



## REGULAR CITY COUNCIL MEETING

1. Invocation
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 November 1<sup>st</sup>, 2021 Regular City Council Meeting.
  - Approval of warrants in the amount of \$47,484.79.
  - Approval of payroll in the amount of \$34,396.49.
  - October Treasurer's Report.
7. Kansas Power Pool Update – Mark Chesney.
8. Approval for Letter of Support for Historic Economic Asset Lifeline Grant - Margo Yates.
9. Approval of 2022 City Council Meeting Schedule – Tiffany Jeffrey.
10. Approval for Release of 2022 Banking Services Request for Proposal – Tiffany Jeffrey.
11. Award of City Attorney RFQ & Appointment of New City Attorney – Tiffany Jeffrey.
12. Resolution 21-20 Approval of Construction Modification for RV/Boat Storage – Margo Yates/ Susan Robson.
13. Approval of Unruh Sales Agreement – Margo Yates/ Susan Robson.
14. Planning & Zoning Regulations - Parking Modification Recommendations – Margo Yates.
15. Discussion regarding Food Bank Directional sign – Margo Yates.
16. Real Estate Contract with CBC Marion LLC Counter Offer Discussion - Roger Holter.
17. Ditch Digger's Waterline Pay Estimate #10 – Darin Neufeld/Zach Collett.
18. Approval of CDBG Drawdown Request # 10 – Tiffany Jeffrey.
19. Approval of KDHE-SRS Loan Drawdown # 11 – Tiffany Jeffrey.
20. Water Plant Update and Discussion – Tim Makovec/Jason Wheeler.
21. Follow-up Employee Retention & Recruitment Discussion – Mayor Mayfield/ Roger Holter.
22. Approval of 2022 Payroll & Holiday Calendar – Tiffany Jeffrey.
23. Councilor, Department, & Staff Reports.
24. Public Forum (1)
25. Motion to Adjourn Council Meeting.

Next Regular City Council Meeting for Monday November 29<sup>th</sup>, 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, November 1, 2021  
4:30 PM

The regular meeting of the City Council for the City of Marion, Kansas was held Monday, November 1, 2021 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 Chris Costello, Susan Gray, Ruth Herbel and Jerry Kline in attendance. Also, in attendance were: Roger Holter, City Administrator; Susan Robson, City Attorney; Clinton Jeffrey, Police Chief; Tiffany Jeffrey, City Clerk; Margo Yates, Parks & Recreation Director; Zach Collett, EBH Engineering; Phyllis Zorn, Marion Record; Keri Collett, Carl Helm, Ron Herbel, Donna Hett, Ruth Lange, Ed Wheeler and Margaret Wilson.

Invocation: Carl Helm provided invocation.

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; Costello seconded; motion carried 5-0.

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

Consent Agenda: Gray moved to approve consent agenda; Herbel seconded; motion carried 5-0.

- Approval of the Minutes of the October 18, 2021 Regular City Council Meeting.
- Approval of the Minutes of the October 19, 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.

Planning & Zoning Board Appointment: Mayfield moved to appoint Brent Miles for the unexpired term for Planning & Zoning Board; Herbel seconded; motion carried 5-0.

Marion Housing Authority Board Appointment: Mayfield moved to appoint Helen Reznicek for the unexpired 4-year term for the Marion Housing Board; Gray seconded; motion carried 5-0.

Update on Hike & Bike Trail Project: Donna Hett presented a project update with a proposed location and three options for surfacing the trail. Option 1 being to concrete the trail, option 2 to rock and gravel the trail to get it established and option 3 to shorten the length of the trail to City streets. The Hike & Bike Board recommended option 2, the trail be established with the rock and gravel foundation with the City portion being approximately a \$33,000 investment. This option also would allow for the trail to be available for future surfacing improvement grants. Holter advised that where the trail runs on the roadway it would be on the side of the roadway and be marked. Discussion held. Mayfield moved to selection option #2 to look for the grant for that specific option; Kline seconded; motion carried 5-0.

Eric Meyer, Marion Record arrived at 4:39pm.

Discussion of Commercial Zoning Fees: Costello advised he was recently contacted by someone who wants to start a daycare center and they learned that the location they want to put it in it would require a CUP. Costello expressed concern with the \$500 fee from the previous \$150. Costello advised that he would like to see the fee lowered back down to make it generally as easy as possible to come into

Marion and start a new business as well as welcoming. Discussion held. Costello recommended a \$125.00 flat fee for both commercial and residential page 9 zoning fees.

Resolution 21-18 Amending Comprehensive Fee Schedule: T. Jeffrey presented Resolution 21-18 official action of Council to revise page 9 of the zoning fees of the comprehensive fee schedule. Costello moved to approve Resolution 21-18; Herbel seconded; motion carried 5-0.

Discussion of KMIT Health Insurance Final Rates: Holter provided an update to Council on the KMIT health insurance rates. Holter advised that the final rates will increase our health insurance premiums by 23.94%. Where this pool would lessen our risk, Holter advised that he can't justify joining the pool at this current time with the high increase in premiums. Discussion held. Holter advised that if the pool launches without our City involvement we are able to join the next year. Herbel moved to delay our enrollment and participation in KMIT health insurance program until a later date at which the program has been successfully launched by KMIT; Mayfield seconded; motion carried 5-0.

Real Estate Contract with CBC Marion LLC Discussion: Holter advised that conversations continued with CBC Marion LLC regarding the Family Dollar/Dollar Tree. In the packets, Collett provided the financial implications, shopping analysis, location of the new site being section 3, lot 1 in the Batt Industrial Park aka 826 N Roosevelt Street. Holter advised that the project is eligible for a free lot and waived utility connect fees based upon the incentive grading scale. Holter advised the City would be responsible for putting in the street the depth of the proposed lot and asking for a covenant as well. Holter advised it was Collett's recommendation that the City accept the proposed sales agreement. Holter provided street options and preliminary engineering estimates on the project to be approximately \$62,000. Discussion held. Holter advised that Robson's recommendation is to modify the sales agreement as follows: "buyer has" to "buyer will" obtain all necessary governmental approvals, zoning, and permits to construct the improvements and signage for its intended use; "seller has" to "seller will" construct the Moulton Street spur to facilitate dual access points to the property as shown on Exhibit B attached hereto and made a part hereof; eliminate "and seller shall be liable for and reimburse buyer for buyer's out of pocket expenses in connection with this contract" from the Default and Remedies section of the agreement. Discussion held. Mayfield moved to approve real estate contract with CBC Marion LLC with revisions to Section 7 paragraph 3 item (i) and (ii) from "had" to "will" and to remove sellers' liabilities in Section 13 since the property is being provided at no cost under the Marion Incentive grading scale; Costello seconded; motion carried 4-1 with Herbel opposed.

Resolution 21-19 Sale of land to CBC Marion LLC: T. Jeffrey advised that Resolution 21-19 is the official action of Council to sale the lot located at 826 N Roosevelt to CBC Marion LLC. Gray moved to approve Resolution 21-19; Costello seconded; motion carried 4-1 with Herbel opposed.

Mayoral & Council Report: Kline asked if all of our waterline shut offs are complete. Zach Collett advised that they are working on Cedar Street today and if it isn't completed today then it should be dead by the end of the week.

Administrator Report: Nothing further to report.

Parks & Recreation Report: Yates reported the good event downtown Saturday was fun.

City Clerk Report: Nothing further to report.

Police Chief Report: Chief Jeffrey reported that about a week and half ago one of the new pedestrian cross walk signs went missing. He advised he had hopes that it would reappear on Halloween but it did not. The second sign has been taken to the Police Department for the time being and will put it back out soon.

City Attorney Report: Nothing further to report.

Public Works Report: Not present.

Economic Development Report: Not present.

Public Forum: No public wished to address Council.

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: Mayfield moved to enter into executive session for 20 minutes at 5:30pm to reconvene at 5:50pm; Gray seconded; motion carried 5-0.

Regular meeting reconvened at 5:50pm with City Council and Phyllis Zorn, Marion Record. Mayfield declared no action taken during executive session.

Gray moved to have the City Attorney write a response letter to the inquiry letter of Joshua Boehm esq.; Mayfield seconded; motion carried 5-0.

Adjournment: Kline moved to adjourn the Council meeting at 5:51pm; 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<br>754 ADVANCE INSURANCE CO OF KANSAS |      |          |              |                         |                |         |   |         |    |
| 12/2021   | 1    | 11/15/21 | 11/10/21     | DEC 2021 PREMIUM        | 15.75          | 01      | 01-00-5722                              | LIQ     | 1  |
|   | 2    |          |              | DEC 2021 PREMIUM        | 12.55          | 01      | E-PAYMNT 1308308 11/15/21<br>01-10-5722 | LIQ     | 1  |
|   | 3    |          |              | DEC 2021 PREMIUM        | 26.25          | 01      | E-PAYMNT 1308308 11/15/21<br>01-14-5722 | LIQ     | 1  |
|   | 4    |          |              | DEC 2021 PREMIUM        | 3.20           | 02      | E-PAYMNT 1308308 11/15/21<br>02-01-5722 | LIQ     | 1  |
|   | 5    |          |              | DEC 2021 PREMIUM        | 5.25           | 02      | E-PAYMNT 1308308 11/15/21<br>02-03-5722 | LIQ     | 1  |
|   | 6    |          |              | DEC 2021 PREMIUM        | 21.00          | 02      | E-PAYMNT 1308308 11/15/21<br>02-04-5722 | LIQ     | 1  |
|   | 7    |          |              | DEC 2021 PREMIUM        | 10.50          | 02      | E-PAYMNT 1308308 11/15/21<br>02-06-5722 | LIQ     | 1  |
|   | 8    |          |              | DEC 2021 PREMIUM        | 3.41           | 01      | E-PAYMNT 1308308 11/15/21<br>01-75-5722 | LIQ     | 1  |
|   | 9    |          |              | DEC 2021 PREMIUM        | 10.50          | 02      | E-PAYMNT 1308308 11/15/21<br>02-02-5722 | LIQ     | 1  |
|   | 10   |          |              | DEC 2021 PREMIUM        | 3.41           | 01      | E-PAYMNT 1308308 11/15/21<br>01-11-5722 | LIQ     | 1  |
|   | 11   |          |              | DEC 2021 PREMIUM        | 5.25           | 01      | E-PAYMNT 1308308 11/15/21<br>01-30-5722 | LIQ     | 1  |
|   | 12   |          |              | DEC 2021 PREMIUM        | 5.25           | 01      | E-PAYMNT 1308308 11/15/21<br>01-55-5722 | LIQ     | 1  |
|   | 13   |          |              | DEC 2021 PREMIUM        | 5.25           | 01      | E-PAYMNT 1308308 11/15/21<br>01-15-5722 | LIQ     | 1  |
|   | 14   |          |              | NOV 2021 PREMIUM        | 5.25           | 02      | E-PAYMNT 1308308 11/15/21<br>02-04-5722 | LIQ     | 1  |
|   |      |          |              | INVOICE TOTAL           | 132.82         |         | E-PAYMNT 1308308 11/15/21               |         |    |
|   |      |          |              | VENDOR TOTAL            | 132.82         |         |   |         |    |
| 1225 AIRGAS USA, LLC  |      |          |              |                         |                |         |   |         |    |
| INV#9983938600  | 1    | 11/15/21 | 11/10/21     | CYL IND LARGE ACETYLENE | 9.92           | 02      | 02-01-5021                              | LIQ     | 1  |
|   | 2    |          |              | CYL IND LARGE ACETYLENE | 9.92           | 02      | 02-04-5021                              | LIQ     | 1  |
|   | 3    |          |              | CYL IND LARGE ACETYLENE | 9.92           | 01      | 01-10-5021                              | LIQ     | 1  |
|   | 4    |          |              | CYL IND LARGE ARGON     | 4.96           | 02      | 02-01-5021                              | LIQ     | 1  |
|   | 5    |          |              | CYL IND LARGE ARGON     | 4.96           | 02      | 02-04-5021                              | LIQ     | 1  |
|   | 6    |          |              | CYL IND LARGE ARGON     | 4.96           | 01      | 01-10-5021                              | LIQ     | 1  |
|   | 7    |          |              | CYL IND LARGE OXYGEN    | 19.84          | 02      | 02-01-5021                              | LIQ     | 1  |
|   | 8    |          |              | CYL IND LARGE OXYGEN    | 19.84          | 02      | 02-04-5021                              | LIQ     | 1  |
|   | 9    |          |              | CYL IND LARGE OXYGEN    | 19.84          | 01      | 01-10-5021                              | LIQ     | 1  |
|   | 10   |          |              | HAZMAT                  | 7.50           | 02      | 02-01-5021                              | LIQ     | 1  |
|   | 11   |          |              | HAZMAT                  | 7.50           | 02      | 02-04-5021                              | LIQ     | 1  |
|   | 12   |          |              | HAZMAT                  | 7.50           | 01      | 01-10-5021                              | LIQ     | 1  |
|   |      |          |              | INVOICE TOTAL           | 126.66         |         |   |         |    |
|   |      |          |              | VENDOR TOTAL            | 126.66         |         |   |         |    |
| 4 AT & T  |      |          |              |                         |                |         |   |         |    |
| 10/25-11/24/2021  | 1    | 11/15/21 | 11/09/21     | SERVICE AT WATER TOWER  | 74.49          | 02      | 02-02-5015                              | LIQ     | 1  |
|   |      |          |              | INVOICE TOTAL           | 74.49          |         |   |         |    |

**SCHEDULED CLAIMS LIST**

| INVOICE#       | LINE | DUE DATE | INVOICE DATE | REFERENCE  | PAYMENT AMOUNT | DIST ID | GL ACCOUNT                              | CK TYPE | SQ |
|----------------|------|----------|--------------|--|----------------|---------|---|---------|----|
|                |      |          |              | VENDOR TOTAL   | 74.49          |         |   |         |    |
| 10/16/2021     | 1    | 11/15/21 | 11/08/21     | 3062 AUNT BEE'S FLORAL, GARDEN CENT<br>PLANT-CRAFT FUNERAL   | 40.00          | 01      | 01-00-5010                              | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL  | 40.00          |         |   |         |    |
|                |      |          |              | VENDOR TOTAL   | 40.00          |         |   |         |    |
| INV#3084479    | 1    | 11/15/21 | 11/09/21     | 3883 B & B HYDRAULICS<br>CYLINDER CONST                      | 996.05         | 01      | 01-10-5454                              | LIQ     | 1  |
|                | 2    |          |              | FREIGHT  | 29.39          | 01      | 01-10-5454                              | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL  | 1,025.44       |         |   |         |    |
|                |      |          |              | VENDOR TOTAL   | 1,025.44       |         |   |         |    |
| INV#4099937878 | 1    | 11/15/21 | 11/08/21     | 1931 CINTAS CORPORATION #451<br>SHOP TOWELS & SERVICE CHARGE | 25.08          | 01      | 01-10-5021                              | LIQ     | 1  |
|                | 2    |          |              | SHOP TOWELS & SERVICE CHARGE                                 | 25.08          | 02      | 02-01-5021                              | LIQ     | 1  |
|                | 3    |          |              | SHOP TOWELS & SERVICE CHARGE                                 | 25.08          | 02      | 02-04-5021                              | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL  | 75.24          |         |   |         |    |
|                |      |          |              | VENDOR TOTAL   | 75.24          |         |   |         |    |
| 10/2021        | 1    | 11/15/21 | 11/08/21     | 1086 CITY OF MARION<br>CEMETERY                              | 29.60          | 01      | 01-30-5015                              | LIQ     | 1  |
|                | 2    |          |              | CITY HALL  | 570.14         | 01      | 01-05-5015                              | LIQ     | 1  |
|                | 3    |          |              | JIA  | 25.51          | 01      | 01-90-5015                              | LIQ     | 1  |
|                | 4    |          |              | FIRE   | 92.99          | 01      | 01-65-5015                              | LIQ     | 1  |
|                | 5    |          |              | PARK   | 543.32         | 01      | 01-15-5015                              | LIQ     | 1  |
|                | 6    |          |              | POLICE   | 77.38          | 01      | 01-14-5015                              | LIQ     | 1  |
|                | 7    |          |              | SEWER  | 1,722.70       | 02      | 02-03-5015                              | LIQ     | 1  |
|                | 8    |          |              | S&A  | 20.51          | 01      | 01-10-5015                              | LIQ     | 1  |
|                | 9    |          |              | WATER DIST   | 20.51          | 02      | 02-01-5015                              | LIQ     | 1  |
|                | 10   |          |              | ELECTRIC   | 84.25          | 02      | 02-04-5015                              | LIQ     | 1  |
|                | 11   |          |              | STREET LIGHT   | 1,907.28       | 02      | 02-04-5014                              | LIQ     | 1  |
|                | 12   |          |              | WATER PLANT  | 1,023.58       | 02      | 02-02-5015                              | LIQ     | 1  |
|                | 13   |          |              | MUSEUM   | 42.15          | 01      | 01-25-5015                              | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL  | 6,159.92       |         |   |         |    |
|                |      |          |              | VENDOR TOTAL   | 6,159.92       |         |   |         |    |
| 11/2021        | 1    | 11/15/21 | 11/10/21     | 541 CENTRAL NAT'L BANK<br>NOV 2021 ACH SERVICES              | 40.00          | 01      | 01-00-5019                              | LIQ     | 1  |
|                | 2    |          |              | NOV 2021 PLEDGE FEE  | 10.00          | 01      | E-PAYMNT 1308309 11/15/21<br>01-00-5019 | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL  | 50.00          |         | E-PAYMNT 1308309 11/15/21               |         |    |
|                |      |          |              | VENDOR TOTAL   | 50.00          |         |   |         |    |
| 10/2021        | 1    | 11/15/21 | 11/08/21     | 3313 COMPLIANCE ONE<br>OCT 2021 SUBSTANCE PROGRAM            | 6.00           | 01      | 01-10-5024                              | LIQ     | 1  |
|                | 2    |          |              | OCT 2021 SUBSTANCE PROGRAM                                   | 4.00           | 01      | 01-15-5024                              | LIQ     | 1  |
|                | 3    |          |              | OCT 2021 SUBSTANCE PROGRAM                                   | 4.00           | 02      | 02-06-5024                              | LIQ     | 1  |

**SCHEDULED CLAIMS LIST**

| INVOICE#        | LINE | DUE DATE | INVOICE DATE | REFERENCE                            | PAYMENT AMOUNT | DIST ID | GL ACCOUNT                | CK TYPE | SQ |
|-----------------|------|----------|--------------|--------------------------------------|----------------|---------|---------------------------|---------|----|
|                 | 4    |          |              | OCT 2021 SUBSTANCE PROGRAM           | 6.00           | 02      | 02-01-5024                | LIQ     | 1  |
|                 | 5    |          |              | OCT 2021 SUBSTANCE PROGRAM           | 12.00          | 02      | 02-04-5024                | LIQ     | 1  |
|                 | 6    |          |              | OCT 2021 SUBSTANCE PROGRAM           | 4.00           | 02      | 02-03-5024                | LIQ     | 1  |
|                 | 7    |          |              | 10/29 PRE EMPLOYMENT-D CALAM         | 75.00          | 01      | 01-65-5024                | LIQ     | 1  |
|                 | 8    |          |              | 10/15 FULL QUERY-C GETCHER           | 10.00          | 02      | 02-04-5024                | LIQ     | 1  |
|                 |      |          |              | INVOICE TOTAL                        | 121.00         |         |                           |         |    |
| INV#286119      | 1    | 11/15/21 | 11/08/21     | 10/20 PRE EMPLOYMENT-B PRATER        | 70.00          | 02      | 02-06-5024                | LIQ     | 1  |
|                 |      |          |              | INVOICE TOTAL                        | 70.00          |         |                           |         |    |
|                 |      |          |              | VENDOR TOTAL                         | 191.00         |         |                           |         |    |
|                 |      |          |              | 3730 CRAFTCO WICHITA                 |                |         |                           |         |    |
| INV#9402594512  | 1    | 11/15/21 | 11/09/21     | 9/22-9/24 RENTAL STRIPER             | 375.00         | 01      | 01-10-5271                | LIQ     | 1  |
|                 |      |          |              | INVOICE TOTAL                        | 375.00         |         |                           |         |    |
|                 |      |          |              | VENDOR TOTAL                         | 375.00         |         |                           |         |    |
|                 |      |          |              | 3423 EUROFINNS EATON ANALYTICAL, INC |                |         |                           |         |    |
| INV#8100003663  | 1    | 11/15/21 | 11/12/21     | MONTHLY BROMATE                      | 100.00         | 02      | 02-02-5012                | LIQ     | 1  |
|                 |      |          |              | INVOICE TOTAL                        | 100.00         |         |                           |         |    |
|                 |      |          |              | VENDOR TOTAL                         | 100.00         |         |                           |         |    |
|                 |      |          |              | 451 EVERGY                           |                |         |                           |         |    |
| 9/30-10/31/2021 | 1    | 11/15/21 | 11/10/21     | ACCT#9412175046                      | 38.45          | 02      | 02-04-5015                | LIQ     | 1  |
|                 | 2    |          |              | ACCT#2342113448                      | 24.11          | 02      | E-PAYMNT 1308310 11/15/21 | LIQ     | 1  |
|                 | 3    |          |              | ACCT#2726138167                      | 37.24          | 02      | E-PAYMNT 1308310 11/15/21 | LIQ     | 1  |
|                 |      |          |              | INVOICE TOTAL                        | 99.80          |         | E-PAYMNT 1308310 11/15/21 |         |    |
|                 |      |          |              | VENDOR TOTAL                         | 99.80          |         |                           |         |    |
|                 |      |          |              | 35 FLINT HILLS R.E.C.A.              |                |         |                           |         |    |
| 10/2021         | 1    | 11/15/21 | 11/09/21     | SIGN HWY 56 & TIMBER RD              | 48.84          | 02      | 02-04-5014                | LIQ     | 1  |
|                 | 2    |          |              | 1825 UPLAND                          | 128.63         | 01      | E-PAYMNT 1308311 11/15/21 | LIQ     | 1  |
|                 | 3    |          |              | SIGN HWY 77/RENTAL LITE              | 12.23          | 02      | 01-16-5015                | LIQ     | 1  |
|                 | 4    |          |              | PUMP STATION/MARION RES              | 37.62          | 02      | E-PAYMNT 1308311 11/15/21 | LIQ     | 1  |
|                 | 5    |          |              | STREET LIGHTS/HARRIS HT              | 303.00         | 02      | 02-04-5014                | LIQ     | 1  |
|                 |      |          |              | INVOICE TOTAL                        | 530.32         |         | E-PAYMNT 1308311 11/15/21 |         |    |
|                 |      |          |              | VENDOR TOTAL                         | 530.32         |         |                           |         |    |
|                 |      |          |              | 1068 GIS WORKSHOP, LLC               |                |         |                           |         |    |
| INV#2019-13109  | 1    | 11/15/21 | 11/10/21     | 2022 LICENSE & SUPPORT FEE           | 4,232.60       | 01      | 01-00-5022                | LIQ     | 1  |
|                 | 2    |          |              | 2022 LICENSE & SUPPORT FEE           | 1,034.64       | 02      | 02-02-5022                | LIQ     | 1  |
|                 | 3    |          |              | 2022 LICENSE & SUPPORT FEE           | 658.40         | 02      | 02-03-5022                | LIQ     | 1  |

**SCHEDULED CLAIMS LIST**

| INVOICE#       | LINE | DUE DATE | INVOICE DATE | REFERENCE                       | PAYMENT AMOUNT | DIST ID | GL ACCOUNT | CK TYPE | SQ |
|----------------|------|----------|--------------|---------------------------------|----------------|---------|------------|---------|----|
|                | 4    |          |              | 2022 LICENSE & SUPPORT FEE      | 1,034.64       | 02      | 02-04-5022 | LIQ     | 1  |
|                | 5    |          |              | 2022 LICENSE & SUPPORT FEE      | 658.40         | 02      | 02-06-5022 | LIQ     | 1  |
|                | 6    |          |              | 2022 LICENSE & SUPPORT FEE      | 1,316.81       | 01      | 01-85-5010 | LIQ     | 1  |
|                | 7    |          |              | 2022 LICENSE & SUPPORT FEE      | 470.29         | 01      | 01-30-5010 | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL                   | 9,405.78       |         |            |         |    |
|                |      |          |              | VENDOR TOTAL                    | 9,405.78       |         |            |         |    |
|                |      |          |              | 3208 HAWKINS INC.               |                |         |            |         |    |
| INV#6047984    | 1    | 11/15/21 | 11/09/21     | 150 LB CHLORINE CYLINDER        | 5.00           | 02      | 02-02-5310 | LIQ     | 1  |
|                | 2    |          |              | 150 LB CHLORINE CYLINDER        | 5.00           | 02      | 02-02-5310 | LIQ     | 1  |
|                | 3    |          |              | 150 LB CHLORINE CYLINDER        | 5.00           | 02      | 02-02-5310 | LIQ     | 1  |
|                | 4    |          |              | 150 LB CHLORINE CYLINDER        | 5.00           | 02      | 02-02-5310 | LIQ     | 1  |
|                | 5    |          |              | 150 LB CHLORINE CYLINDER        | 5.00           | 02      | 02-02-5310 | LIQ     | 1  |
|                | 6    |          |              | 150 LB CHLORINE CYLINDER        | 5.00           | 02      | 02-02-5310 | LIQ     | 1  |
|                | 7    |          |              | 150 LB CHLORINE CYLINDER        | 5.00           | 02      | 02-02-5310 | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL                   | 35.00          |         |            |         |    |
|                |      |          |              | VENDOR TOTAL                    | 35.00          |         |            |         |    |
|                |      |          |              | AMMONIUM SULFATE                | 936.00         | 02      | 02-02-5310 | LIQ     | 1  |
| INV#6048182    | 2    |          |              | FREIGHT                         | 23.00          | 02      | 02-02-5310 | LIQ     | 1  |
|                | 3    |          |              | AQUA HAWK#457                   | 4,732.07       | 02      | 02-02-5310 | LIQ     | 1  |
|                | 4    |          |              | CHLORINE-EPA REG NO 7870-2      | 633.83         | 02      | 02-02-5310 | LIQ     | 1  |
|                | 5    |          |              | FREIGHT                         | 10.00          | 02      | 02-02-5310 | LIQ     | 1  |
|                | 6    |          |              | HYDROFLUOSILICIC ACID           | 359.96         | 02      | 02-02-5310 | LIQ     | 1  |
|                | 7    |          |              | LPC-31                          | 815.51         | 02      | 02-02-5310 | LIQ     | 1  |
|                | 8    |          |              | SODIUM HYDROXIDE 30% DIAPHRAGM  | 1,095.00       | 02      | 02-02-5310 | LIQ     | 1  |
|                | 9    |          |              | SVP1H2A3S2AA VAR PUMP           | 1,053.20       | 02      | 02-02-5310 | LIQ     | 1  |
|                | 10   |          |              | #5 SANTOPRENE PUMP TUBE         | 45.00          | 02      | 02-02-5310 | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL                   | 9,703.57       |         |            |         |    |
|                |      |          |              | VENDOR TOTAL                    | 9,738.57       |         |            |         |    |
|                |      |          |              | 1118 HILLSBORO FREE PRESS       |                |         |            |         |    |
| 11/2021        | 1    | 11/15/21 | 11/09/21     | 9/15 ADV MARION ART-N-PARK      | 89.50          | 01      | 01-55-5050 | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL                   | 89.50          |         |            |         |    |
|                |      |          |              | VENDOR TOTAL                    | 89.50          |         |            |         |    |
|                |      |          |              | 3379 HOLTER, ROGER              |                |         |            |         |    |
| 11/3-11/5/2021 | 1    | 11/15/21 | 11/09/21     | 11/3 MILEAGE TO/FROM McPHERSON  | 40.43          | 01      | 01-00-5026 | LIQ     | 1  |
|                | 2    |          |              | 11/5 MILEAGE TO/FROM McPHERSON  | 40.43          | 01      | 01-00-5026 | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL                   | 80.86          |         |            |         |    |
|                |      |          |              | VENDOR TOTAL                    | 80.86          |         |            |         |    |
|                |      |          |              | 1594 KANSAS MUNICIPAL UTILITIES |                |         |            |         |    |
| INV#16448      | 1    | 11/15/21 | 11/09/21     | KMU ACADEMY MATERIALS-R HAKE    | 150.00         | 02      | 02-04-5250 | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL                   | 150.00         |         |            |         |    |
|                |      |          |              | VENDOR TOTAL                    | 150.00         |         |            |         |    |
|                |      |          |              | 461 KANSAS ONE-CALL SYSTEM, INC |                |         |            |         |    |
| INV#1100358    | 1    | 11/15/21 | 11/09/21     | OCTOBER 2021 LOCATE FEES        | 12.00          | 02      | 02-01-5042 | LIQ     | 1  |
|                | 2    |          |              | OCTOBER 2021 LOCATE FEES        | 12.00          | 02      | 02-03-5042 | LIQ     | 1  |



**SCHEDULED CLAIMS LIST**

| INVOICE#   | LINE | DUE DATE | INVOICE DATE | REFERENCE   | PAYMENT AMOUNT | DIST ID | GL ACCOUNT                              | CK TYPE | SQ |
|------------|------|----------|--------------|---|----------------|---------|---|---------|----|
|            | 3    |          |              | OCTOBER 2021 LOCATE FEES  | 12.00          | 02      | 02-04-5042                              | LIQ     | 1  |
|            |      |          |              | INVOICE TOTAL   | 36.00          |         |   |         |    |
|            |      |          |              | VENDOR TOTAL  | 36.00          |         |   |         |    |
| 10/2021    | 1    | 11/15/21 | 11/10/21     | 52 KS DEPT OF REVENUE<br>OCTOBER 2021 SALES TAX                 | 6,621.30       | 01      | 01-07-5500                              | LIQ     | 1  |
|            | 2    |          |              | OCTOBER 2021 AVIATION TAX                                       | 7.93           | 01      | E-PAYMNT 1308312 11/15/21<br>01-16-5303 | LIQ     | 1  |
|            |      |          |              | INVOICE TOTAL   | 6,629.23       |         | E-PAYMNT 1308312 11/15/21               |         |    |
|            |      |          |              | VENDOR TOTAL  | 6,629.23       |         |   |         |    |
| 11/10/2021 | 1    | 11/15/21 | 11/12/21     | 3873 M&T CLEANING<br>11/10 VACUM AUD, MOP, CLN RESTR            | 120.00         | 01      | 01-05-5259                              | LIQ     | 1  |
|            |      |          |              | INVOICE TOTAL   | 120.00         |         |   |         |    |
|            |      |          |              | VENDOR TOTAL  | 120.00         |         |   |         |    |
| 10/2021    | 1    | 11/15/21 | 11/10/21     | 68 MARION AUTO SUPPLY<br>RTU COOLANT, WELDING, WRENCH, GLV      | 85.80          | 01      | 01-10-5021                              | LIQ     | 1  |
|            | 2    |          |              | NITRILE DISPOS GLOVES   | 37.49          | 02      | 02-06-5020                              | LIQ     | 1  |
|            | 3    |          |              | HAND CLEANER, MOTHERS   | 26.90          | 02      | 02-03-5020                              | LIQ     | 1  |
|            | 4    |          |              | BRAKLEEN 20 OZ  | 5.58           | 01      | 01-15-5020                              | LIQ     | 1  |
|            | 5    |          |              | RING TERMINAL   | 5.99           | 02      | 02-04-5020                              | LIQ     | 1  |
|            | 6    |          |              | NAPA GOLD OIL FILTER  | 17.38          | 02      | 02-04-5417                              | LIQ     | 1  |
|            | 7    |          |              | PR/BLUE XTR 5W40 1 GAL, FORD DK                                 | 113.16         | 02      | 02-04-5417                              | LIQ     | 1  |
|            | 8    |          |              | 2.5 DEF   | 19.98          | 02      | 02-06-5403                              | LIQ     | 1  |
|            | 9    |          |              | BAR S LEAK STOP LEAK. SOCKET                                    | 15.28          | 02      | 02-03-5020                              | LIQ     | 1  |
|            | 10   |          |              | SOCKET, STA-BIL, GRL GRP GLOVE                                  | 21.77          | 01      | 01-10-5021                              | LIQ     | 1  |
|            | 11   |          |              | GRSEGUN, COOLANT TESTER   | 46.38          | 02      | 02-06-5403                              | LIQ     | 1  |
|            | 12   |          |              | HOSE, GREASE GUN  | 48.96          | 02      | 02-06-5020                              | LIQ     | 1  |
|            | 13   |          |              | BIT, 2T CHN HST 10FT LIFT                                       | 155.99         | 02      | 02-03-5020                              | LIQ     | 1  |
|            | 14   |          |              | WAX, 2PK TERRY PADS, DISP GLOVE                                 | 50.93          | 02      | 02-04-5020                              | LIQ     | 1  |
|            | 15   |          |              | WHITE PAINT MARKER  | 8.18           | 01      | 01-10-5021                              | LIQ     | 1  |
|            |      |          |              | INVOICE TOTAL   | 659.77         |         |   |         |    |
|            |      |          |              | VENDOR TOTAL  | 659.77         |         |   |         |    |
| 10/2021    | 1    | 11/15/21 | 11/08/21     | 1932 MARION CO. TRANSFER STATION<br>10/1 RECYCLE TICKET #567835 | 141.04         | 02      | 02-06-5040                              | LIQ     | 1  |
|            | 2    |          |              | 10/22 RECYCLE TICKET #567841                                    | 282.90         | 02      | 02-06-5040                              | LIQ     | 1  |
|            | 3    |          |              | 10/29 RECYCLE TICKET #567843                                    | 241.90         | 02      | 02-06-5040                              | LIQ     | 1  |
|            |      |          |              | INVOICE TOTAL   | 665.84         |         |   |         |    |
|            |      |          |              | VENDOR TOTAL  | 665.84         |         |   |         |    |
| 10/2021    | 1    | 11/15/21 | 11/10/21     | 3425 MARION COUNTY HARDWARE<br>SPRAY PAINT CAMO KHAKI           | 2.20           | 01      | 01-15-5020                              | LIQ     | 1  |
|            | 2    |          |              | FASTENERS/SCREWS/BOLTS  | 4.80           | 01      | 01-15-5020                              | LIQ     | 1  |
|            | 3    |          |              | FASTENERS/SCREWS/BOLTS  | 11.64          | 01      | 01-15-5020                              | LIQ     | 1  |
|            | 4    |          |              | DAPTEX SEALANT 12oz   | 9.59           | 02      | 02-04-5020                              | LIQ     | 1  |
|            |      |          |              | INVOICE TOTAL   | 28.23          |         |   |         |    |

**SCHEDULED CLAIMS LIST**

| INVOICE#       | LINE | DUE DATE | INVOICE DATE | REFERENCE   | PAYMENT AMOUNT | DIST ID | GL ACCOUNT | CK TYPE | SQ |
|----------------|------|----------|--------------|---|----------------|---------|------------|---------|----|
|                |      |          |              | VENDOR TOTAL  | 28.23          |         |            |         |    |
| INV#1441       | 1    | 11/15/21 | 11/10/21     | 3832 MARION TIRE AND SERVICE LLC<br>LIGHT SWITCH                    | 80.00          | 02      | 02-01-5411 | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL   | 80.00          |         |            |         |    |
|                |      |          |              | VENDOR TOTAL  | 80.00          |         |            |         |    |
| INV#0024466407 | 1    | 11/15/21 | 11/09/21     | 3576 MATHESON TRI-GAS INC.<br>TELEMETRY SYSTEM-LOX                  | 263.54         | 02      | 02-02-5046 | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL   | 263.54         |         |            |         |    |
|                |      |          |              | VENDOR TOTAL  | 263.54         |         |            |         |    |
| INV#319671     | 1    | 11/15/21 | 11/09/21     | 324 MCPHERSON BUSINESS MACH.<br>COPY COUNT/MAINT CONTRACT           | 25.00          | 01      | 01-55-5255 | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL   | 25.00          |         |            |         |    |
|                |      |          |              | VENDOR TOTAL  | 25.00          |         |            |         |    |
| INV#20168      | 1    | 11/15/21 | 11/09/21     | 328 MID-KANSAS WINDING<br>10/28 MOTOR REPAIR                        | 100.00         | 02      | 02-03-5020 | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL   | 100.00         |         |            |         |    |
|                |      |          |              | VENDOR TOTAL  | 100.00         |         |            |         |    |
| #157748        | 1    | 11/15/21 | 11/09/21     | 3389 MODERN AIR CONDITIONING, INC.<br>SERVICE BOILER-LABOR          | 201.25         | 01      | 01-05-5259 | LIQ     | 1  |
|                | 2    |          |              | MILEAGE   | 84.00          | 01      | 01-05-5259 | LIQ     | 1  |
|                | 3    |          |              | GAUGE GLASS GASKETS   | 5.04           | 01      | 01-05-5259 | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL   | 290.29         |         |            |         |    |
|                |      |          |              | VENDOR TOTAL  | 290.29         |         |            |         |    |
| INV#47743      | 1    | 11/15/21 | 11/09/21     | 2058 PRESSURE WASHER SALES & SERVIC<br>Mi-T-M H/W PORTABLE MACHINE  | 1,083.55       | 01      | 01-10-5021 | LIQ     | 1  |
|                | 2    |          |              | Mi-T-M H/W PORTABLE MACHINE   | 1,082.90       | 02      | 02-01-5020 | LIQ     | 1  |
|                | 3    |          |              | Mi-T-M H/W PORTABLE MACHINE   | 1,082.90       | 02      | 02-02-5020 | LIQ     | 1  |
|                | 4    |          |              | Mi-T-M H/W PORTABLE MACHINE   | 1,082.90       | 02      | 02-03-5020 | LIQ     | 1  |
|                | 5    |          |              | Mi-T-M H/W PORTABLE MACHINE   | 1,082.90       | 02      | 02-04-5020 | LIQ     | 1  |
|                | 6    |          |              | Mi-T-M H/W PORTABLE MACHINE   | 1,084.85       | 02      | 02-06-5020 | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL   | 6,500.00       |         |            |         |    |
|                |      |          |              | VENDOR TOTAL  | 6,500.00       |         |            |         |    |
| 11/2021        | 1    | 11/15/21 | 11/09/21     | 1198 PROTECTIVE EQUIPMENT TESTING<br>12" LEATHER PROTECTORS SZ9/9.5 | 143.64         | 02      | 02-04-5021 | LIQ     | 1  |
|                | 2    |          |              | 12" LEATHER PROTECTORS SZ 10/1                                      | 71.82          | 02      | 02-04-5021 | LIQ     | 1  |
|                | 3    |          |              | SHIPPING & HANDLING   | 18.99          | 02      | 02-04-5021 | LIQ     | 1  |
|                | 4    |          |              | C1s2,14"YELLOW BLACK,SZ 9.5   | 329.84         | 02      | 02-04-5021 | LIQ     | 1  |
|                | 5    |          |              | SHIPPING & HANDLING   | 21.04          | 02      | 02-04-5021 | LIQ     | 1  |
|                | 6    |          |              | C1s2,16"YELLOW BLACK SZ 9.5   | 361.40         | 02      | 02-04-5021 | LIQ     | 1  |
|                | 7    |          |              | SHIPPING & HANDLING   | 21.04          | 02      | 02-04-5021 | LIQ     | 1  |
|                | 8    |          |              | SALES TAX   | 79.84          | 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 |
|----------------|------|----------|--------------|--------------------------------|----------------|---------|---|---------|----|
|                |      |          |              | INVOICE TOTAL                  | 1,047.61       |         |   |         |    |
|                |      |          |              | VENDOR TOTAL                   | 1,047.61       |         |   |         |    |
|                |      |          |              | 3069 QUILL CORPORATION         |                |         |   |         |    |
| 11/2021        | 1    | 11/15/21 | 11/10/21     | Hp 63X1 HY BLACK INK CARTRIDGE | 104.97         | 02      | 02-02-5020                              | LIQ     | 1  |
|                | 2    |          |              | FEBREZE AIR 2 PK               | 6.69           | 01      | 01-05-5020                              | LIQ     | 1  |
|                | 3    |          |              | CHARMS MINI POPS 40OCT         | 21.99          | 01      | 01-05-5020                              | LIQ     | 1  |
|                | 4    |          |              | KLEENEX 3 PK                   | 11.98          | 01      | 01-05-5020                              | LIQ     | 1  |
|                | 5    |          |              | CLOROX CLEAN UP SPRAY 32 OZ    | 7.49           | 01      | 01-05-5020                              | LIQ     | 1  |
|                | 6    |          |              | CLOROX CLEAN UP REFILL 128 OZ  | 14.50          | 01      | 01-05-5020                              | LIQ     | 1  |
|                | 7    |          |              | Ry22 GREEN AND BLUE 3.5x5.     | 5.99           | 01      | 01-10-5020                              | LIQ     | 1  |
|                | 8    |          |              | DURACELL COPPERTOP aa16 bd1wd  | 18.99          | 01      | 01-05-5020                              | LIQ     | 1  |
|                | 9    |          |              | DURACELL COPPERTOP aaa16 db1wd | 18.99          | 01      | 01-05-5020                              | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL                  | 211.59         |         |   |         |    |
|                |      |          |              | VENDOR TOTAL                   | 211.59         |         |   |         |    |
|                |      |          |              | 84 SALINA SUPPLY COMPANY       |                |         |   |         |    |
| 10/7/2021      | 1    | 11/15/21 | 11/10/21     | 1002-88 FERNCO 8"CLX8"C1/PL    | 48.16          | 02      | 02-03-5020                              | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL                  | 48.16          |         |   |         |    |
|                |      |          |              | VENDOR TOTAL                   | 48.16          |         |   |         |    |
|                |      |          |              | 343 STATE TREASURER            |                |         |   |         |    |
| 9/2021         | 1    | 11/15/21 | 11/08/21     | SEPT 2021 JBE                  | 11.00          | 01      | 01-00-2802                              | LIQ     | 1  |
|                | 2    |          |              | SEPT 2021 KLETC                | 252.00         | 01      | 01-00-2801                              | LIQ     | 1  |
|                | 3    |          |              | SEPT 2021 REIN                 | 122.00         | 01      | 01-00-2803                              | LIQ     | 1  |
|                | 4    |          |              | OCT 2021 JBE                   | 13.00          | 01      | 01-00-2802                              | LIQ     | 1  |
|                | 5    |          |              | OCT 2021 KLETC                 | 288.00         | 01      | 01-00-2801                              | LIQ     | 1  |
|                |      |          |              | INVOICE TOTAL                  | 686.00         |         |   |         |    |
|                |      |          |              | VENDOR TOTAL                   | 686.00         |         |   |         |    |
|                |      |          |              | 3827 U.S. CELLULAR             |                |         |   |         |    |
| inv#0468837805 | 1    | 11/15/21 | 11/10/21     | 620-381-0015                   | 45.59          | 01      | 01-00-5089                              | LIQ     | 1  |
|                | 2    |          |              | 620-381-0019                   | 45.59          | 01      | E-PAYMNT 1308313 11/15/21<br>01-55-5089 | LIQ     | 1  |
|                | 3    |          |              | 620-381-0525                   | 45.59          | 01      | E-PAYMNT 1308313 11/15/21<br>01-14-5030 | LIQ     | 1  |
|                | 4    |          |              | 620-381-0566                   | 45.59          | 01      | E-PAYMNT 1308313 11/15/21<br>01-14-5030 | LIQ     | 1  |
|                | 5    |          |              | 620-381-0592                   | 45.59          | 01      | E-PAYMNT 1308313 11/15/21<br>01-11-5089 | LIQ     | 1  |
|                | 6    |          |              | 620-381-0625                   | 45.59          | 01      | E-PAYMNT 1308313 11/15/21<br>01-14-5030 | LIQ     | 1  |
|                | 7    |          |              | 620-381-0636                   | 45.59          | 01      | E-PAYMNT 1308313 11/15/21<br>01-14-5030 | LIQ     | 1  |
|                | 8    |          |              | 620-381-1144                   | 45.59          | 02      | E-PAYMNT 1308313 11/15/21<br>02-04-5089 | LIQ     | 1  |
|                | 9    |          |              | 620-381-1147                   | 45.59          | 02      | E-PAYMNT 1308313 11/15/21<br>02-03-5089 | LIQ     | 1  |
|                | 10   |          |              | 620-381-1157                   | 45.59          | 01      | E-PAYMNT 1308313 11/15/21<br>01-10-5089 | LIQ     | 1  |

**SCHEDULED CLAIMS LIST**

| INVOICE#          | LINE | DUE DATE | INVOICE DATE | REFERENCE  | PAYMENT AMOUNT | DIST ID | GL ACCOUNT                              | CK TYPE | SQ |
|-------------------|------|----------|--------------|--|----------------|---------|---|---------|----|
|                   | 11   |          |              | 620-381-1241                                     | 45.59          | 01      | E-PAYMNT 1308313 11/15/21<br>01-14-5030 | LIQ     | 1  |
|                   | 12   |          |              | 620-381-1254                                     | 45.59          | 02      | E-PAYMNT 1308313 11/15/21<br>02-04-5089 | LIQ     | 1  |
|                   | 13   |          |              | 620-381-1267                                     | 45.59          | 01      | E-PAYMNT 1308313 11/15/21<br>01-10-5089 | LIQ     | 1  |
|                   | 14   |          |              | 620-381-1270                                     | 45.59          | 01      | E-PAYMNT 1308313 11/15/21<br>01-10-5089 | LIQ     | 1  |
|                   | 15   |          |              | 620-381-1285                                     | 45.59          | 01      | E-PAYMNT 1308313 11/15/21<br>01-55-5089 | LIQ     | 1  |
|                   | 16   |          |              | 620-381-1300                                     | 45.59          | 01      | E-PAYMNT 1308313 11/15/21<br>01-10-5089 | LIQ     | 1  |
|                   | 17   |          |              | 620-381-1354                                     | 45.59          | 02      | E-PAYMNT 1308313 11/15/21<br>02-04-5089 | LIQ     | 1  |
|                   | 18   |          |              | 620-381-1361                                     | 45.59          | 02      | E-PAYMNT 1308313 11/15/21<br>02-04-5089 | LIQ     | 1  |
|                   | 19   |          |              | 620-381-1367                                     | 45.59          | 02      | E-PAYMNT 1308313 11/15/21<br>02-04-5089 | LIQ     | 1  |
|                   | 20   |          |              | 620-381-1371                                     | 45.59          | 01      | E-PAYMNT 1308313 11/15/21<br>01-00-5089 | LIQ     | 1  |
|                   | 21   |          |              | 620-381-1377                                     | 45.59          | 02      | E-PAYMNT 1308313 11/15/21<br>02-02-5089 | LIQ     | 1  |
|                   | 22   |          |              | 620-381-1378                                     | 45.59          | 02      | E-PAYMNT 1308313 11/15/21<br>02-02-5089 | LIQ     | 1  |
|                   | 23   |          |              | 620-381-1419                                     | 45.59          | 02      | E-PAYMNT 1308313 11/15/21<br>02-06-5089 | LIQ     | 1  |
|                   | 24   |          |              | 620-381-1498                                     | 45.59          | 02      | E-PAYMNT 1308313 11/15/21<br>02-06-5089 | LIQ     | 1  |
|                   | 25   |          |              | 620-382-2651                                     | 45.59          | 02      | E-PAYMNT 1308313 11/15/21<br>02-06-5089 | LIQ     | 1  |
|                   | 26   |          |              | 620-382-6670                                     | 45.59          | 02      | E-PAYMNT 1308313 11/15/21<br>02-06-5089 | LIQ     | 1  |
|                   | 27   |          |              | 620-382-6671                                     | 45.59          | 02      | E-PAYMNT 1308313 11/15/21<br>02-01-5089 | LIQ     | 1  |
|                   |      |          |              | INVOICE TOTAL                                    | 1,230.93       |         | E-PAYMNT 1308313 11/15/21               |         |    |
|                   |      |          |              | VENDOR TOTAL                                     | 1,230.93       |         |   |         |    |
| inv#1213011012021 | 1    | 11/15/21 | 11/08/21     | 3841 VISION CARE DIRECT<br>DECEMBER 2021 PREMIUM | 23.12          | 157     | 01-00-2457                              | LIQ     | 1  |
|                   | 2    |          |              | DECEMBER 2021 PREMIUM                            | 11.56          | 257     | E-PAYMNT 1308314 11/15/21<br>02-00-2457 | LIQ     | 1  |
|                   |      |          |              | INVOICE TOTAL                                    | 34.68          |         | E-PAYMNT 1308314 11/15/21               |         |    |
|                   |      |          |              | VENDOR TOTAL                                     | 34.68          |         |   |         |    |
| 11/2021           | 1    | 11/15/21 | 11/09/21     | 3314 VYVE BROADBAND<br>V BUSINESS PHONE          | 30.99          | 01      | 01-16-5015                              | LIQ     | 1  |
|                   | 2    |          |              | V 911  | .90            | 01      | E-PAYMNT 1308315 11/15/21<br>01-16-5015 | LIQ     | 1  |
|                   | 3    |          |              | COST RECOVERY FEE                                | 1.00           | 01      | E-PAYMNT 1308315 11/15/21<br>01-16-5015 | LIQ     | 1  |

**SCHEDULED CLAIMS LIST**

| INVOICE#  | LINE | DUE DATE | INVOICE DATE | REFERENCE                                  | PAYMENT AMOUNT | DIST ID | GL ACCOUNT                              | CK TYPE | SQ |
|-----------|------|----------|--------------|--|----------------|---------|---|---------|----|
|           | 4    |          |              | USF-FEDERAL & KANSAS STATE                 | 6.54           | 01      | E-PAYMNT 1308315 11/15/21<br>01-16-5015 | LIQ     | 1  |
|           |      |          |              | INVOICE TOTAL                              | 39.43          |         | E-PAYMNT 1308315 11/15/21               |         |    |
| Nov 2021  | 1    | 11/15/21 | 11/09/21     | INTERNET AT MUSEUM                         | 69.95          | 01      | 01-25-5015                              | LIQ     | 1  |
|           |      |          |              | INVOICE TOTAL                              | 69.95          |         | E-PAYMNT 1308316 11/15/21               |         |    |
|           |      |          |              | VENDOR TOTAL                               | 109.38         |         |   |         |    |
| INV#40650 |      |          |              | 92 WEBSTER AUTO SERVICE, INC.              |                |         |   |         |    |
|           | 1    | 11/15/21 | 11/09/21     | REPLACE BLEND DOOR ACTUATOR                | 36.82          | 02      | 02-01-5413                              | LIQ     | 1  |
|           | 2    |          |              | LABOR                                      | 114.00         | 02      | 02-01-5413                              | LIQ     | 1  |
|           | 3    |          |              | REPLACE RECIRCULATOIN ACTUATOR             | 36.82          | 02      | 02-01-5413                              | LIQ     | 1  |
|           | 4    |          |              | LABOR                                      | 85.50          | 02      | 02-01-5413                              | LIQ     | 1  |
|           |      |          |              | INVOICE TOTAL                              | 273.14         |         |   |         |    |
|           |      |          |              | VENDOR TOTAL                               | 273.14         |         |   |         |    |
|           |      |          |              | CENTRAL NATIONAL BANK TOTAL                | 47,484.79      |         |   |         |    |
| PROJ 2987 |      |          |              | CNB/MARION NATIONAL-GRANT                  |                |         |   |         |    |
|           | 1    | 11/02/21 | 11/02/21     | 3040 DITCH DIGGERS INC.<br>PAY ESTIMATE #9 | 15,000.00      | 26G     | 26-00-5165                              | LIQ     | 1  |
|           |      |          |              | INVOICE TOTAL                              | 15,000.00      |         | MAN CHK# 5107 11/02/21                  |         |    |
|           |      |          |              | VENDOR TOTAL                               | 15,000.00      |         |   |         |    |
|           |      |          |              | CNB/MARION NATIONAL-GRAN TOTAL             | 15,000.00      |         |   |         |    |
|           |      |          |              | TOTAL MANUAL CHECKS                        | 15,000.00      |         |   |         |    |
|           |      |          |              | TOTAL E-PAYMENTS                           | 8,817.16       |         |   |         |    |
|           |      |          |              | TOTAL PURCH CARDS                          | .00            |         |   |         |    |
|           |      |          |              | TOTAL ACH PAYMENTS                         | .00            |         |   |         |    |
|           |      |          |              | TOTAL OPEN PAYMENTS                        | 38,667.63      |         |   |         |    |
|           |      |          |              | GRAND TOTALS                               | 62,484.79      |         |   |         |    |

CITY OF MARION  
TREASURER'S REPORT  
CALENDAR 10/2021, FISCAL 10/2021

| FUND #                  | TITLE                  | LAST REPORT<br>ON HAND | REVENUES   | EXPENSES   | CHANGE IN<br>LIABILITY | ASSET<br>BALANCE | OPERATING<br>CASH | OTHER CASH<br>& INVESTMENTS |
|-------------------------|------------------------|------------------------|------------|------------|------------------------|------------------|-------------------|-----------------------------|
| Month Treasurers Report |                        |                        |            |            |                        |                  |                   |                             |
| 01                      | GENERAL                | 207,717.19             | 88,538.36  | 118,211.98 | 86.69                  | 178,130.26       | 178,130.26        | .00                         |
| 02                      | UTILITY                | 1,594,522.86           | 380,061.85 | 240,753.98 | 239.02                 | 1,734,069.75     | 1,733,869.75      | 200.00                      |
| 03                      | SEWER                  | .00                    | .00        | .00        | .00                    | .00              | .00               | .00                         |
| 05                      | REC                    | .00                    | .00        | .00        | .00                    | .00              | .00               | .00                         |
| 07                      | SALES TAX              | .00                    | .00        | .00        | .00                    | .00              | .00               | .00                         |
| 08                      | SPECIAL CITY HIGHWAY   | 15,821.46              | 12,729.82  | .00        | .00                    | 28,551.28        | 28,551.28         | .00                         |
| 10                      | SP LAW ENF. TRUST FUND | 16,408.24              | 1,786.48   | 377.63     | .00                    | 17,817.09        | 17,817.09         | .00                         |
| 11                      | LAND BANK              | 2,831.15               | .00        | .00        | .00                    | 2,831.15         | 2,831.15          | .00                         |
| 12                      | BONDS & INTEREST       | 9,706.14               | 1,946.66   | .00        | .00                    | 11,652.80        | 11,652.80         | .00                         |
| 17                      | LIBRARY                | 16,648.89              | 2,921.76   | 10,084.31  | .00                    | 9,486.34         | 9,486.34          | .00                         |
| 19                      | SPEC. PARK AND REC     | 6,771.17               | .00        | .00        | .00                    | 6,771.17         | 6,771.17          | .00                         |
| 21                      | EQUIPMENT RESERVES     | 28,217.58              | .00        | 1,688.70   | .00                    | 26,528.88        | 26,528.88         | .00                         |
| 26                      | CAPITAL IMPROVEMENTS   | 320,541.01             | 175,267.73 | 221,110.33 | .00                    | 274,698.41       | 258,716.21        | 15,982.20                   |
| Report Total            |                        | 2,219,185.69           | 663,252.66 | 592,226.93 | 325.71                 | 2,290,537.13     | 2,274,354.93      | 16,182.20                   |

# Historic Economic Asset Lifeline (HEAL)

Quick Guide

## What does this program do?

The Historic Economic Asset Lifeline (HEAL) program offers matching grants for the revitalization of underutilized, vacant, or dilapidated downtown buildings. The grants are intended to bring buildings back into productive use as spaces for new or expanding businesses, childcare, housing, arts and culture, civic engagement, or entrepreneurship.

## Who is eligible to apply?

- Building owners of underutilized, vacant or dilapidated downtown buildings
- The grant application must include a local nominating organization for the project.

## When is the application due?

### Emergency HEAL Category

- Building is in danger of collapse.
- Application open November 8-19, 2021.
- Award decisions will be made by November 23, 2021.
- Construction must begin by February 1st, 2022.

### HEAL Category

- Building is stable.
- Application open November 8 - December 20, 2021.
- Award decisions will be made by January 10, 2022.
- Projects must be initiated and start construction no later December 31, 2022 and be complete within one year of the start of construction.

## What is the Award Amount?

Up to \$20 per square foot per building size, not to exceed \$75,000 per project.



## What are the Eligible Funding Activities?

### Eligible expenses include:

- professional services (architect and engineering fees)
- exterior building surfaces
- masonry
- insulation
- foundations
- roofs and guttering
- fire escapes
- windows
- doors
- chimneys
- walls
- ceilings
- floors
- stairs
- escalators and elevators
- lighting and fixtures
- electrical wiring
- data and communication wiring (not including equipment)
- HVAC systems and components
- plumbing systems
- fire suppression sprinkler systems.

This list is not exhaustive. Project expenses not listed here are at the discretion of the Secretary of the Kansas Department of Commerce for eligibility under the grant.

Find program information and the application.

[www.kansascommerce.gov/healprogram](http://www.kansascommerce.gov/healprogram)



**2022 Council Meeting Schedule**

|                |                           |
|----------------|---------------------------|
| <b>Monday</b>  | <b>January 10, 2022</b>   |
| <b>Monday</b>  | <b>January 24, 2022</b>   |
| <b>Monday</b>  | <b>February 7, 2022</b>   |
| <b>Tuesday</b> | <b>February 22, 2022</b>  |
| <b>Monday</b>  | <b>March 7, 2022</b>      |
| <b>Monday</b>  | <b>March 21, 2022</b>     |
| <b>Monday</b>  | <b>April 4, 2022</b>      |
| <b>Monday</b>  | <b>April 18, 2022</b>     |
| <b>Monday</b>  | <b>May 2, 2022</b>        |
| <b>Monday</b>  | <b>May 16, 2022</b>       |
| <b>Tuesday</b> | <b>May 31, 2022</b>       |
| <b>Monday</b>  | <b>June 13, 2022</b>      |
| <b>Monday</b>  | <b>June 27, 2022</b>      |
| <b>Monday</b>  | <b>July 11, 2022</b>      |
| <b>Monday</b>  | <b>July 25, 2022</b>      |
| <b>Monday</b>  | <b>August 8, 2022</b>     |
| <b>Monday</b>  | <b>August 22, 2022</b>    |
| <b>Tuesday</b> | <b>September 6, 2022</b>  |
| <b>Monday</b>  | <b>September 19, 2022</b> |
| <b>Tuesday</b> | <b>October 3, 2022</b>    |
| <b>Monday</b>  | <b>October 17, 2022</b>   |
| <b>Monday</b>  | <b>October 31, 2022</b>   |
| <b>Monday</b>  | <b>November 14, 2022</b>  |
| <b>Monday</b>  | <b>November 28, 2022</b>  |
| <b>Monday</b>  | <b>December 12, 2022</b>  |
| <b>Friday</b>  | <b>December 23, 2022</b>  |





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***REQUEST FOR PROPOSAL  
DEPOSITORY AND BANKING SERVICES***

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**January 1, 2022  
Through  
December 31, 2024**

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**CITY OF MARION, KANSAS  
REQUEST FOR PROPOSAL –  
DEPOSITORY AND BANKING SERVICES**

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## **INTRODUCTION**

### **SCOPE**

The City of Marion, Kansas invites financial institutions with full-service locations within the city limits of Marion, who possess the capability and expertise to provide comprehensive depository and banking services, to submit proposals for the provision of those services according to the requirements of this Request for Proposal (RFP).

The purpose of this process is to obtain competitive prices for depository and banking services for the City's master (operating) account, from a qualified and responsive financial institution as defined in K.S.A. 9-1401. The City of Marlon intends to maintain all specified banking services at one institution in order to maximize cash flow and minimize administrative costs. The City will not consider proposals for partial services.

### **TERM**

The selected institution shall be designated as the City's depository institution for an initial twelve-month period commencing January 1, 2022. The depository agreement shall contain an automatic annual renewal clause, which may be used for the following two twelve-month periods thereby providing for thirty-six months of depository and banking services.

The agreement may be cancelled at the end of each twelve-month period, upon 90 days written notice by either party, prior to the close of the twelve-month period. Contract termination by cancellation or by term ending will require a transition period. This transition period will be a minimum period of 3 months under full contract terms.

### **COMPENSATION**

The City will pay for any prior agreed upon costs of the banking services monthly through an automatic withdraw for the City's account.

### **ACCOUNT STATISTICS**

Data has been provided in the section, Master (Operating) Bank Account, to indicate the estimated average expected daily balance over a typical year, and in Section C to indicate the estimated average number of deposits per month, the estimated average number of checks clearing the account per month, and other statistical information which would be helpful to your institution in computing any fee arrangements for this account. The City made every effort to accurately detail this statistical information but the City cannot guarantee these volumes.

## **PROPOSAL PROCEDURES**

### **ANTICIPATED SCHEDULE OF PROPOSAL**

|                 |                            |
|-----------------|----------------------------|
| Issue RFP       | November 16, 2021          |
| Proposals Due   | December 6, 2021 by 5:00pm |
| Selection       | December 13, 2021          |
| Conversion Date | January 3, 2022            |

### **INQUIRIES REGARDING THIS REQUEST FOR PROPOSAL**

Additional information concerning this RFP may be obtained by contacting:

Tiffany Jeffrey, City Clerk  
(620) 382-3703  
[tiffany@marlonks.net](mailto:tiffany@marlonks.net)

**PROPOSAL SUBMISSION PACKAGE OVERVIEW**

The proposal submission package shall include information regarding:

- Proposal Cover Sheet (Section A)
- Interest Calculation (Section B)
- Service Fees (Section C)
- Automation of Services and Reports (Section D)
- Payroll Card Services (Section E)

**SUBMISSION OF PROPOSALS**

The Proposal Submission Package should be delivered, emailed, faxed or mailed no later than 5:00pm on December 6, 2021 to:

City of Marion  
City Clerk  
208 E Santa Fe  
Marion, Kansas 66861  
Fax: 620-382-3993  
Email: tiffany@marionks.net

Proposals must be signed (Section A) by an individual who is authorized to bind the financial institution to all commitments made in the proposal.

**EVALUATION AND AWARD CRITERIA**

The RFP seeks a financial institution to provide comprehensive banking services to the City of Marion. Selection will be made from proposers deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors listed below:

- Cost of services;
- Compensation/interest rate on the account;
- Scope of services offered;
- Adequacy of financial controls and protections against loss;
- Understanding of the needs and operational requirements of the City of Marion; and

Each proposal will be reviewed by the City Clerk and City Administrator, and a recommendation made to the City Council for approval. Funds will be deposited at the successful institution on the first business day following January 1, 2022.

**RIGHT OF REJECTION BY CITY OF MARION**

The City reserves the right to award this contract to the financial institution that best meets the requirements of the RFP, and not necessarily, to the lowest bidder. Further, the City reserves the right to reject any or all proposals prior to the execution of the contract, with no penalty to the City of Marion.

**SCOPE OF SERVICES**

**CURRENT BANKING SERVICES**

The City currently utilizes an interest-bearing checking account for daily operations and a non-interest-bearing checking account for administration of grant funds.

### **MASTER (OPERATING) BANK ACCOUNT**

The operating account will be used for the deposit of all of the City's receipts and the disbursement of accounts payable and payroll payments. Accounts payable payments are made bi-weekly, with approximately 100 checks issued per month. The average monthly claim is approximately \$320,000.

Employee payroll is processed biweekly. Approximately 75 employees are paid each payroll period and each payroll averages \$37,000. Payroll funds are issued to the employee as a direct deposit or to a payroll card.

The City has an objective of maintaining approximately \$900,000 to \$1,000,000 in the operating account depending upon fluctuating operating needs.

The following conditions will apply to the transactions for the Master (Operating) Bank Account:

1. Interest earned on the operating account will be credited monthly based upon the average daily collected balance. The index used to calculate the rate of interest earned, the frequency in which the rate will be adjusted, and any other pertinent factors will be identified in Section B.
2. Returned checks for deposit items to the account will not be returned by the depository financial institution. Instead, the check will be presented for payment a second time. If the check is returned a second time, the bank will debit the account and return the checks to the City on a daily basis.
3. Any charges for services will be shown on Section C. These costs will be fixed during the period of the contract. The banking institution may pass along costs which increase because of federally mandated regulations upon submitting written notice of such increase to the City Clerk and by demonstration of such mandate.
4. The statement date will be the last calendar day of the month, and statements for all accounts will be available to the City within three working days after the end of the month. In addition, the City desires access to the bank statement in electronic format. Statements will include all items clearing the account. Cleared checks must be available to the City within three working days after the end of the month.
5. The financial institution will provide the City, within seven working days after the end of a calendar month, an analysis of the City's account activity, showing the number of the various types of transactions listed on Section C, and any unit and total costs associated with each item.
6. Automated balance reporting services are to be provided for the City operating account and the City grant account.
7. The banking institution will also provide wire transfer services. Wire transfers and ACH credits and debit notices shall be provided to the City the day following the transaction.
8. The funds in all accounts will be 100% secured in conformance with K.S.A. 9-1402, et seq. at all times. The banking institution agrees to check this on a daily basis, and provide increased security as needed. A monthly report of collateral pledged and its market value at that time shall be furnished to the City within ten days of the close of each month.
9. The City may request other services not specifically mentioned in this document, with a reasonable, mutually agreeable fee to be charged by the banking institution.

### **AUTOMATION**

The City requires internet access to our accounts, allowing the initiation of wire transfers, transfers between accounts, stop payments, account inquiries and ACH payments. Please detail the electronic services available and any associated costs in Section D.

### **PAYROLL CARD ACCOUNT**

The City currently allows employees that do not have a bank account to use a payroll card. The City will pay the monthly fee for the card but the employee is required to pay any charges that are incurred from the use of the card. Please detail any payroll card program available and any associated costs in Section E.

### **NEW ACCOUNTS**

If the City develops a need for additional accounts or services, the accounts or services should be provided with the same conditions that apply to existing similar account(s) at the time.

### **OPTIONAL SERVICES**

The City requests the proposing bank offer any optional services or make any recommendations it believes would enhance the cash management capabilities of the City. All proposing banks are encouraged to make suggestions or add additional information not requested in this proposal. Banks are encouraged to describe factors that distinguish their institution from potential competitors. However, all respondents must submit a proposal on all required services in the proposal format provided.

The availability of and any fees associated with optional services should be summarized on Sections C and D but can be accompanied and supported by other material. The City may elect to use some or all of the optional services.

### **PROPOSAL SUBMISSION PACKAGE AND FORMS**

It is requested that the Proposal Submission Package be provided in the format as seen in Sections A through E. In addition, the following sections may be added:

- If the bank is proposing alternatives or non-substantial deviations to the scope of services, a full description and justification for the proposed alternative or deviation must be included with the proposal.
- If the bank is proposing to provide additional services, a full description of the service must be included with the proposal along with any cost detail.

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**CITY OF MARION  
BANKING SERVICES PROPOSAL**

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**BANK COVER SHEET**

Proposal Submitted by:

Local Branch Address:

Contact Person:

Phone:

The proposed term of agreement for the services and costs quoted in this submittal is for the maximum period of three years, January 1, 2022 through December 31, 2024.

The undersigned hereby certifies that this proposal meets or exceeds all of the requirements as specified in the City of Marion's Request for Proposal (RFP) except as otherwise indicated and supported by supplemental schedules or sections included with this proposal.

---

Authorizing Signature

---

Date

**SECTION B**

**INTEREST CALCULATION**

The financial institution will pay the City interest on the average daily collected balance in the City's Master (Operating) Account at the rate illustrated below:

The banking institution will pay earnings based on \_\_\_\_\_ % of the current 91-day Treasury bill rate. The definition of current 91-day Treasury bill rate will be the rate established by the weekly auction conducted by the Federal Reserve System.

Please also provide a written formula and details on how interest would be calculated using your bank's proposed method of calculating interest. Please include the frequency the rate will be adjusted, and any other pertinent factors.

**SECTION C**

**SERVICE FEES**

Service fees are to stay the same during the entire life of the agreement unless a change is mutually agreed to because of changes in Federal regulation. Please identify below any fees that will be required for the City's account(s).

| Description of Service         | Estimated Annual Units | Unit Cost/ If Applicable | Estimated Annual Cost |
|--------------------------------|------------------------|--------------------------|-----------------------|
| Deposit Items                  | 216                    |                          | \$                    |
| Checks Paid                    | 1,200                  |                          |                       |
| Overdrafts                     | 0                      |                          |                       |
| Non-sufficient Fund Checks     | 24                     |                          |                       |
| Stop Payment                   | 1                      |                          |                       |
| Wire Transfers                 | 0                      |                          |                       |
| ACH Debits                     | 444                    |                          |                       |
| ACH Credits                    | 348                    |                          |                       |
| Pledging Costs                 | 1                      |                          |                       |
| Deposit Books                  | 13                     |                          |                       |
| Safe Deposit Box (10'X10'X24') | 0                      |                          |                       |
| <b>Total</b>                   |                        |                          | \$                    |

As an option bidding banking institutions may bid a flat fee per month. If this is the bank's preference the flat fee bid is as follows.

\$ \_\_\_\_\_

Please itemize and describe any other fees that would be associated with this account.

**SECTION D**

**AUTOMATION OF SERVICES AND REPORTS**

The City requires computer access to accounts for report retrieval and the initiation of certain transactions and services. Please describe what system you have, if any, to provide for electronic banking and any flat charges associated with the system.

Are the following services and reports available electronically?

|                            | <b>Yes/No</b> | <b>Fee/If Applicable</b> |
|----------------------------|---------------|--------------------------|
| Wire Transfers             |               |                          |
| Check Inquiry              |               |                          |
| Stop Payments              |               |                          |
| ACH Initiation             |               |                          |
| Account Inquiries          |               |                          |
| Monthly Bank Statements    |               |                          |
| Prior Day Information:     |               |                          |
| Closing Ledger             |               |                          |
| Opening Available          |               |                          |
| Closing Available          |               |                          |
| Transaction Detail         |               |                          |
| Total Credits              |               |                          |
| Total Debits               |               |                          |
| Electronic Vendor Payments |               |                          |

**SECTION E**

**PAYROLL CARD SERVICES**

The City requires employees to be paid through direct deposit or payroll cards. If your banking institution provides a payroll card program, please provide an itemization of the costs that would be associated with the payroll card..



## REQUEST FOR QUALIFICATIONS

The City of Marion is seeking legal services for the position of City Attorney. The position is part-time, appointed by the Mayor with consent of the Council. Marion is a Mayor-Council form of government with a full-time City Administrator. The City Attorney serves at the will of the Governing Body, and the position is appointed in April of each year. The promotion to the bench of the current City Attorney is scheduled for October, 2021; the selected professional would be appointed as of November 15, 2021.

The City Attorney must be a licensed, practicing attorney in good standing in the State of Kansas. The City Attorney may be associated with a firm, but one individual will be identified for this position and will be accountable for the scope of services described below.

### TIMELINE

October 19, 2021 RFQ released on City website

November 9, 2021 Deadline for submitting clarifying questions concerning the RFQ

November 10, 2021 Responses to clarifying questions submitted posted on [city's website]

November 11, 2021 Deadline for RFQ submission – 10 a.m.

November 12, 2021 Interviews of semi finalists

November 15, 2021 Approval of selected candidate/firm at City Council meeting

**SCOPE OF SERVICES-** The general scope of services requested in the City Attorney function are:

- Provide legal advice to the Governing Body and designated staff of the City.
- Prepare and/or review agreements, contracts, ordinances, resolutions, deeds and other legal instruments as needed.
- Counsel the City on personnel matters such as employee grievances, personnel actions, unemployment hearings, and other personnel matters.
- Attend all regular Council meetings plus occasional special meetings or work sessions as needed. Council meetings are at City Hall every other Monday Evening at 4:30pm. Work sessions are set at privilege of City Council and are generally 4 times per year.
- Attend all monthly Municipal Court sessions & hearings and provide prosecution support on all matters related to Standard Traffic Ordinances, Uniform Public Offense Code, and Marion City Code.
- Attend Planning Commission and Board of Zoning Appeals meetings, expected to be a monthly occurrence.

**SELECTION CRITERIA-** Criteria for selection of the City Attorney will include the following:

- General qualifications of the candidate(s) for the position.
- Experience in municipal law.
- Timeliness, responsiveness and follow-through.
- Availability between meetings for occasional questions on matters of law.
- Hourly rates of staff anticipated as part of legal team

### REFERENCES

Please provide municipal references from cities where you have served as City Attorney.

## **FEES**

The City is seeking a compensation plan that is based on a negotiated rate per hour. Overhead and ancillary charges should be incorporated into hourly rates.

**PROPOSAL SUBMITTAL REQUIREMENTS-** Please compile your submittal in the following sequence:

- 1) **Cover letter:** Signed by an authorized representative of the firm committing to provide the legal services described above.
- 2) **Resumes:** Provide complete resumes of the person designated as the legal team including the person identified to serve as City Attorney, associate counsel, special council and legal assistants.
- 3) **Qualifications:** Provide professional experience and qualifications of the legal team. Please provide the client name and contact information for any similar local agencies that members of the legal team and firm now represent as City Attorney.
- 4) **Compensation and billing practices:** Provide a description of the proposed compensation schedule (hourly rates per legal team member) and the firm's billing practices. Monthly invoices describing the services in detail, showing hours, and identifying the lawyer providing the services are required. The City will also consider alternatives to the standard hourly rate approach.
- 5) **Insurance.** Provide proof of professional liability insurance and workers compensation insurance.
- 6) **Added Value of Your Team.** Describe how your team's level of service and ability distinguishes from others and articulate how this translates to added value to the City including enhanced governance.

Deadline for submission of qualifications is November 11, 2021 at 10 a.m.

Submit Statement of Qualifications to:

Tiffany Jeffrey – Marion City Clerk

208 E. Santa Fe

Marion Kansas 66861-1613

[tiffany@marionks.net](mailto:tiffany@marionks.net)

Please submit any questions via email by November 9, 2016 to Roger Holter, City Administrator [roger@marionks.net](mailto:roger@marionks.net) or Tiffany Jeffrey, City Clerk [tiffany@marionks.net](mailto:tiffany@marionks.net) Responses to all questions will be answered in direct response and posted on the City's website [www.marionks.net](http://www.marionks.net) by November 10, 2021 at 5:00 p.m.

Thank you for your interest in the City of Marion.

**RESOLUTION NO. 21- 20**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF MARION, KANSAS AUTHORIZING THE APPROVAL OF A USE OF REAL ESTATE IN THE LIGHT INDUSTRIAL DISTRICT**

**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 allow the real property described as Lot 6, Block 1 in the Batt Industrial Park addition for the storage of recreational vehicles and boats; and

**WHEREAS**, Batt Industrial Park is zoned as Light Industrial by the City of Marion's Planning and Zoning Regulations; and

**WHEREAS**, Light Industrial regulations Section 12.2 (8) allow for "Building materials; lumberyards; recreation vehicles; boats; and manufactured housing; sales, storage and repairs"; and

**WHEREAS**, the standards listed for the operations allowed in Light Industrial require that they be conducted within a fully enclosed building; and

**BE IT RESOLVED**, by the Governing Body of the City of Marion that the proposed use for this property is consistent with the uses set forth in the zoning regulations, however, the requirement to enclose all buildings within this district is not feasible based upon some of the uses allowed, such as water towers, electric substations, machinery storage. The Governing Body of the City of Marion shall grant the parties leave to use the property for the purpose of storing recreation vehicles and storing boats, in a structure that is not fully enclosed and further directs the Board of Planning and Zoning to review the regulations and make the requirements consistent with the uses allowed.

Resolution adopted and approved by the governing body of the City of Marion, Kansas this 15<sup>th</sup> day of November, 2021.

**ATTEST:**

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

**Tiffany Jeffrey, Clerk**

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

**David Mayfield, Mayor**

( Seal )

# Batt Industrial Park Sales Agreement

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Marion, Kansas, hereinafter referred to as Seller, and Brett Unruh and Ashley Unruh, hereinafter referred to as Buyers.

Seller agrees to bargain, sell and convey to Buyers and Buyers agree to purchase from Seller the real estate herein-after described for the sum and subject to the conditions hereinafter set out.

## DESCRIPTION:

BATT INDUSTRIAL PARK (MARION), ACRES 2.49, LOT 6 BLK 1 BATT INDUSTRIAL PARK ADDITION TO CITY OF MARION, MARION COUNTY, KANSAS

Commonly known as 1004 Batt, Marion, Kansas 66861.

## PURCHASE PRICE:

Buyers agree to pay Seller and Seller agrees to accept the sum of \$17,000 for the above-described real estate, said sum to be paid subject to the terms and conditions hereinafter set out.

## PAYMENT OF PURCHASE PRICE:

1. Buyers shall pay the sum of \$500 as earnest money at the signing of this Agreement paid to Seller.
2. The balance of the purchase price in the sum of \$16,500 shall be paid to Seller at closing.

## TAXES:

Seller shall pay the 2021 and all prior taxes. The Buyers shall pay the 2022 and all subsequent taxes.

## CLOSING DATE AND POSSESSION:

This transaction shall be closed and Seller shall give Buyers' possession on April 1, 2022, or an earlier date as is agreeable to both parties.

## INSURANCE:

Seller has no insurance on the premises. If property is damaged prior to closing, at Buyers' discretion the agreement may be cancelled and the earnest money returned to Buyers.

## DEED:

Seller shall execute a Warranty Deed to Buyers subject to the terms and conditions of this agreement to Buyers upon closing.

## TITLE:

Seller shall have no obligation to provide a survey. Any survey shall be done at Buyers' expense. If Buyers obtains a survey or title insurance, any material discrepancy which is brought to Seller's attention prior to closing shall be deemed to be an objection to the issuance of the policy according to the terms of the commitment, and Seller shall have a reasonable time to cure any discrepancy.

If Buyers fail within the 10 days to make objections to the policy being written according to the commitment, all title requirements will be deemed waived by the Buyers.

If Buyers obtains a title Insurance commitment and/or conduct a survey prior to closing and Seller is unable or unwilling to furnish insurable title within a reasonable time, then at the option of the Buyers, Buyers may either waive said requirements or terminate this Agreement. Should the Agreement be so terminated, the Buyers shall receive their earnest money.

#### 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.

#### MISCELLANEOUS:

1. This Purchase agreement shall include the original commitment by the Buyers to obtain the necessary Zoning modifications in order to fully execute their planned land use prior to this agreement closing.
2. Buyers agree that the terms of this section shall be stated or referred to in the warranty deed from Seller to Buyers. Buyers agree that if he/she fails to complete construction of proposed RV/Boat Storage facility within 12 months of the date of closing AND is denied an extension by Seller, then the property shall be conveyed back by Buyers to Seller, and Buyers shall immediately execute a quit claim deed to Seller for Buyers' interest in the above-described real estate.
3. Buyers have examined the property to the extent Buyers desires and Buyers accept the premises
  - a. AS IS.
4. Seller agrees to sign and consent to Buyers mortgaging the above-described property for the purpose of constructing and/or repairing the property. However, at no time does Seller agree to assume responsibility nor must Seller sign any note that Buyers execute regarding the above-described property. The parties agree that repayment of any mortgage and/or note shall be the sole responsibility of the Buyers.
5. Both Buyers and Seller acknowledge that the terms set forth in this Agreement shall survive closing of this transaction regarding the above-described real estate; EXCEPT the Section on Default which addresses only the initial closing of the transaction.

#### PERSONAL PROPERTY:

Any personal property on the premises excluding utility infrastructure as of the date of closing this agreement shall become the property of Buyers.

#### EXPENSES AND COSTS:

The cost of preparation of the Agreement, Joint Tenancy Warranty Deed and Kansas Real Estate Sales Validation Questionnaire shall be paid by Buyers. The Buyers will be responsible for all closing costs associated with the closing of this transaction. **The parties agree to split the cost of an owner's title insurance policy.** Buyers would be responsible for cost of mortgage title insurance policy. Buyers shall pay the cost to record Buyers' deed.

**ADDITIONAL EXPENSE:**

**Request for two culverts to be installed along Batt Street at the east and west ends of the Lot. Said culverts will need to be 18 inches in size, and will cost \$401.00 each, with this cost subject to change, for the material. (Who pays for this, to be determined.)**

**DEFAULT:**

These terms of default apply to the initial closing of the transaction: time is of the essence of this Agreement and all payments and agreements must be promptly paid and performed in accordance with the terms herein. If Buyers fail to pay the purchase price, this transaction will be void at Seller's option in which case Seller may retain the earnest money payment. If Seller or Buyers fail to complete this transaction as provided herein, this transaction may be enforced by specific performance. The other terms of this agreement, shall apply to any default that may occur after the formal closing and those other terms shall survive closing.

**TAXPAYER INFORMATION:**

City of Marlon, Kansas, a municipal corporation. EIN # 48-6036493

THIS AGREEMENT and all provisions thereof shall extend to and bind the heirs, executors, administrators and assigns of the parties hereto; this Agreement constitutes the full and complete agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

City of Marlon by: \_\_\_\_\_ (Seller)

Mayor

Brett Unruh: \_\_\_\_\_ (Buyer)

Ashley Unruh: \_\_\_\_\_ (Buyer)

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) ss:

COUNTY OF MARION )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Brett Unruh and Ashley Unruh, Buyers.

\_\_\_\_\_  
Notary Public

My appointment expires:

**ACKNOWLEDGMENT**

STATE OF KANSAS )

) ss:

COUNTY OF MARION )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, for the City of Marion, Seller.

\_\_\_\_\_  
Notary Public

My appointment expires:

Attested:

\_\_\_\_\_  
Tiffany Jeffrey, City of Marion Clerk

# **Current Parking Regulations**

## **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 lots under 25 spaces shall have 1 van accessible parking space meeting the standards of the Americans with Disabilities Act. All lots over 25 spaces shall have 2 van accessible parking spaces meeting the standards of the Americans with Disabilities Act.

23-3.02 All parking lots shall be constructed, at a minimum, with paved, hard surface, all-weather dust free materials such as masonry, concrete, asphalt, or other acceptable material. The design and materials must meet city specifications and must be included in the application for the building permit. Possible exceptions for using compacted gravel may be granted by the Zoning Administrator as follows:

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.



# Redlines (proposed changes) to Current Parking Regulations

## 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 lots under 25 spaces shall have 1 van accessible parking space meeting the standards of the Americans with Disabilities Act. All lots over 25 spaces shall have 2 van accessible parking spaces meeting the standards of the Americans with Disabilities Act. Americans with Disabilities Act 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 lots/spaces shall be constructed, at a minimum, with a paved surface area of: ~~paved, hard surface, all-weather dust-free materials such as masonry, concrete, asphalt, or other acceptable material.~~

- a. Concrete
- b. Asphalt
- c. Prime and seal
- e.d. Masonry

~~Possible exceptions for using compacted gravel may be granted by the Zoning Administrator as follows:~~

- 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.

# **Final Draft if Redlines Accepted**

## **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 lots under 25 spaces shall have 1 van accessible parking space meeting the standards of the Americans with Disabilities Act. All lots over 25 spaces shall have 2 van accessible parking spaces meeting the standards of the Americans with Disabilities Act. Americans with Disabilities Act 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
- b. Asphalt
- c. Prime and seal
- d. Masonry

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.**

## REAL ESTATE CONTRACT

This Real Estate Contract ("Contract") is entered into by and between **City of Marlon, Kansas**, a municipality ("Seller") and **CBC Marlon 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 Roosevelt Street, Marlon, 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 1<sup>st</sup> Title, 222 E. Main, Marlon, 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 will obtain all necessary governmental approvals, zoning, and permits to construct the improvements and signage for its intended use.
  - (iii) Seller will construct 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 Marlon LLC  
4706 Broadway, Suite 240  
Kansas City, Missouri 64154  
Attn: Dan Carr  
E-mail: [dcarr@usfpco.com](mailto:dcarr@usfpco.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 up to a maximum of \$10,000 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 Marlon LLC**

By \_\_\_\_\_  
Daniel K. Carr, Manager

Date: November \_\_, 2021

**City of Marlon, Kansas**

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

Date: November 16, 2021

**Marion Water System Improvements**

KDHR Project 2007, CDBG Project 20-PP-090

Pay Estimate 10

11/8/2021

| ITEM | Unit  | Unit Price       | Contract |                | Quantity this Period  | Constructed           |              |
|------|---|------------------|----------|----------------|-----------------------|-----------------------|--------------|
|      |   |                  | Quantity | Price          |                       | Total Quantity        | Price        |
| 1    | Mobilization                                  | LS \$ 50,000.00  | 1        | \$50,000.00    | 0                     | 0.9                   | \$45,000.00  |
| 2    | 1" HDPE Service Line w/Tracer Wire            | LF. \$ 25.64     | 10000    | \$256,400.00   | 731                   | 11792                 | \$302,346.88 |
| 3    | 2" HDPE Service Line w/Tracer Wire            | LF. \$ 26.65     | 100      | \$2,665.00     | 0                     | 1071                  | \$28,542.15  |
| 4    | 4" C900 Pipe w/Tracer Wire                    | LF. \$ 40.00     | 150      | \$6,000.00     | 2                     | 184                   | \$7,360.00   |
| 5    | 6" C900 Pipe w/Tracer Wire                    | LF. \$ 60.00     | 17000    | \$1,020,000.00 | 744                   | 16407                 | \$984,420.00 |
| 6    | 8" C900 Pipe w/Tracer Wire                    | LF. \$ 74.00     | 2250     | \$166,500.00   | 23                    | 2225                  | \$164,650.00 |
| 7    | 8" DR11 IPS HDPE w/Tracer Wire                | LF. \$ 84.14     | 1100     | \$92,554.00    | 0                     | 960                   | \$80,774.40  |
| 8    | 12" Steel Encasement Pipe                     | LF. \$ 200.00    | 75       | \$15,000.00    | 0                     | 75                    | \$15,000.00  |
| 9    | Service Tie-In                                | Each \$ 1,120.00 | 50       | \$56,000.00    | 2                     | 33                    | \$36,960.00  |
| 10   | Service Connection (For 5/8" x 3/4" Meter)    | Each \$ 1,600.00 | 210      | \$336,000.00   | 7                     | 243                   | \$388,800.00 |
| 11   | 1" Service Connection (For 1" Meter)          | Each \$ 1,700.00 | 2        | \$3,400.00     | 0                     | 3                     | \$5,100.00   |
| 12   | 2" Service Tie-In                             | Each \$ 2,500.00 | 1        | \$2,500.00     | 0                     | 6                     | \$15,000.00  |
| 13   | Service Connection Abandonment                | Each \$ 100.00   | 9        | \$300.00       | 0                     | 9                     | \$900.00     |
| 14   | 2" Gate Valve w/ Valve Box                    | Each \$ 860.00   | 1        | \$860.00       | 0                     | 1                     | \$860.00     |
| 15   | 4" Gate Valve w/ Valve Box                    | Each \$ 1,200.00 | 14       | \$16,800.00    | 1                     | 8                     | \$9,600.00   |
| 16   | 6" Gate Valve w/Valve Box                     | Each \$ 1,410.00 | 95       | \$133,950.00   | 4                     | 82                    | \$115,620.00 |
| 17   | 8" Gate Valve w/Valve Box                     | Each \$ 1,950.00 | 15       | \$29,250.00    | 2                     | 17                    | \$33,150.00  |
| 18   | Remove/Replace 4" Gate Valve In Existing Line | Each \$ 3,800.00 | 3        | \$11,400.00    | 0                     | 7                     | \$26,600.00  |
| 19   | Remove/Replace 6" Gate Valve In Existing Line | Each \$ 3,950.00 | 4        | \$15,800.00    | 0                     | 2                     | \$7,900.00   |
| 20   | Valve Isolation                               | Each \$ 1.00     | 4        | \$4.00         | 0                     | 0                     | \$0.00       |
| 21   | 2" Corp Stop for Flushing and Testing         | Each \$ 1.00     | 10       | \$10.00        | 0                     | 1                     | \$1.00       |
| 22   | 2" or smaller Waterline Connection            | Each \$ 2,330.00 | 4        | \$9,320.00     | 0                     | 2                     | \$4,660.00   |
| 23   | 4" Waterline Connection                       | Each \$ 3,450.00 | 20       | \$69,000.00    | 1                     | 10                    | \$34,500.00  |
| 24   | 6" Waterline Connection                       | Each \$ 4,200.00 | 20       | \$84,000.00    | 2                     | 17                    | \$71,400.00  |
| 25   | 8" Waterline Connection                       | Each \$ 5,000.00 | 10       | \$50,000.00    | 1                     | 11                    | \$55,000.00  |
| 26   | 2" or smaller Waterline Abandonment           | Each \$ 1,080.00 | 3        | \$3,240.00     | 0                     | 3                     | \$3,240.00   |
| 27   | 4" Waterline Abandonment                      | Each \$ 1,575.00 | 20       | \$31,500.00    | 1                     | 15                    | \$23,625.00  |
| 28   | 6" Waterline Abandonment                      | Each \$ 2,600.00 | 15       | \$39,000.00    | 3                     | 11                    | \$28,600.00  |
| 29   | 8" Waterline Abandonment                      | Each \$ 3,145.00 | 5        | \$15,725.00    | 0                     | 1                     | \$3,145.00   |
| 30   | Valve Box Abandonment                         | Each \$ 100.00   | 38       | \$3,800.00     | 9                     | 44                    | \$4,400.00   |
| 31   | 3-Way Fire Hydrant                            | Each \$ 4,600.00 | 22       | \$101,200.00   | 1                     | 21                    | \$96,600.00  |
| 32   | Fire Hydrant Extension                        | LF. \$ 400.00    | 4        | \$1,600.00     | 0                     | 19                    | \$7,600.00   |
| 33   | Fire Hydrant Abandonment                      | Each \$ 208.00   | 20       | \$4,160.00     | 5                     | 21                    | \$4,368.00   |
| 34   | Tracer Wire Test Station                      | Each \$ 135.00   | 32       | \$4,320.00     | 2                     | 43                    | \$5,805.00   |
| 35   | Sanitary Sewer Crossing                       | Each \$ 1.00     | 10       | \$10.00        | 0                     | 0                     | \$0.00       |
| 36   | Remove/Replace Gravel Surfacing               | S.Y. \$ 40.00    | 20       | \$800.00       | 0                     | 0                     | \$0.00       |
| 37   | Remove Paving/Replace with Concrete           | S.Y. \$ 200.00   | 200      | \$40,000.00    | 21.2                  | 222                   | \$44,400.00  |
| 38   | Remove/Replace Curb and Gutter                | LF. \$ 50.00     | 150      | \$7,500.00     | 0                     | 133.8                 | \$6,690.00   |
| 39   | Remove/Replace Brick Paving                   | S.Y. \$ 385.00   | 40       | \$15,400.00    | 0                     | 20                    | \$7,700.00   |
| 40   | Remove/Replace Concrete Sidewalk              | S.Y. \$ 165.00   | 20       | \$3,300.00     | 0                     | 13.3                  | \$2,194.50   |
| 41   | Erosion Control - Silt Fence                  | LS. \$ 1.00      | 1        | \$1.00         | 0                     | 1                     | \$1.00       |
| 42   | Seeding                                       | LS. \$ 1.00      | 1        | \$1.00         | 0                     | 1                     | \$1.00       |
| 43   | Traffic Control                               | LS. \$ 1.00      | 1        | \$1.00         | 0                     | 1                     | \$1.00       |
|      |   |                  |          |                | <b>\$2,699,271.00</b> | <b>\$2,672,514.93</b> |              |

**Total Due Contractor from Construction**

**\$2,672,514.93**

**Retainage**

**2.5% \$ 66,812.87**

**Stored Material**

**\$ -**

**Previously Paid**

**\$ 2,500,338.59**

**Amount Due This Pay Estimate**

**\$ 105,363.47**

*Edna Pappell*

11/8/2021

EBH Engineering

Date

*William B. Hoo*

11/8/21

Ditch Diggers

Date

City of Marion

Date

MENT OF CDBG FUNDS

CFDA 14.228

PART I: REQUEST FOR PAYMENT INFORMATION

GRANTEE - NAME City of Marion, Kansas

GRANT NO. 20-PF-030

STREET ADDRESS 208 E. Santa Fe

REQUEST NO. 10

PO BOX n/a

tiffany@marionks.net

CITY, STATE, ZIP Marion, KS 66861

Grantee's - E-mail address for notifying about ACH deposit  
rsaunders@ransonfinancial.com

Administrator - E-mail address for notifying about ACH deposit

PART II: STATUS OF CDBG FUNDS

AMOUNT

|   |                                      |                   |
|---|--------------------------------------|-------------------|
| 1 | PAYMENT DUE & AMOUNT OF THIS REQUEST | <u>15,000.00</u>  |
| 2 | CDBG GRANT AWARD                     | <u>600,000.00</u> |
| 3 | PROGRAM INCOME AND OTHER RECEIPTS    |                   |
| 4 | TOTAL FUNDS ( 2 + 3 )                | <u>600,000.00</u> |
| 5 | CDBG FUNDS RECEIVED TO DATE          | <u>450,000.00</u> |
| 6 | TOTAL ( 1 + 5 )                      | <u>465,000.00</u> |
| 7 | REMAINING CDBG FUNDS ( 4 - 6 )       | <u>135,000.00</u> |

PART III: CERTIFICATION

I HEREBY CERTIFY THAT THE DATA REPORTED ABOVE IS CORRECT AND THAT THE AMOUNT REQUESTED IS NOT IN EXCESS OF CURRENT NEEDS

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

PART IV: APPROVAL (FOR KANSAS DEPT. OF COMMERCE USE ONLY)

CDBG APPROVAL:

- 1. CONTRACT TERMINATION DATE: \_\_\_\_\_
- 2. AUTHORIZED SIGNATURE: \_\_\_\_\_
- 3. MONITORING RESOLUTION: CURRENT / PAST DUE / NA
- 4. QUARTERLY PROGRESS REPORTS: CURRENT / PAST DUE

FIELD REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

FISCAL \_\_\_\_\_ DATE \_\_\_\_\_

Department of Commerce  
Community Development Block Grant

**EXHIBIT E - REQUEST FOR DISBURSEMENT FROM KDHE REVOLVING LOAN PROGRAMS**

|  |  |
|--|--|
| <b>INDICATE WHICH LOAN PROGRAM THIS REQUEST IS FOR:</b><br>KANSAS WATER POLLUTION CONTROL REVOLVING FUND _____<br>KANSAS PUBLIC WATER SUPPLY LOAN FUND <input checked="" type="checkbox"/> | <b>KDHE PROJECT NUMBER (REFER TO LOAN AGREEMENT)</b><br>KWPCRF PROJECT # C20<br>KPWSLF PROJECT # <b>2987</b> |
|--|--|

|  |   |
|--|---|
| <b>IS THIS THE FINAL DISBURSEMENT REQUEST FOR THIS LOAN?</b><br><br>YES _____ NO <input checked="" type="checkbox"/> | <b>RECIPIENT INFORMATION</b><br><br>NAME: <b>City of Marion, Kansas</b> |
|--|---|

|  |   |
|--|---|
| <b>PAYMENT REQUEST NUMBER:</b> <b>11</b> | <b>ADDRESS or PO box (include City, State, Zip):</b> <b>208 E. Santa Fe, Marion, KS 66961</b> |
|--|---|

The undersigned hereby requests that the following amounts be disbursed for the following Project Costs as defined in the loan agreement:

| Classification   | Invoice amounts (Invoices must be attached) | Invoiced from (list payee(s)) | Description                   |
|--|---|-------------------------------|-------------------------------|
| a. Administrative expense (loan admin services, publication fees, attorney fees, etc.) |   | Ranson Financial              | CDBG Admin                    |
| b. Engineering services expense  |   |                               |                               |
| c. Land, easements (Not allowable under KWPCRF)  |   | EBH & Associates              | PER/Design Eng/Survey/Staking |
| d. Construction Contract Expense   | <b>\$ 105,363.47</b>                        | Ditch Diggers                 | Construction                  |
| e. Equipment (by separate KDHE approved contract or procedure)                         |   |                               |                               |
| f. Miscellaneous cost (not categorized above)  |   |                               |                               |
| <b>g. Total of Invoices Submitted (sum of lines a thru f)</b>                          | <b>\$ 105,363.47</b>                        |                               |                               |
| <b>h. Deductions for other sources of funding used (from grants or cash on hand)</b>   | <b>\$ 15,000.00</b>                         |                               |                               |
| <b>i. Total Disbursement Requested from KDHE * (Line g minus line h)</b>               | <b>\$ 90,363.47</b>                         |                               |                               |

**CERTIFICATION:** I hereby state and certify that: (i) the amounts requested, are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due as stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) all representations made in the Agreement remain true as of the date of this request; and (iii) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.

**RECIPIENT NAME:**  
**City of Marion, Kansas**

**Signature of Authorized Certifying Official**

**Typed or Printed Name and Title**  
**David Mayfield, Mayor**

|                    |  |   |
|--------------------|--|---|
| <b>Date Signed</b> | <b>Telephone (Area Code, number &amp; ext.)</b><br><b>620-382-3703</b> | <b>Email</b><br><b>tiffany@marionks.net</b> |
|--------------------|--|---|



# Water Plant Systems

## Drag Chain System in Primary Settling Basins



## Ozone Generator for Primary Disinfectant



# Chemical Controlling Equipment





# 3 Game Changer Recommendations



## Consistent Rules

Elected Officials following the same policies and guidelines that has been created for employees will build bridges and enhance performance immediately



## Empower Employees

Allow your employees the flexibilities needed to cope in today's rapidly changing environment.  
**Not a single employee gets up in the morning and says let me go do a bad job today**



## Trust Employees

The City team is made up of people that have had greatly varying life experiences. This means the we are blessed with diverse experience that is in front of our customers daily.

# Some Staff Recommended Solutions



## Align Holidays

Align our Holidays with governmental agencies in the County. This would require addition of Martin Luther King Day, President's Day and Columbus Day to current package.



## Service Awards

Create a tangible recognition program that includes a gift catalog or recognition plaques/trophies



## Tuition Reimbursement

Invest in the City future by investing in continuing education for employees. Not limited to their current role, but course work for other larger assignments on the Team.

# A Few More Staff Recommended Solutions



Providing an financial incentive to our employees for bringing new coworkers, will reinforce their value to the organization and lessen the betrayal of hiring at higher pay rates if necessary.



Providing a financial incentive to new employees after 60 days of acceptable service to the city. For Full-time, part-time, and seasonal



HUD recommends assistance be provided on moves with packing, moving, & unpacking of goods plus the transportation costs for employee and family.  
Actual Costs or Lump Sum



Extending a discount utility rate to employees residing in the city. This creates an added incentive to establish and maintain residency within city limits.



| <b>Pay Period</b>  | <b>Period</b> | <b>Timesheets Due in City Office</b> | <b>Pay Day</b>     |
|--------------------|---------------|--------------------------------------|--------------------|
| Dec 26 thru Jan 08 | 1             | January 10, 2022                     | January 12, 2022   |
| Jan 09 thru Jan 22 | 2             | January 24, 2022                     | January 26, 2022   |
| Jan 23 thru Feb 05 | 3             | February 7, 2022                     | February 9, 2022   |
| Feb 06 thru Feb 19 | 4             | February 18, 2022                    | February 23, 2022  |
| Feb 20 thru Mar 05 | 5             | March 7, 2022                        | March 9, 2022      |
| Mar 06 thru Mar 19 | 6             | March 21, 2022                       | March 23, 2022     |
| Mar 20 thru Apr 02 | 7             | April 4, 2022                        | April 6, 2022      |
| Apr 03 thru Apr 16 | 8             | April 18, 2022                       | April 20, 2022     |
| Apr 17 thru Apr 30 | 9             | May 2, 2022                          | May 4, 2022        |
| May 01 thru May 14 | 10            | May 16, 2022                         | May 18, 2022       |
| May 15 thru May 28 | 11            | May 27, 2022                         | June 1, 2022       |
| May 29 thru Jun 11 | 12            | June 13, 2022                        | June 15, 2022      |
| Jun 12 thru Jun 25 | 13            | June 27, 2022                        | June 29, 2022      |
| Jun 26 thru Jul 09 | 14            | July 11, 2022                        | July 13, 2022      |
| Jul 10 thru Jul 23 | 15            | July 25, 2022                        | July 27, 2022      |
| Jul 24 thru Aug 06 | 16            | August 8, 2022                       | August 10, 2022    |
| Aug 07 thru Aug 20 | 17            | August 22, 2022                      | August 24, 2022    |
| Aug 21 thru Sep 03 | 18            | September 2, 2022                    | September 7, 2022  |
| Sep 04 thru Sep 17 | 19            | September 19, 2022                   | September 21, 2022 |
| Sep 18 thru Oct 01 | 20            | October 3, 2022                      | October 5, 2022    |
| Oct 02 thru Oct 15 | 21            | October 17, 2022                     | October 19, 2022   |
| Oct 16 thru Oct 29 | 22            | October 31, 2022                     | November 2, 2022   |
| Oct 30 thru Nov 12 | 23            | November 14, 2022                    | November 16, 2022  |
| Nov 13 thru Nov 26 | 24            | November 28, 2022                    | November 30, 2022  |
| Nov 27 thru Dec 10 | 25            | December 12, 2022                    | December 14, 2022  |
| Dec 11 thru Dec 24 | 26            | December 23, 2022                    | December 28, 2022  |

| <b>2022 Holiday Schedule</b> |                           |               |                             |
|------------------------------|---------------------------|---------------|-----------------------------|
| New Years Day                | Friday, January 3, 2022   | Columbus Day  | Monday, October 10, 2022    |
| Martin Luther King Jr Day    | Monday, January 17, 2022  | Veteran's Day | Friday, November 11, 2022   |
| Presidents' Day              | Monday, February 21, 2022 | Thanksgiving  | Thursday, November 24, 2022 |
| Memorial Day                 | Monday, May 30, 2022      |               | Friday, November 25, 2022   |
| Independence Day             | Monday, July 4, 2022      | Christmas     | Monday, December 26, 2022   |
| Labor Day                    | Monday, September 5, 2022 |               | Tuesday, December 27, 2022  |

Payroll that sick leave is accrued for the previous month



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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**

**November 1 to November 7, 2021**

**November 1, 2021** – Officers patrolled school zones. Officers followed up on cases from previous week. Officers provided two VIN inspections. Officers served notices to appear in Municipal Court. A traffic stop was made where a warning was issued for a headlight out. A dog at large was reported near Weldon and Lincoln, no dog was located.

**November 2, 2021** – Officers located an open door to a residence, door was secured. Officers patrolled school zones. Officers met with individual in reference to a custody issue. Officers received a report of a truck leaking diesel in the roadway, ended up being water. A traffic stop was made and a warning issued for expired registration. Officers provided a VIN inspection.

**November 3, 2021** – Officers patrolled school zones. Officers checked on a vacant residence per neighbor's request, everything was okay. A report of suspicious activity was made, everything was okay. Officers provided fifteen VIN inspections. Officers assisted Sheriff's Deputies with a vehicle search near the Marion round about. A report of pumpkins being removed from display on west Main, pumpkins were located in street. Three traffic stops were made where warnings were issued for speed. Officers provided foot patrol checking business doors.

**November 4, 2021** – Officers responded to two dogs at large near Roosevelt and Nickerson, owner was contacted and picked up dogs. Officer patrolled school zones. Officers made four traffic stops issuing warnings for speed over posted and equipment violations. Officers provided a welfare check in the 400 block of north Fourth, everything was okay. Officers provided foot patrol checking business doors.

**November 5, 2021** – Officers returned a phone call reference a previous weeks citation that was issued. Officers provided two VIN inspections. Officers served a municipal court paper. Officers met with individuals in reference to a possible scam. Two traffic stops were made where warnings were issued for equipment. Officers provided foot patrol checking business doors. An open door was located and secured. Officers checked on suspicious vehicle, everything was okay.

**November 6, 2021** – Officers provided traffic control for Toy Run. A traffic stop was made where a warning was issued for no headlights. A found bicycle was reported. A report of motorcycles on the flood project the previous days. Officers made four traffic stops where warnings were issued for speed over posted and equipment violations. Officers provided foot patrol checking business doors.

**November 7, 2021** – Officers checked on a stranded motorist, individual was given directions. Officers checked on a disabled vehicle in the 1000 block of north Cedar. Officers provided foot patrol checking business doors. Officers located an open business door and contacted key holder.

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**Clinton Jeffrey, Chief of Police**  
c.jeffrey@marionks.net

**Steven Janzen, Assistant Chief**  
s.janzen@marionks.net

# **MPD**

## **MARION POLICE**

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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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**Weekly Press Release**  
10/25/2021 - 10/31/2021

**October 25, 2021** – Officers provided two VIN inspections. A report of two pigs out near round about, notified sheriff's office. Officers picked up a dog at large in the 200 block of south Cedar. Officers provided a welfare check in the 500 block of north Cedar. Officers took a report of a runaway juvenile, the juvenile was later located and everything was okay. Officers checked on disabled vehicle in the 100 block of south Lincoln. An open door was located in the 900 block of Industrial.

**October 26, 2021** – Officers patrolled school zones. Officers followed up on an accident from the previous week. Two traffic stops were made where warnings were issued for speed. Officers located an open door in the Industrial Park, owner was contacted.

**October 27, 2021** – Officers patrolled school zones. Officers met with individual in reference to a possible theft. Officers provided a VIN inspection. Officers attended Municipal Court. Officers and their families attended local youth group to serve supper.

**October 28, 2021** – Officers patrolled school zones. A bicycle that was left in the park was taken to the Police Department. Officers removed debris from the roadway. Officers provided two VIN inspections. Officers issued two parking citations.

**October 29, 2021** – Officers provided two VIN inspections. Officers assisted truck driver with making a tight turn. Officers returned a phone call in reference to a question about a driver's license. Officers returned a phone call in reference to a VIN inspection. Officers met with individual in reference to a civil matter. Officers checked on a disabled vehicle in the 200 block of Elm, vehicle had struck curb.

**October 30, 2021** – Officers met with individual in reference to a child custody issue. Officers responded to a report of open burning in the 100 block of Forest, individual put out fire. Officers passed out hot dogs and t-shirts at trick or treat Main Street. Officers checked on a noise complaint in the 300 block of north Cedar. A parking citation was issued in the 300 block of north Cedar.

**October 31, 2021** – Officers provided a civil standby in the 1000 block of east Main. Two traffic stops were made where warnings were issued for speed over posted. Officers responded to the 400 block of north Roosevelt for a report of suspicious activity, nothing was located.

*At approximately 0020 hours on Sunday October 31, 2021 K9 Officer Slater checked on a suspicious vehicle in the 300 block of north Cedar. After contact was made with the individuals in the vehicle K9 Officer Slater could smell the odor of Marijuana. A search of the vehicle led to*

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**Clinton Jeffrey, Chief of Police**  
c.jeffrey@marionks.net

**Steven Janzen, Assistant Chief**  
s.janzen@marionks.net

# **MPD**

## **MARION POLICE**

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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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*the discovery of 3.1 grams of marijuana and a marijuana smoking device. Subsequently Xavier Sullivan, 18, Sioux Falls, SD and David Darrak 19, Wichita, Kansas were issued citations for possession of Marijuana, Possession of Paraphernalia and Interference with Law Enforcement.*

**Criminal charges are often dropped or reduced, and all suspects shown are presumed innocent until proven guilty**

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**Clinton Jeffrey, Chief of Police**  
c.jeffrey@marionks.net

**Steven Janzen, Assistant Chief**  
s.janzen@marionks.net

## Community Enrichment/Interim Zoning Administrator City Council Report – November 12, 2021

Last Monday I met with Johnsie to review the Halloween Event and make some notes for next year. I updated the list of businesses that participated so we may thank them one more time. I also met with a couple I've been working with to find a location for a business. I visited with Gene Winkler about the old food bank building, as they are interested in making an offer on it. Sondra Mayfield stopped by to get some copies of the Community Christmas application paperwork for her clients. The chef from Art in the Park reached out to let me know he is looking at property here in Marion. I let Tim know I had another comment about the dirty light globes along the sidewalk in Central Park. I worked on preparing public hearing notices and letters for zoning applications for the December meeting. I gathered zoning information I may need for the city council meeting later today. I worked on selling the Walton billboard for the month of December. I returned a call about Jingle 'N Mingle. I visited with Phyllis at The Record about Community Christmas. I put the city court dates on the building calendar for November and December, and I removed it off the regular days for both months. I attended City Council meeting.

Last Tuesday I updated the zoning fee schedule page and zoning application forms with the new fees and sent them to Tiffany. I asked Tiffany to update the vision and mission wording on the new city web page, under community enrichment. I got permission for Tiffany to use a photo Phoebe Janzen has allowed me to use. I sent Rick more info for updating the former REC web page to the new Community Enrichment page, including several new photos and several promotional video links. I helped a gal from Council Grove who needed info on the seamstress from the former dry cleaner's business. I reviewed zoning regulations to answer a question from a citizen. I shared the flyer for the Alternative Gift Market on my Community Enrichment Facebook Page.

Last Wednesday I worked on selling the billboard, as I have three businesses interested. I updated my Art in the Park file and email, which took a couple of hours as I have hundreds of vendors in my files. I reached out to several possible vendors for Jingle 'N Mingle. I reviewed current properties for sale. I promoted the upcoming auction in the Roosevelt building. Johnsie had the idea to have people like the page, share the post, and post photos from the Halloween event on my Community Enrichment Facebook Page, and then we will have a live drawing at noon on Monday to give away prizes. This is helping my page grow. I now have 1,000 people following my page. I worked with Michelle Flaming to include a "Holly Jolly Garage Sale" at The Turquoise Table during our Holly Jolly Event, and I let Tammy know. I shared Michelle's post about her planned event on my CE page. I found and shared "Kickboxing with Keri." Cool! I visited with Mark Evans about the RV/Boat Storage project in the Industrial Park. I visited with Rick about updating my web page. Slowly, but surely. I reached out to Emily to ask about the MEDI meeting that should be next Thursday, but that is Veteran's Day so we need to move the meeting to another day that works for folks.

Last Thursday I worked on the trail grants. I wrote up a page for the grants, explaining the need, etc. I visited with a citizen about a zoning issue. I visited with Susan about reviewing the sales contract for the lot in the Industrial Park for the RV/Boat Storage. I helped in the city office as Becky and Roger were the only ones at work. I was very busy all day.

Last Friday I noted everyone who entered the contest for the prizes from the Halloween Event. We will have a live drawing Monday at Noon. I updated the page I wrote for the grants, after asking Roger a question about the route. I posted the library's home tours flyer on the Community Enrichment Facebook Page. I noticed Parent's As Teachers (PAT) have planned a Nursery Rhyme Walk for next Saturday morning in Central Park. I'm glad I saw this on Facebook, as they have not contacted me. I messaged Tim and DuWayne about it, so we make sure the restrooms are good to go, etc. I also shared this event on the CE Page. Roger saw an email Peabody puts out with all the events going on and asked me if I could do this. So, I did! There's LOTS going on in our community! Check it out!

I also posted the event list on Facebook. I hadn't heard from Joe Palic about KDOT approving the Christmas Parade, so I emailed him. I helped Becky a few times since she and I are holding down the office today. Sent Jingle 'N Mingle info to someone thinking about participating. Found a phone number for someone looking for owners of a local business. Sent business info to someone needing local honey. Directed someone to Gene for the electronic sign downtown. Helped someone needing contact info for the dry cleaners that closed.

Monday Johsie and Tiffany went live on Facebook to give away three prizes. We will do this once a week until Christmas. I met with Susan to go over a list of items that I needed her to review. I updated my documents after meeting with Susan, and I let Roger know the list of items for Council meeting. I helped someone with Community Christmas. I met with a citizen about a zoning matter. I updated the list of activities for Holly Jolly Christmas so it is ready for the Merchant meeting in the morning. I took Roger the information I have gathered for the walking trail grant. I signed up Bill & Essie to participate in Jingle 'N Mingle. I visited with Gene about getting turkeys as usual for Community Christmas.

On Tuesday I attended the Marion Merchant meeting. Went over the activity list for Holly Jolly Christmas. Met a mover and shaker from Emporia I hope to work with to get Marion included in the gravel road bike routes movement. Posted the next giveaway on Facebook. The Community Enrichment page has grown by over 2,000 the last two days. Talked with Lori Heerey about Holly Jolly Christmas and the chef I've been working with from Art in the Park. Sent some vendor suggestions to a gal for an event at the county lake next month. Visited with Terry about zoning, including documents being presented at Council meeting on Monday and catching him up on recent zoning activity. I made two gift certificates for a local business to give away at one of our weekly drawings. Had a vendor from Hillsboro reach out about participating in Jingle 'N Mingle. Helped two people with Community Christmas info. Visited with Joe and Tish Vinduska, and the auction last Friday was a huge success! There were people looking items over all day long, starting at 9 a.m.! The parking lot was full! They said this is the first time they have issued over 90 auction bidding numbers. They have an auction with beautiful furnishing from Peabody that they would love to do in January, if the building is still available. There are also lots of people interested in a Flea Market if that would ever be a possibility.

On Wednesday I visited with Susan and Terry about zoning items on the City Council agenda. I gathered all the documents for Roger for the council meeting packets. I visited with Darin about the trail location and one of the zoning matters. I had the building cleaned in preparation for the Alternative Gift Market on Saturday. I worked with the billboard company to get the art for posting the beginning of December at Walton ready to go.

Friday morning, I wrote a letter of support for Daryl and Megan Jones for the HEAL Grant. I made sure the building is ready for the Alternative Gift Market participants to set up for tomorrow's event. I sent Tammy an updated rough draft of the schedule of events for the Holly Jolly Christmas. I made sure Roger had all the information from me for the council packets. I attended Marion Economic Development, Inc., (MEDI) meeting at Noon. I received a letter of support from Marion Advancement Campaign (MAC) for the Trail Grant.