DOCUMENTS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.



Evans, Bierly, Hutchison & Associates, P.A.  
1105 Williams | Great Bend, KS 67530  
620.793.8411

Roger Holter  
City of Marion  
208 E Santa Fe  
Marion, KS 66861

January 25, 2022  
Project No: R3540.1  
Invoice No: 13603

Project R3540.1 Marion Airport Planning Development 2018  
Project Manager: Darin Neufeld  
Professional Services from December 29, 2019 to January 22, 2022  
Amount Due

Billing Phase	Fee	Earned	
Feasibility	12,200.00	12,200.00	
Development Plan	18,065.00	18,065.00	
Total Fee	30,265.00	30,265.00	
	Previous Fee Billing	16,265.00	
	Current Fee Billing	14,000.00	
	<b>Total Fee</b>		<b>14,000.00</b>
	<b>Total this Invoice</b>		<b>\$14,000.00</b>

January 25, 2022

Kansas Department of Transportation  
Division of Aviation  
Attn: Logan  
Dwight D. Eisenhower State Office Building  
700 SW Harrison  
Topeka, Ks 66603-3754

Dear Mr. Chenoweth,

On behalf of the City of Marion, this letter is being written to inform your department that the work on the **FY19 Airport Development Planning** project at the Marion Municipal Airport has been **partially** completed. There are costs associated with this project that have been performed in accordance with the Kansas Airport Improvement Program requirements and the grant agreement.

Total Grant \$ 42,750 (95%)  
Total costs are \$ 30,265.00  
Total qualifying costs for reimbursement costs to date are \$ 30,265.00  
95% of the costs are \$ 28,751.75  
Previously requested amount \$ 15,451.75  
**FY2019 reimbursement request amount \$ 13,300.00**

Copies of the invoices and other paperwork are attached.

Thanks for all of your help with this project.

Sincerely,

Tiffany Jeffrey  
City Clerk

Attachments:  
Invoice – EBH #13603

Cc:  
EBH Engineering

**ORDINANCE NO. 1486**

**AN ORDINANCE OF THE CITY OF MARION, KANSAS AMENDING THE ZONING REGULATIONS BY MODIFICATIONS TO SECTION 23 – ADDITIONAL PARKING REGULATIONS PROVISIONS, TO BE APPLIED TO ALL ZONING DISTRICTS IN THE CITY OF MARION, KANSAS**

**WHEREAS**, pursuant to K.S.A. 12-741 et. Seq. a city is authorized to enact planning and zoning laws and regulations; and

**WHEREAS**, pursuant to K.S.A. 12-757 et. Seq. a city is authorized to amend zoning regulations; and

**WHEREAS**, the Planning and Zoning Commission, after proper notice and upon following the proper procedures, by a vote of all members present, did recommend that the Governing Body adopt an amendment of the zoning regulations; and

**WHEREAS**, the Governing Body of the City of Marion, Kansas finds it in the best interest of the City to amend the adopted Zoning Regulations as recommended by the Planning and Zoning Commission;

**NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MARION, KANSAS;**

1. Modification to Section 23 “Additional Parking Regulations” of the Zoning Regulations of the City of Marion, Kansas.
2. Said section is to regulate the land use by defining the materials necessary for construction of required parking areas within the city, which regulations are adopted to protect the public health, safety, welfare, and promotes positive aesthetics in the city.
3. This Ordinance shall be in full force and effect from and after its adoption and publication once in the official city newspaper.

This Ordinance shall take effect and be in full force from and after its adoption by the governing body of the City, approval by the Mayor and publication of a summary hereof certified as legally accurate and sufficient by the City Attorney in the Official Newspaper of the City one time.

**ADOPTED AND PASSED** by the governing body of the City of Marion, Kansas on February 7, 2022 and **APPROVED** by the governing body **AND SIGNED** by the Mayor.

\_\_\_\_\_  
David Mayfield, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Jeffrey, City Clerk



# Final Draft

## Section 23-3 Parking Area Standards

- 23-3.01 Each parking space stall shall be a minimum of nine (9) feet by eighteen (18) feet plus the necessary space for maneuvering into and out of the space. All parking lots must comply with all applicable Americans with Disabilities Act (ADA) requirements. ADA compliant spaces will not count towards the minimum required parking spaces as required by each zoning district.
- 23-3.02 All zoning district specific required parking spaces shall be constructed, at a minimum, with a paved surface area of:
- a. Concrete or Brick Roadway Pavers
  - b. Asphalt

Possible exceptions for using compacted gravel:

- 1 Residences on unpaved streets.
- 2 Large lots with excess areas not needed for parking and not used for vehicle traffic for egress and maneuvering.
- 3 Industrial lots used primarily for parking of truck/trailers and equipment and not used by customers, employees, or visitors.
- 4 Lots used for storage of vehicles waiting for service.
- 5 Lots used for automobile and other vehicle and equipment sales not used by employees.
- 6 If the property entrance is located on a paved street, the driveway must be paved per above specifications.
- 7 Other requests for using gravel must be approved by the Planning and Zoning Commission as a Conditional Use.

The design and materials must meet city specifications and must be included in the application for the building permit. Parking spaces beyond the minimum required spaces as required by the applicable zoning district are not required to conform to the requirements of 23-3.02.

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**LETTER OF AGREEMENT FOR  
PROFESSIONAL SERVICES**

January 12, 2022

City of Marion, Kansas  
Attn: Roger Holter  
208 E. Santa Fe  
Marion, KS 66861

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**  
**For design and engineering of approximately 150 LF of Moulton Street, City of**  
**Marion, KS.**

Dear Mr. Holter,

It is our understanding that City of Marion, Kansas ("Client") requests Renaissance Infrastructure Consulting ("RIC") to perform the following services pursuant to the terms of this Letter of Agreement (hereinafter referred to as the "Agreement").

1. RIC has reviewed the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the project.
2. RIC shall provide Client surveying, engineering, consulting, and landscape architecture services as more specifically described in Exhibit A attached hereto. Should Client request work not described and included in the above Description of Services, such as Additional Services, Consultant shall provide the client with a written scope and fee proposal for these services. RIC shall not commence work on Additional Services without Client's prior approval in writing.

RIC agrees to provide its services, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope as defined in Exhibit B, Standard Terms and Conditions of Contract.

**SCHEDULE FOR CONSULTANT'S SERVICES**

3. Unless otherwise agreed, RIC would expect to begin performing its services under this Agreement promptly upon your signing and complete the Scope of Services in accordance with a mutually agreed schedule thereafter, exclusive of delays beyond RIC's control.

**COMPENSATION**

4. Compensation for RIC's services shall be a Lump Sum fixed fee plus reimbursement for direct project expenses more particularly described in Exhibit A attached hereto. RIC will invoice monthly based upon a percentage of completed work.

These financial arrangements are proposed with the assumption RIC's bills will be paid

promptly and the project will progress orderly and continuously. Client agrees to pay RIC the amounts due for services rendered and expenses incurred pursuant to the terms of this Agreement within thirty (30) days after RIC has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give RIC written notice of such disputed item within five (5) days after receipt of such invoice and shall pay to RIC the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts within thirty (30) days of due date, interest will accrue on each unpaid amount at the rate of one and one-half percent (1.5%) per month from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

### **TERMS AND CONDITIONS OF SERVICE**

5. **Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and RIC, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of RIC and RIC's officers, directors, partners, employees, shareholder, owners and RIC's subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including reasonable attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of RIC and RIC's officers, directors, partners, employees, shareholders, owners and RIC's subconsultants shall not exceed twice RIC's fee for services. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.  
  
See Exhibit B, Standard Terms and Conditions of Contract, for further General Provisions.
6. The Agreement represents the entire understanding between Client and RIC with respect to the Project and may only be modified in writing signed by both parties.
7. If this proposal satisfactorily sets forth your understanding of our agreement, please sign the Letter Agreement in the space provided (indicating Client's designated Project representative if different from the party signing the Agreement). Retain a copy for your files and return an executed original to RIC. This proposal will be open for acceptance for a period of thirty days from the date set forth above, unless changed by us in writing.
8. By signing below, you acknowledge that you have full authority to bind Client to this agreement.

---

**RENAISSANCE INFRASTRUCTURE CONSULTING (RIC)**By   
Chip Corcoran, P.E., LEED APTitle President

If you are in agreement with the preceding proposal, please have an authorized member of Client sign below:

**CITY OF MARION, KANSAS**

By \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

If different from above,

\_\_\_\_\_  
Client's Designated Project Representative**This proposal is valid for 30 days.**



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112 N. 5<sup>th</sup> Street | Marion, KS 66861 | Phone (620) 382-2651 | Fax (620) 382-2699

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**Press Release**

January 24, 2022 to January 30, 2022

**January 24, 2022** – Officers provided a VIN inspection. Officers returned a phone call reference burning leaves within city. Officers assisted Marion Ambulance in the 900 block of Industrial. A dog at large was reported in the 400 block of south Cedar, no animal was located. Officers relayed a message for St. Luke Hospital to a patient’s neighbor. Officers gave a female a ride to a residence in town.

**January 25, 2022** – Officers patrolled school zones. Officers provided a program on fingerprinting for the Middle School science class.

**January 26, 2022** – Officers patrolled school zones. Officers provided a VIN inspection. Officers attended municipal court. Two traffic stops were made where warnings were issued for equipment violations. Officers assisted Deputies with a domestic disturbance. Officers responded to a disturbance in the 700 block of north Cedar, no crime occurred. Officers provided foot patrol checking business doors.

**January 27, 2022** – Officers patrolled school zones. Officers provided a VIN inspection. Officers responded to a commercial alarm in the 200 block of east Main, everything was okay. Officers made four traffic stops issuing verbal warnings for speed.

**January 28, 2022** – Officers returned a phone call in reference to a potential battery that occurred several months ago. Officers patrolled school zones. A report of juveniles peeling out in the football complex parking lot was made, no one was located. Officers attended the High School dance providing security.

**January 29, 2022** – Officers attended basketball tournament at the SAC providing security. Officers assisted Marion Ambulance in the 400 block of south Fourth. Officers gave directions to a lost motorist.

**January 30, 2022** – Nothing to report



**Public Works and Utility  
Council Report  
FEBRUARY 3 2022**

**Street & Alley/ Electric**

**1-20**

**Worked in shop**

**Cleaned trucks**

**2 locates**

**1 work order**

**Worked on**

**Dieter station**

**Changed oil in light trucks**

**1-21**

**Repaired street lights**

**4 locates**

**1 work order**

**Sort concrete at tree dump**

**Checked sewer pumps**

**1-24**

**Change out cut out**

**Frame pole**

**Hand patched everywhere**

**2 locates**

**Worked in ballroom**

**Hauled tree limbs coble south**

**1-25**

**Cleaned shop**

**Hauled dirt from shop**

**Worked on electrical trucks**

**Drove 2400 line**

**1 work order**

**1-26**

**3 locates**

**1 work order**

**Unloaded trash bags**

**Worked in shop**

**1-27**

**Changed out pole**

**Cleaned drains**

**Cleaned drains on Main St.**

**Worked on backhoe**

**1-28**

**Dug grave**

**Hand patched**

**Flushed monthly hydrants**

**Worked on secondary elect.**

**Picked up tree limbs**

**1-31**

**1 locate**

**1 workorder**

**Hand patched**

**Put snow pusher on loader**

**Worked on trash dumpsters**

**Cover grave**

**Worked on aerators at sewer pond**

**Fixed on water leak on South 4<sup>th</sup>**

**Worked on street lights**

**2-1**

**Take E8 bucket truck to KC**

**Get equipment ready for snow storm**

**2-2**

**Worked on chainsaws**

**Pushed snow**

**Trash route**

**Worked in shop**

**Cleaned snow off sidewalks**

**2-3**

**Trash route**

**Changed out 5 electric meters**

**Worked on old loader**

**Worked on R22**

**Cleaned snow at airport**



# THE VALUE OF KANSAS CITIES

## BY THE NUMBERS:

**<2%\***

Cities comprise less than 2% of the land area in Kansas.

**84%\***

84% of the Kansas population live in cities.

**57%\***

57% of cities have a population of 500 or less.

**90%\***

90% of sales taxes are generated in Kansas cities.

**CITIES PROVIDE SERVICES SUCH AS:**

Public Safety

Safe Streets & Sidewalks

Utilities & Clean Water

Parks & Recreation

Libraries & Community Buildings

**84%**

of workers age 16 and over live in a city

Cities are growing at a faster rate than the state's overall population:

Population Growth in Cities

**3.9%**

Between 2010-2020

Population Growth in the State

**2.9%**

Between 2010-2020

**Cities are home to:**

**83%**

of the residential property in Kansas

**87%**

of commercial and residential property in Kansas

**89%**

of not-for-profit property in Kansas



LEAGUE  
OF CITIES

\*Source: 2020 Decennial Census, U.S. Census Bureau

# Cities are where Kansas' cultural, higher education, and health care facilities are located:



All 324 Public Libraries

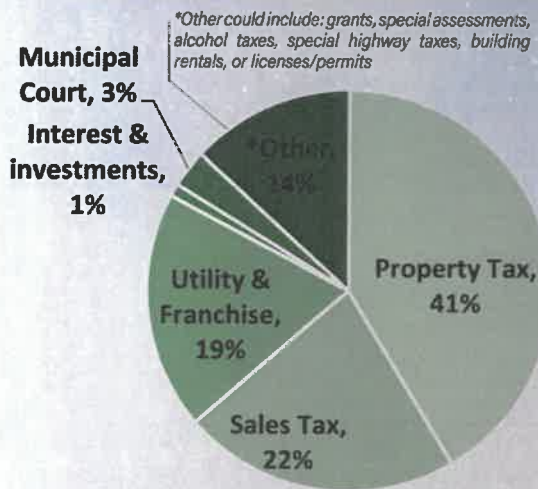


All 32 Kansas Board of Regents' Universities & Colleges

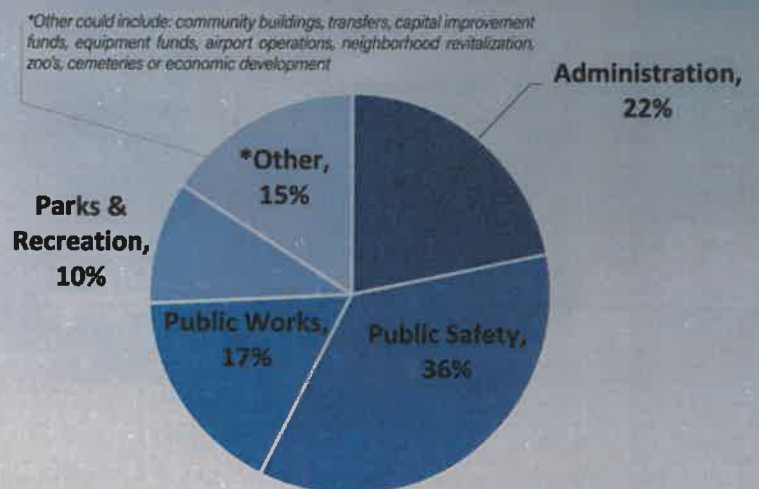


All 123 Hospitals

## MUNICIPAL REVENUES



## MUNICIPAL EXPENDITURES



**Note:** Percentages are calculated on an average of nearly 50 cities comprised of Cities of the First, Second, and Third Classes. Some smaller cities include all municipal departments and building maintenance under General Government and have been included in Administration for the purposes of this analysis

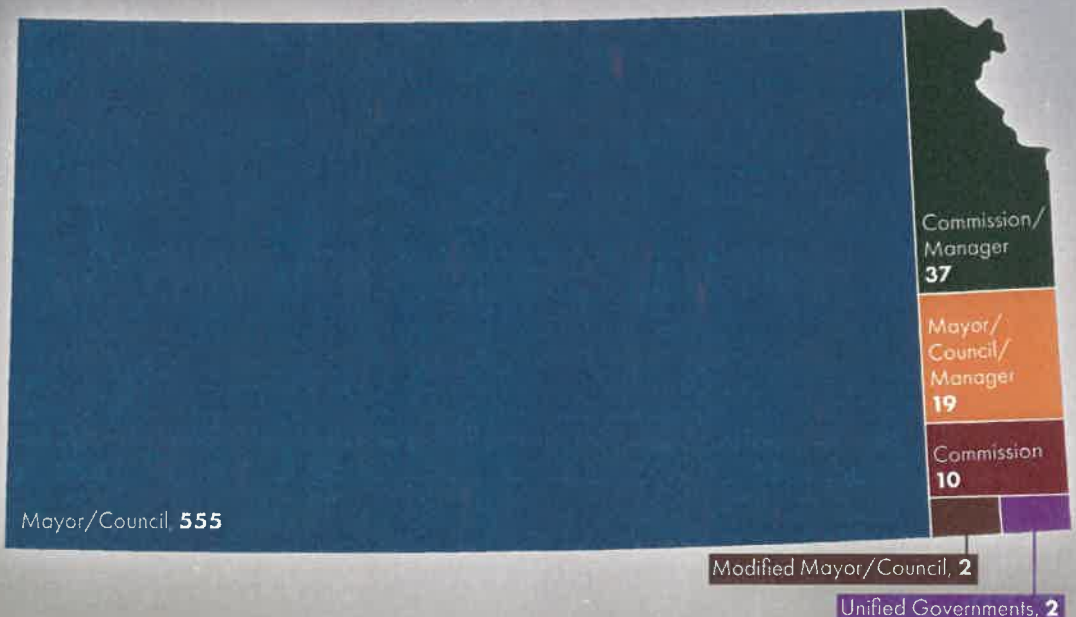
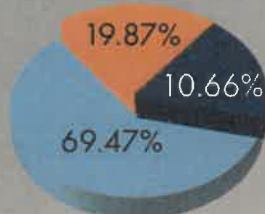
### CLASS OF CITY

- Cities of the First Class
- Cities of the Second Class
- Cities of the Third Class

### NUMBER OF CITIES



### PERCENT OF TOTAL CITY POPULATION



**Sources:**  
 Kansas Department of Administration. 2020 Budget Estimates  
 Kansas Statistical Abstract. Institute for Policy & Social Research, The University of Kansas, 2021