



## PUBLIC HEARING

1. Call the Public Hearing for the property located at 413 S. 4th to order – Mayor Mayfield.
2. Public Comment
3. Adjourn the Public Hearing

## REGULAR CITY COUNCIL MEETING

4. Flag Salute - Mayor Mayfield.
5. Call the Regular City Council meeting to order – Mayor Mayfield.
6. Approval of Agenda
7. Public Forum – Limited to Agenda Items, please (1)
8. Approval of consent agenda
  - Approval of the minutes of the May 31<sup>st</sup>, 2022 Regular City Council Meeting.
  - Approval of warrants in the amount of \$48,142.80.
  - Approval of payroll in the amount of \$32,604.74.
  - Fireworks license for TMN,LLC for 202 E. Main.
9. USD #408 Pool Support Invoices Approval – Tiffany Jeffrey.
10. Ordinance 1488 – Designating Moulton & Roosevelt as a controlled intersection – Chief Clinton Jeffrey.
11. Development Discussion with Rural Community Development LLC – Roger Holter.
12. Resolution 22-16 – Designees to execute the Lease Purchase Documents on the Motor Grader – Tiffany Jeffrey.
13. Resolution 22-17 – Calling for the Condemnation of the property at 413 S. 4<sup>th</sup> – City Attorney.
14. Code Enforcement & Building Inspection Proposal – Roger Holter.
15. Councilor, Department, & Staff Reports.
16. Public Forum (1)
17. Motion to Adjourn the Regular Council Meeting.

**( 15 Minute Break for Council and Budget Workshop Presenters for Refreshment )**

## CITY COUNCIL BUDGET WORKSHOP MEETING

1. Budget Process overview – Roger Holter.
2. County Clerk's Revenue Neutral Rate and Valuation Estimates – Roger Holter.
3. Department Head Budget Requests
  - Chief Jeffrey, Chief Killough, Tim Makovec, Steven Hart, Margo Yates
4. Council review of Draft Budget and Discussion. – Mayor Mayfield.
5. Determination on RNR notice to County Clerk. – Roger Holter.
6. Adjourn the workshop.

**Next Regular City Council Meeting on Monday June 27<sup>th</sup>, 2022 @4:30**

### **Council Meeting Procedures**

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

(First Published in the Marion County Record May 11, 2022 - 2x)

**RESOLUTION NO. 22-15**

**A RESOLUTION FIXING THE TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF MARION, KANSAS, AT WHICH TIME THE OWNERS, THEIR AGENTS, LIENHOLDERS OF RECORD AND OCCUPANTS OF THE STRUCTURES LOCATED IN SAID CITY HEREINAFTER DESCRIBED MAY APPEAR AND SHOW JUST CAUSE WHY SUCH STRUCTURES SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS DANGEROUS OR UNSAFE STRUCTURES ACCORDING TO MARION CITY CODE SECTON 8-201, 8-203, 8-406 AND 8-407.**

**WHEREAS, the Building Official of the City of Marion, Kansas, has found that the structures on the properties as described are in disrepair and are unsafe or dangerous; and**

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


**Section 1.** A hearing will be held on the 13<sup>th</sup> day of June, 2022, at 4:30 p.m. in at the Community Center lower level, City Building, 208 E Santa Fe, Marion, Kansas, at which time the owners, the agents, lienholders of record, occupants and other interested parties of the structures located on the following described properties may appear and show cause why the structures should not be condemned and ordered repaired or demolished.

<u>Street Address</u>	<u>Title Owner</u>	<u>Legal Description (short)</u>
413 S. Fourth St.	Michael T. Loomis	SOUTHERN ADDN (MARION), S/2 LOT 6 ALL LOTS 7-9 BLK 12 SOUTHERN

**Section 2. Publication.** The City Clerk shall cause this Resolution to be published once each week for two consecutive weeks on the same day of each week, and shall otherwise give notice for such hearing in the manner provided by K.S.A. 12-1750 et seq.

**Section 3.** This Resolution shall take effect and be in full force and effect from and after its passage and signature.

ADOPTED AND PASSED by the Governing Body of the City of Marion, Kansas, this  
2<sup>ND</sup> day of May, 2022.

  
Mayor David Mayfield

ATTEST:

  
City Clerk, Tiffany Jeffrey

=====  
Regular Council Meeting  
Tuesday, May 31, 2022  
4:30 PM

The regular meeting of the City Council for the City of Marion, Kansas was held Tuesday, May 31, 2022 at 203 N 3<sup>rd</sup>, Marion KS in the lower level at 4:30pm with David Mayfield presiding as Mayor and Council Members Zach Collett, Ruth Herbel and Jerry Kline in attendance. Also, in attendance were: Roger Holter, City Administrator; Tiffany Jeffrey, City Clerk; Clinton Jeffrey, Police Chief; Margo Yates, Community Enrichment Director; Zach Strella, City Attorney and Ron Herbel.

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

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

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

Consent Agenda: Collett moved to approve consent agenda; Herbel seconded; Herbel asked questions regarding payables to Chingawassa Days and refund for building permit. Motion carried 4-0.

- Approval of the Minutes of the May 16, 2022 Regular City Council Meeting.
- Approval of Warrants in the amount of \$232,803.75.
- Approval of payroll in the amount of \$34,582.75.
- Approval of Fireworks License for Wholesale Fireworks LLC.

Phyllis Zorn, Marion Record arrived at 4:31pm.

Award of RFP on Lease Purchase for Motor grader: T. Jeffrey presented the one bid received from our local banks from Marion National Bank on the motor grader purchase. She asked Council for approval of the award of RFP to MNB as presented to finalize the purchase with Marion County. Discussion held. Mayfield moved to accept the lease purchase agreement with Marion National Bank for the acquisition of the 1997 CAT 120h motor grader from Marion County; Kline seconded; motion carried 4-0.

Code Enforcement & Building Inspection Proposal: Holter advised that there is a revised contract proposal at each work station separating City of Herington and City of Marion. Holter advised this is the most cost-effective way for the City to have a fully certified inspector. This individual will be an employee of City of Herington and we are a contracted business of City of Herington for him to serve two days a week here at the cost of \$1800 per month. Discussion held. Collett moved to approve; Mayfield seconded; motion failed 2-2 with Herbel and Kline opposed.

Emergency Manual Updates: Chief Jeffrey presented updated to the emergency manual updates with contacts being updated along with tornado siren procedures, flood evacuation notification and electrical circuit updates. Mayfield moved to approve the revisions and updates to the Marion Emergency Management Guide dated May 31, 2022; Herbel seconded; motion carried 4-0.

Wichita State Strategic Plan Proposal: Collett presented WSU strategic plan proposal. Discussion held. Collett moved to approve the proposal from Wichita State University to facilitate the development of the Strategic Planning Process with the City of Marion in the amount of \$24,800;

Mayfield seconded; Kline asked for clarification on payment terms being a one-time fee or a yearly fee. Motion carried 4-0.

Budget Workshop discussion: Holter explained the revenue neutral rate created by the Legislators last year. Holter asked Council if they are willing to exceed the revenue neutral rate if it is based upon increase property valuation. Council mutually agreed. Holter asked Council what their desire was on mill levy rate. Council mutually agreed to remain at same mill levy. Holter asked what Council's desire is on utility fund support to general fund. Council mutually agreed upon \$250,000 utility transfer level. Holter asked if Council is agreeable to spend some of the cash reserves or cut some services. Discussion held. Council mutually agreed to not use cash reserves unless absolutely necessary. Holter asked Council about Capital Improvements and discussed municipal bond market rates. Discussion held. Council mutually agreed upon looking into the municipal bond market. Discussions held; no action taken.

Mayoral & Council Report: Mayfield advised that he has been in contact with Don Osenbaugh and he has some resumes that he would like to present to the Council and would like to get it done in the next couple of weeks. Set for Special meeting June 9<sup>th</sup> at 4:30pm. Herbel asked if we have summer activities going on for kids. Yates advised the Library has summer activities for children.

Administrator Report: Nothing further to report.

Community Enrichment Report: Yates congratulated everyone who had a hand in the Florence race event.

City Clerk Report: Nothing further to report.

Police Chief Report: Nothing further to report.

City Attorney Report: Nothing further to report.

Public Works Report: Not in attendance.

Economic Development Report: N/A

Public Forum: No public wished to address Council.

Adjournment: Kline moved to adjourn meeting at 5:45pm; Mayfield seconded; motion carried 4-0.

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

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

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
CENTRAL NATIONAL BANK 2027 ADRIAN & PANKRATZ P.A.									
JUNE 2022	JUDGE FEE	1	6/13/22	6/13/22 JUNE 2022 JUDGE FEE	200.00	01	01-85-5001	LIQ	1
				INVOICE TOTAL	200.00				
				VENDOR TOTAL	200.00				
754 ADVANCE INSURANCE CO OF KANSAS									
JULY 2022	PREMIUM	1	6/13/22	6/08/22 JULY 2022 PREMIUM	10.50	01	01-00-5722	LIQ	1
		2		JULY 2022 PREMIUM	3.41	01	E-PAYMNT 1308576 01-00-5722 6/13/22	LIQ	1
		3		JULY 2022 PREMIUM	13.13	01	E-PAYMNT 1308576 01-10-5722 6/13/22	LIQ	1
		4		JULY 2022 PREMIUM	26.25	01	E-PAYMNT 1308576 01-14-5722 6/13/22	LIQ	1
		5		JULY 2022 PREMIUM	3.41	02	E-PAYMNT 1308576 02-01-5722 6/13/22	LIQ	1
		6		JULY 2022 PREMIUM	5.25	02	E-PAYMNT 1308576 02-03-5722 6/13/22	LIQ	1
		7		JULY 2022 PREMIUM	26.25	02	E-PAYMNT 1308576 02-04-5722 6/13/22	LIQ	1
		8		JULY 2022 PREMIUM	7.88	02	E-PAYMNT 1308576 02-06-5722 6/13/22	LIQ	1
		9		JULY 2022 PREMIUM	3.41	01	E-PAYMNT 1308576 01-75-5722 6/13/22	LIQ	1
		10		JULY 2022 PREMIUM	10.50	02	E-PAYMNT 1308576 02-02-5722 6/13/22	LIQ	1
		11		JULY 2022 PREMIUM	5.25	01	E-PAYMNT 1308576 01-30-5722 6/13/22	LIQ	1
		12		JULY 2022 PREMIUM	5.25	01	E-PAYMNT 1308576 01-55-5722 6/13/22	LIQ	1
		13		JULY 2022 PREMIUM	5.25	01	E-PAYMNT 1308576 01-15-5722 6/13/22	LIQ	1
		14		JULY 2022 PREMIUM	5.24	02	E-PAYMNT 1308576 02-02-5722 6/13/22	LIQ	1
				INVOICE TOTAL	130.98				
				VENDOR TOTAL	130.98				
1225 AIRGAS USA, LLC									
inv# 9989050209		1	6/13/22	5/31/22 RENT ACETYLENE	10.13	02	02-01-5021	LIQ	1
		2		RENT ACETYLENE	10.13	02	02-04-5021	LIQ	1
		3		RENT ACETYLENE	10.12	01	01-10-5021	LIQ	1
		4		RENT ARGON	5.06	02	02-01-5021	LIQ	1
		5		RENT ARGON	5.06	02	02-04-5021	LIQ	1
		6		RENT ARGON	5.07	01	01-10-5021	LIQ	1
		7		RENT OXYGEN	20.25	02	02-01-5021	LIQ	1
		8		RENT OXYGEN	20.25	02	02-04-5021	LIQ	1
		9		RENT OXYGEN	20.26	01	01-10-5021	LIQ	1
		10		HAZMAT	8.03	02	02-01-5021	LIQ	1
		11		HAZMAT	8.03	02	02-04-5021	LIQ	1
		12		HAZMAT	8.02	01	01-10-5021	LIQ	1
				INVOICE TOTAL	130.41				

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INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
				VENDOR TOTAL	130.41				
0770327406-052522	1	6/13/22	5/25/22	4 AT & T WATER TOWER CKT	74.49	02	02-02-5015 E-PAYMNT 1308575	LIQ	1
				INVOICE TOTAL	74.49		6/13/22		
				VENDOR TOTAL	74.49				
INV# 3094116	1	6/13/22	6/01/22	3883 B & B HYDRAULICS CYLINDER CONST	724.85	02	02-06-5402	LIQ	1
				INVOICE TOTAL	724.85				
				VENDOR TOTAL	724.85				
MAY 2022	1	6/13/22	6/08/22	1967 CARD SERVICES CASEY'S 12 GALLONS FUEL	48.00	01	01-14-5025 E-PAYMNT 1308583	LIQ	1
	2			CASEY'S 8.12 GALLONS FUEL	32.50	01	01-14-5025 E-PAYMNT 1308583	LIQ	1
	3			USPS	11.25	02	02-02-5016 E-PAYMNT 1308583	LIQ	1
	4			USPS	4.50	01	01-14-5016 E-PAYMNT 1308583	LIQ	1
	5			USPS	11.25	02	02-02-5016 E-PAYMNT 1308583	LIQ	1
	6			USPS	9.25	02	02-02-5016 E-PAYMNT 1308583	LIQ	1
	7			USPS	9.65	01	01-14-5016 E-PAYMNT 1308583	LIQ	1
	8			DOLLAR GENERAL	34.26	02	02-02-5020 E-PAYMNT 1308583	LIQ	1
	9			DOLLAR GENERAL	29.23	01	01-10-5021 E-PAYMNT 1308583	LIQ	1
	10			USPS	9.25	02	02-02-5016 E-PAYMNT 1308583	LIQ	1
	11			USPS	11.25	02	02-02-5016 E-PAYMNT 1308583	LIQ	1
	12			USPS	11.25	02	02-02-5016 E-PAYMNT 1308583	LIQ	1
	13			USPS	27.70	02	02-02-5016 E-PAYMNT 1308583	LIQ	1
	14			AUNT BEES SMOLICK FUNERAL PLAN	27.06	02	02-04-5010 E-PAYMNT 1308583	LIQ	1
	15			G&R IMPLEMENT	60.00	01	01-30-5020 E-PAYMNT 1308583	LIQ	1
	16			JHARLEN-LINEMANS STRAP HOISE	433.61	02	02-04-5021 E-PAYMNT 1308583	LIQ	1
	17			ORIENTAL TRADING-COLOR RUN	114.99	10	10-00-5062 E-PAYMNT 1308583	LIQ	1
	18			COLOR BLAZE	149.95	10	10-00-5062 E-PAYMNT 1308583	LIQ	1
	19			TIRE DEALERS WAREHOUSE	65.36	01	01-30-5401 E-PAYMNT 1308583	LIQ	1

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INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	20			TIRE DEALERS WAREHOUSE	65.36	01	01-30-5409	LIQ	1
	21			PAIR DOMAINS-RENEWEL	82.85	01	01-00-5020 E-PAYMNT 1308583 6/13/22	LIQ	1
	22			STAPLES-BUSINESS CARDS	21.64	01	01-00-5020 E-PAYMNT 1308583 6/13/22	LIQ	1
	23			KHP VIN	200.00	10	10-00-5011 E-PAYMNT 1308583 6/13/22	LIQ	1
	24			FIRE RESISTANT WEAR	217.47	02	02-04-5060 E-PAYMNT 1308583 6/13/22	LIQ	1
	25			SPUR RIDGE DOG FOOD	56.69	26	26-00-5042 E-PAYMNT 1308583 6/13/22	LIQ	1
	26			SPUR RIDGE K9 EXAM	48.68	26	26-00-5042 E-PAYMNT 1308583 6/13/22	LIQ	1
	27			ARIAT-JEANS	389.54	02	02-04-5060 E-PAYMNT 1308583 6/13/22	LIQ	1
	28			CASEY'S 13.294 GALLONS FUEL	53.16	01	01-14-5025 E-PAYMNT 1308583 6/13/22	LIQ	1
	29			PRAIRIELAND OIL FILTER	7.70	01	01-30-5020 E-PAYMNT 1308583 6/13/22	LIQ	1
	30			TURNKEY POINT LAPTOP	22.90	10	10-00-5062 E-PAYMNT 1308583 6/13/22	LIQ	1
	31			AMAZON SURVEILLANCE KIT	48.30	10	10-00-5062 E-PAYMNT 1308583 6/13/22	LIQ	1
	32			AMAZON T-SHIRTS	21.62	10	10-00-5062 E-PAYMNT 1308583 6/13/22	LIQ	1
	33			AMAZON REPLACEMENT BATTERY	126.66	10	10-00-5062 E-PAYMNT 1308583 6/13/22	LIQ	1
	34			AMAZON MEMORY SD CARD	21.62	01	01-14-5020 E-PAYMNT 1308583 6/13/22	LIQ	1
	35			AMAZON FISKARS HATCHET	35.70	10	10-00-5062 E-PAYMNT 1308583 6/13/22	LIQ	1
	36			AMAZON FISKARS HAMMER	119.05	10	10-00-5062 E-PAYMNT 1308583 6/13/22	LIQ	1
	37			AMAZON EAR PIECE	9.69	10	10-00-5062 E-PAYMNT 1308583 6/13/22	LIQ	1
	38			DOLLAR GENERAL	6.22	01	01-30-5020 E-PAYMNT 1308583 6/13/22	LIQ	1
				INVOICE TOTAL	2,655.16				
				VENDOR TOTAL	2,655.16				
MAY STATEMENT	1	6/13/22	6/07/22	522 CARLSONS' GROCERY FOLGERS CLASSIC	13.39	01	01-10-5021	LIQ	1
	2			COFFEE FILTERS	4.89	01	01-10-5021	LIQ	1
	3			NIAGRA WATER	10.00	01	01-10-5021	LIQ	1
	4			NIAGRA WATER	3.34	01	01-10-5021	LIQ	1
	5			GROCERY	150.00	01	01-15-5020	LIQ	1
	6			GROCERY	170.00	01	01-15-5020	LIQ	1
	7			NIAGRA WATER	10.00	01	01-10-5020	LIQ	1
	8			SFT SP MOIST/ALO	4.38	01	01-30-5020	LIQ	1
	9			BST CH ULT SAS 6 BIG	7.19	01	01-30-5020	LIQ	1
	10			CHARM ESS STRONG	10.79	01	01-30-5020	LIQ	1
				INVOICE TOTAL	383.98				



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INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
VENDOR TOTAL					383.98				
INV# 4121844002	1931 CINTAS CORPORATION #451								
	1	6/13/22	6/08/22	XTRAC MAT INGO	16.50	01	01-10-5021	LIQ	1
	2			SMALL SHOP TOWEL	40.00	01	01-10-5021	LIQ	1
	3			SMALL SHOP TOWEL	18.36	01	01-10-5021	LIQ	1
	4			SERVICE CHARGE	16.88	01	01-10-5021	LIQ	1
INVOICE TOTAL					91.74				
VENDOR TOTAL					91.74				
MAY BILLS	1086 CITY OF MARION								
	1	6/13/22	6/09/22	CEMETARY	39.80	01	01-30-5015	LIQ	1
	2			CITY HALL	339.20	01	01-05-5015	LIQ	1
	3			JIA	29.59	01	01-90-5015	LIQ	1
	4			FIRE	77.25	01	01-65-5015	LIQ	1
	5			PARK	397.04	01	01-15-5015	LIQ	1
	6			POLICE	50.53	01	01-14-5015	LIQ	1
	7			SEWER	1,348.43	02	02-03-5015	LIQ	1
	8			S&A	31.20	01	01-10-5015	LIQ	1
	9			WATER DIST	31.20	02	02-01-5015	LIQ	1
	10			ELECTRIC	138.12	02	02-04-5015	LIQ	1
	11			STREET LIGHT	1,750.61	02	02-04-5014	LIQ	1
	12			WATER PLANT	1,140.69	02	02-02-5015	LIQ	1
13			MUSEUM	75.98	01	01-25-5015	LIQ	1	
INVOICE TOTAL					5,449.64				
VENDOR TOTAL					5,449.64				
INV# 292873	3313 COMPLIANCE ONE								
	1	6/13/22	6/09/22	COLLECTION SITE EVAN SLATER	5.00	01	01-65-5024	LIQ	1
	2			MAY 2022 SUBSTANCE PROGRAM	8.00	01	01-10-5024	LIQ	1
	3			MAY 2022 SUBSTANCE PROGRAM	4.00	01	01-15-5024	LIQ	1
	4			MAY 2022 SUBSTANCE PROGRAM	6.00	02	02-06-5024	LIQ	1
	5			MAY 2022 SUBSTANCE PROGRAM	6.00	02	02-04-5024	LIQ	1
	6			MAY 2022 SUBSTRANCE PROGRAM	16.00	02	02-04-5024	LIQ	1
7			MAY 2022 SUBSTANCE PROGRAM	4.00	02	02-03-5024	LIQ	1	
INVOICE TOTAL					49.00				
VENDOR TOTAL					49.00				
MAY STATEMENT	21 COOPERATIVE GRAIN & SUP.								
	1	6/13/22	6/08/22	FIRE FUEL	206.39	01	01-65-5025	LIQ	1
	2			PD FUEL	884.79	01	01-14-5025	LIQ	1
	3			ELECTRIC FUEL	277.54	02	02-04-5025	LIQ	1
	4			STREET AND ALLY FUEL	667.31	01	01-10-5025	LIQ	1
	5			STREET AND ALLY FUEL	80.61	01	01-60-5025	LIQ	1
	6			STREEET AND ALLY	105.39	02	02-03-5025	LIQ	1
	7			REFUSE FUEL	957.46	02	02-06-5025	LIQ	1
	8			WATER DIST FUEL	70.70	02	02-02-5025	LIQ	1
	9			SEWER FUEL	76.11	02	02-03-5025	LIQ	1
	10			PARK FUEL	75.04	01	01-15-5025	LIQ	1
	11			CEMETARY FUEL	181.72	01	01-30-5025	LIQ	1
12			PLAYGROUND MVP 25LB	162.50	01	01-10-5021	LIQ	1	

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
				INVOICE TOTAL	3,745.56				
				VENDOR TOTAL	3,745.56				
INV# Q876886	1	6/13/22	5/17/22	1024 CORE & MAIN LP STIB SOLID DUAL WALL	866.80	01	01-10-5020	LIQ	1
				INVOICE TOTAL	866.80				
				VENDOR TOTAL	866.80				
JUNE STATEMENT	1	6/13/22	5/31/22	499 CULLIGAN PE 9" SOFT RENTAL	53.25	01	01-10-5020	LIQ	1
				INVOICE TOTAL	53.25				
				VENDOR TOTAL	53.25				
4/28/22-5/30/22	1	6/13/22	5/31/22	451 EVERGY ACCT# 9412175046	40.16	02	02-04-5015	LIQ	1
	2			1000 SUNFLOWER RD SIGN	34.34	02	02-04-5015 E-PAYMNT 1308577 6/13/22	LIQ	1
	3			US 50 AND SUNFLOWER	27.69	02	02-04-5015 E-PAYMNT 1308577 6/13/22	LIQ	1
				INVOICE TOTAL	102.19				
				VENDOR TOTAL	102.19				
6/1/22	1	6/13/22	6/01/22	35 FLINT HILLS R.E.C.A. HWY 56/TIMBER	41.83	02	02-04-5014 E-PAYMNT 1308578 6/13/22	LIQ	1
	2			1825 UPLAND	100.45	01	01-16-5015 E-PAYMNT 1308578 6/13/22	LIQ	1
	3			HWY 77 SIGN	10.93	02	02-04-5015 E-PAYMNT 1308578 6/13/22	LIQ	1
	4			PUMP STATION	67.15	02	02-02-5015 E-PAYMNT 1308578 6/13/22	LIQ	1
	5			STREET LIGHTS	269.07	02	02-04-5015 E-PAYMNT 1308578 6/13/22	LIQ	1
				INVOICE TOTAL	489.43				
				VENDOR TOTAL	489.43				
MAY INVOICE	1	6/13/22	5/11/22	66 HOCH PUBLISHING CO INC. ZONING PH NOTICE	44.85	01	01-12-5028	LIQ	1
	2			MARION RECORD AFFIDAVIT	5.00	01	01-12-5028	LIQ	1
	3			RESOLUTION 22-15	299.00	01	01-00-5028	LIQ	1
	4			MARION RECORD AFFIDAVIT	5.00	01	01-00-5028	LIQ	1
				INVOICE TOTAL	353.85				
				VENDOR TOTAL	353.85				
INV# 200006536	1	6/13/22	5/11/22	1594 KANSAS MUNICIPAL UTILITIES CDL/ELDT INSTRUCTOR CERT CLASS	250.00	01	01-10-5250	LIQ	1
				INVOICE TOTAL	250.00				

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
				VENDOR TOTAL	250.00				
INV# 2050359				461 KANSAS ONE-CALL SYSTEM, INC					
	1	6/13/22	5/31/22	REGULAR LOCATE FEE	12.80	02	02-01-5042	LIQ	1
	2			REGULAR LOCATE FEE	12.80	02	02-03-5042	LIQ	1
	3			REGULAR LOCATE FEE	12.80	02	02-04-5042	LIQ	1
				INVOICE TOTAL	38.40				
				VENDOR TOTAL	38.40				
INV# 6902				3345 KARSTETTER & BINA, LLC					
	1	6/13/22	5/31/22	5/2/22 CITY ATTORNEY FEES	45.00	01	01-00-5350	LIQ	1
	2			5/2/22 CITY ATTORNEY FEES	150.00	01	01-00-5350	LIQ	1
	3			5/3/22 CITY ATTORNEY FEES	60.00	01	01-00-5350	LIQ	1
	4			5/3/22 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1
	5			5/3/22 CITY ATTORNEY FEES	75.00	01	01-00-5350	LIQ	1
	6			5/3/22 CITY ATTORNEY FEES	60.00	01	01-00-5350	LIQ	1
	7			5/4/22 CITY ATTORNEY FEES	60.00	01	01-00-5350	LIQ	1
	8			5/5/22 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1
	9			5/6/22 CITY ATTORNEY FEES	75.00	01	01-00-5350	LIQ	1
	10			5/10/22 CITY ATTORNEY FEES	225.00	01	01-00-5350	LIQ	1
	11			5/10/22 CITY ATTORNEY FEES	150.00	01	01-00-5350	LIQ	1
	12			5/11/22 CITY ATTORNEY FEES	240.00	01	01-00-5350	LIQ	1
	13			5/11/22 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1
	14			5/16/22 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1
	15			5/16/22 CITY ATTORNEY FEES	60.00	01	01-00-5350	LIQ	1
	16			5/16/22 CITY ATTORNEY FEES	75.00	01	01-00-5350	LIQ	1
	17			5/16/22 CITY ATTORNEY FEES	300.00	01	01-00-5350	LIQ	1
	18			5/16/22 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1
	19			5/16/22 CITY ATTORNEY FEES	270.00	01	01-00-5350	LIQ	1
	20			5/17/22 CITY ATTORNEY FEES	9.25	01	01-00-5350	LIQ	1
	21			5/17/22 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1
	22			5/17/22 CITY ATTORNEY FEES	45.00	01	01-00-5350	LIQ	1
	23			5/17/22 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1
	24			5/17/22 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1
	25			5/18/22 CITY ATTORNEY FEES	90.00	01	01-00-5350	LIQ	1
	26			5/18/22 CITY ATTORNEY FEES	45.00	01	01-00-5350	LIQ	1
	27			5/19/22 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1
	28			5/19/22 CITY ATTORNEY FEES	45.00	01	01-00-5350	LIQ	1
	29			5/19/22 CITY ATTORNEY FEES	255.00	01	01-00-5350	LIQ	1
	30			5/20/22 CITY ATTORNEY FEES	45.00	01	01-00-5350	LIQ	1
	31			5/20/22 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1
	32			5/20/22 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1
	33			5/24/22 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1
	34			5/25/22 CITY ATTORNEY FEES	45.00	01	01-00-5350	LIQ	1
	35			5/25/22 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1
	36			5/30/22 CITY ATTORNEY FEES	75.00	01	01-00-5350	LIQ	1
	37			5/31/22 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1
	38			5/31/22 CITY ATTORNEY FEES	225.00	01	01-00-5350	LIQ	1
				INVOICE TOTAL	3,054.25				
				VENDOR TOTAL	3,054.25				

3735 KU EDWARDS CAMPUS

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
KLETC	1	6/13/22	6/07/22	3735 KU EDWARDS CAMPUS DOMESTIC VIOLENCE TRAINING	35.00	01	01-14-5250	LIQ	1
				INVOICE TOTAL	35.00				
				VENDOR TOTAL	35.00				
JULY PREMIUM	1	6/13/22	5/21/22	3682 LIBERTY NATIONAL JULY PREMIUM	12.00	0145	01-00-2445 E-PAYMNT 1308579 6/13/22	LIQ	1
				INVOICE TOTAL	12.00				
				VENDOR TOTAL	12.00				
MAY STATEMENT	1	6/13/22	5/31/22	68 MARION AUTO SUPPLY PLIERS	13.99	01	01-65-5020	LIQ	1
	2			T415W40	22.10	01	01-65-5401	LIQ	1
	3			T415W40	22.10	01	01-65-5407	LIQ	1
	4			T415W40	22.10	01	01-65-5408	LIQ	1
	5			T415W40	22.10	01	01-65-5410	LIQ	1
	6			T415W40	22.10	01	01-65-5411	LIQ	1
	7			T415W40	22.10	01	01-65-5412	LIQ	1
	8			T415W40	22.11	01	01-65-5413	LIQ	1
	9			T415W40	22.10	01	01-65-5414	LIQ	1
	10			T415W40	22.10	01	01-65-5415	LIQ	1
	11			KEY MUSIUM	6.00	01	01-25-5010	LIQ	1
	12			12 OZ R134A	54.95	01	01-10-5021	LIQ	1
	13			2.5 DEF	38.98	02	02-06-5403	LIQ	1
	14			SUPER HC IND V-BELT	166.20	02	02-03-5400	LIQ	1
	15			FHP BELT	19.11	02	02-03-5400	LIQ	1
	16			BATTERY CABLE	35.99	02	02-03-5400	LIQ	1
	17			2 YEAR WARRANTY BATTERY	169.99	02	02-03-5400	LIQ	1
	18			NAPA 1W40 QT	12.36	01	01-10-5021	LIQ	1
	19			SPRAY ENG DEGR 15 OZ	4.39	01	01-10-5021	LIQ	1
	20			ADAPTERS	5.28	01	01-10-5021	LIQ	1
	21			17 IN EXACTFITBLADE	24.98	01	01-10-5021	LIQ	1
	22			RELAY	29.99	01	01-10-5021	LIQ	1
	23			STEERING WHEEL COVER	9.99	01	01-10-5443	LIQ	1
	24			OIL DRY	24.98	01	01-10-5021	LIQ	1
	25			ADAPTERS	5.60	02	02-06-5402	LIQ	1
	26			ADAPTERS	6.90	02	02-06-5402	LIQ	1
	27			ADAPTERS	5.60	02	02-06-5402	LIQ	1
	28			ADAPTERS	8.84	02	02-06-5402	LIQ	1
	29			ADAPTERS	24.38	02	02-06-5402	LIQ	1
	30			ADAPTERS	5.38	02	02-06-5402	LIQ	1
	31			ADAPTERS	6.90	02	02-06-5402	LIQ	1
	32			ADAPTERS	7.32	02	02-06-5402	LIQ	1
	33			ADAPTERS	8.84	02	02-06-5402	LIQ	1
	34			ADAPTERS	10.56	02	02-06-5402	LIQ	1
	35			ADAPTERS	6.90	02	02-06-5402	LIQ	1
	36			ADAPTERS	10.78	02	02-06-5402	LIQ	1
	37			ADAPTERS	18.00	02	02-06-5402	LIQ	1
	38			NITRILE DISPOS GLOVE	19.99	01	01-10-5021	LIQ	1
	39			NITRILE DISPOS GLOVE	19.99	01	01-15-5020	LIQ	1
	40			FT WHIT	11.29	01	01-10-5021	LIQ	1

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	41			FT WHIT	11.29	01	01-10-5021	LIQ	1
	42			TRANS/OP SHAFT BRG	107.25	02	02-03-5400	LIQ	1
	43			QK EPOXY SYRINGE 25ML	9.49	01	01-10-5021	LIQ	1
	44			FUEL FIL	20.50	01	01-10-5454	LIQ	1
	45			JB WELD	8.49	01	01-10-5454	LIQ	1
	46			HEATER HOSE	2.49	01	01-10-5454	LIQ	1
	47			ADAPTERS	5.60	02	02-06-5402	LIQ	1
				INVOICE TOTAL	1,158.47				
				VENDOR TOTAL	1,158.47				
				1932 MARION CO. TRANSFER STATION					
5/31/22	1	6/13/22	5/31/22	WASTE TICKET 458199	11.00	01	01-10-5020	LIQ	1
	2			RECYCLE TICKET 458165	45.10	02	02-06-5040	LIQ	1
	3			RECYCLE TICKET 788930	45.92	02	02-06-5040	LIQ	1
	4			RECYCLE TICKET 788932	156.62	02	02-06-5040	LIQ	1
	5			RECYCLE TICKET 788933	60.68	02	02-06-5040	LIQ	1
				INVOICE TOTAL	319.32				
				VENDOR TOTAL	319.32				
				3425 MARION COUNTY HARDWARE					
MAY STATEMENT	1	6/13/22	6/01/22	CHLOR TABS	159.99	02	02-02-5020	LIQ	1
	2			ANGLER BROOM DUSTPAN	12.99	02	02-04-5020	LIQ	1
	3			FOOTBALL C-CLIP	4.59	02	02-04-5020	LIQ	1
				INVOICE TOTAL	177.57				
				VENDOR TOTAL	177.57				
				3576 MATHESON TRI-GAS INC.					
INV# 0025721918	1	6/13/22	5/31/22	TELEMETRY SYSTEM	316.25	02	02-02-5046	LIQ	1
				INVOICE TOTAL	316.25				
				VENDOR TOTAL	316.25				
				324 MCPHERSON BUSINESS MACH.					
INV# 324199-0	1	6/13/22	6/13/22	COPY COUNT	25.00	01	01-55-5255	LIQ	1
				INVOICE TOTAL	25.00				
				VENDOR TOTAL	25.00				
				1674 MUNICIPAL EMERGENCY SVCS					
inv# in1720244	1	6/13/22	6/03/22	SHOP SUPPLIES FEE	25.00	01	01-65-5036	LIQ	1
	2			HAZMAT DISPOSAL FEE	25.00	01	01-65-5036	LIQ	1
	3			FUEL SURCHARGE	150.00	01	01-65-5036	LIQ	1
	4			SCBA FLOW TEST	42.50	01	01-65-5036	LIQ	1
	5			ENERGIZER INDUSTRIAL ALK 9V	2.88	01	01-65-5036	LIQ	1
	6			SCBA REGULATOR ADJUSTMENT	23.38	01	01-65-5036	LIQ	1
	7			SCBA FLOW TEST	42.50	01	01-65-5036	LIQ	1
	8			SCBA REDUCER ADJUSTMENT	23.38	01	01-65-5036	LIQ	1
	9			SCBA FLOW TEST	42.50	01	01-65-5036	LIQ	1
	10			SCBA REGULATOR ADJUSTMENT	23.38	01	01-65-5036	LIQ	1
	11			SCBA FLOW TEST	42.50	01	01-65-5036	LIQ	1
	12			ENERGIZER INDUSTRIAL ALK 9V	2.88	01	01-65-5036	LIQ	1

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	13			SCBA REGULATOR ADJUSTMENT	23.38	01	01-65-5036	LIQ	1
	14			SCBA FLOW TEST	42.50	01	01-65-5036	LIQ	1
	15			ENERGIZER INDUSTRIAL ALK 9V	2.88	01	01-65-5036	LIQ	1
				INVOICE TOTAL	514.66				
				VENDOR TOTAL	514.66				
				1848 MIDWEST ELECTRIC TRANSFORMERS					
INV# 61494	1	6/13/22	6/02/22	POLEMOUNT	4,810.00	02	02-04-5043	LIQ	1
	2			POLEMOUNT	4,810.00	02	02-04-5043	LIQ	1
	3			POLEMOUNT	1,895.00	02	02-04-5043	LIQ	1
	4			POLEMOUNT	2,105.00	02	02-04-5043	LIQ	1
	5			POLEMOUNT	2,055.00	02	02-04-5043	LIQ	1
	6			POLEMOUNT	760.00	02	02-04-5043	LIQ	1
	7			POLEMOUNT	2,055.00	02	02-04-5043	LIQ	1
	8			SALES TAX	1,386.75	02	02-04-5043	LIQ	1
				INVOICE TOTAL	19,876.75				
				VENDOR TOTAL	19,876.75				
				3723 NETWORKS PLUS					
QUOTE# 006057	1	6/13/22	6/08/22	VEEAM ANNUAL MAINTENANCE RENEW	277.39	01	01-00-5022	LIQ	1
				INVOICE TOTAL	277.39				
				VENDOR TOTAL	277.39				
				1128 PITNEY BOWES					
INV# 1020799856	1	6/13/22	5/27/22	MAILSTATION2 METER	89.97	01	01-00-5016	LIQ	1
	2			POSTAGE REFILL FEE	7.99	01	01-00-5016	LIQ	1
				INVOICE TOTAL	97.96				
				VENDOR TOTAL	97.96				
				3687 POSTALOCITY					
JULY BILLS	1	6/13/22	6/01/22	JULY BILLS	142.97	02	02-02-5020	LIQ	1
	2			JULY BILLS	142.96	02	02-03-5020	LIQ	1
	3			JULY BILLS	142.96	02	02-04-5020	LIQ	1
	4			JULY BILLS	142.96	02	02-06-5020	LIQ	1
	5			JULY BILLS	142.96	02	02-02-5016	LIQ	1
	6			JULY BILLS	142.96	02	02-03-5016	LIQ	1
	7			JULY BILLS	142.96	02	02-04-5016	LIQ	1
	8			JULY BILLS	142.98	02	02-06-5016	LIQ	1
				INVOICE TOTAL	1,143.71				
				VENDOR TOTAL	1,143.71				
				3069 QUILL CORPORATION					
INV# 25509746	1	6/13/22	6/02/22	AVERY BUS CARDS	34.99	01	01-00-5020	LIQ	1
	2			HEAVY DUTY ICE BAGS	133.19	01	01-05-5259	LIQ	1
	3			QUILL FLASH DRIVE	18.29	01	01-00-5020	LIQ	1
	4			SCOTT PAPER TOWELS	20.24	01	01-05-5020	LIQ	1
				INVOICE TOTAL	206.71				
				VENDOR TOTAL	206.71				

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
3691 RHINO CAR WASH									
MAY STATEMENT	1	6/13/22	6/01/22	CAR WASH	9.42	01	01-14-5417	LIQ	1
	2			CAR WASH	4.42	01	01-14-5415	LIQ	1
	3			CAR WASH	4.42	01	01-14-5415	LIQ	1
	4			CAR WASH	4.42	01	01-14-5416	LIQ	1
	5			CAR WASH	4.42	01	01-14-5414	LIQ	1
	6			CAR WASH	4.40	01	01-14-5415	LIQ	1
				INVOICE TOTAL	31.50				
				VENDOR TOTAL	31.50				
84 SALINA SUPPLY COMPANY									
INV# S100221201.001	1	6/13/22	6/02/22	SHIELDED FERNCO COUPLING	59.80	02	02-03-5020	LIQ	1
	2			SHIELDED CPL	87.62	02	02-03-5020	LIQ	1
	3			CURTIS DELIVERY FEE	5.00	02	02-03-5020	LIQ	1
				INVOICE TOTAL	152.42				
				VENDOR TOTAL	152.42				
3644 SERENITY GARDENS									
SWAMP WHITE OAK	1	6/13/22	5/27/22	SWAMP WHITE OAK	112.88	26	26-00-5038	LIQ	1
				INVOICE TOTAL	112.88				
				VENDOR TOTAL	112.88				
140 STANION WHOLESALE ELECTRIC CO									
INV# 5330213-00	1	6/13/22	5/31/22	COOPER	196.56	02	02-04-5020	LIQ	1
	2			TAX	16.22	02	02-04-5020	LIQ	1
				INVOICE TOTAL	212.78				
				VENDOR TOTAL	212.78				
343 STATE TREASURER									
5/2022	1	6/13/22	6/08/22	MAY 2022 JBE	4.00	01	01-00-2802	LIQ	1
	2			MAY 2022 KLETG	90.00	01	01-00-2801	LIQ	1
				INVOICE TOTAL	94.00				
				VENDOR TOTAL	94.00				
3907 STOPSTICK									
STOP STICK KIT	1	6/13/22	5/13/22	SHIPPING AND HANDLING	37.00	10	10-00-5062	LIQ	1
				INVOICE TOTAL	37.00				
				VENDOR TOTAL	37.00				
680 SUFFIELD HTG. CLG. & PLBG									
INV# 11730	1	6/13/22	6/08/22	60/5 440 DUAL CUP	52.80	01	01-05-5259	LIQ	1
				INVOICE TOTAL	52.80				
				VENDOR TOTAL	52.80				
3606 THE BUILDING CENTER, LLC									
INV# 2205-033076	1	6/13/22	5/26/22	2X10 PRESSURE TREATED	16.89	01	01-15-5020	LIQ	1
	2			2X8 PRESSURE TREATED	49.20	01	01-10-5020	LIQ	1

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
				INVOICE TOTAL	66.09				
				VENDOR TOTAL	66.09				
INV# 0509309582	1	6/13/22	5/16/22	3827 U.S. CELLULAR 6203810015	46.92	01	01-00-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	2			6203810019	46.92	01	01-55-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	3			6203810525	46.92	01	01-14-5030 E-PAYMNT 1308580 6/13/22	LIQ	1
	4			6203810566	46.92	01	01-14-5030 E-PAYMNT 1308580 6/13/22	LIQ	1
	5			6203810592	46.92	01	01-11-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	6			6203810625	46.92	01	01-14-5030 E-PAYMNT 1308580 6/13/22	LIQ	1
	7			6203810636	46.92	01	01-14-5030 E-PAYMNT 1308580 6/13/22	LIQ	1
	8			6203811144	46.92	02	02-04-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	9			6203811147	46.92	02	02-03-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	10			6203811157	46.92	01	01-10-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	11			6203811241	46.92	01	01-14-5030 E-PAYMNT 1308580 6/13/22	LIQ	1
	12			6203811254	46.92	02	02-04-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	13			6203811267	46.92	01	01-10-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	14			6203811270	46.92	01	01-10-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	15			6203811285	46.92	01	01-55-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	16			6203811300	46.92	01	01-10-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	17			6203811354	46.92	02	02-04-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	18			6203811361	46.92	02	02-04-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	19			6203811367	46.92	02	02-04-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	20			6203811371	46.92	01	01-00-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	21			6203811377	46.92	02	02-02-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	22			6203811378	46.92	02	02-02-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	23			6203811419	46.92	02	02-06-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	24			6203811498	46.92	02	02-06-5089 E-PAYMNT 1308580 6/13/22	LIQ	1
	25			6203822651	46.92	02	02-06-5089	LIQ	1



**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ		
	26			6203826670	46.92	02	E-PAYMNT 1308580 6/13/22 02-04-5089	LIQ	1		
	27			6203826671	46.92	02	E-PAYMNT 1308580 6/13/22 02-04-5089	LIQ	1		
				INVOICE TOTAL	1,266.84						
				VENDOR TOTAL	1,266.84						
				3359 VAN DIEST SUPPLY COMPANY							
INV# 229708	1	6/13/22	5/25/22	RODEO	967.00	02	02-03-5310	LIQ	1		
	2			CB 20% PREMIUM COC	51.80	01	01-10-5020	LIQ	1		
	3			CROSSBOW	340.80	01	01-10-5020	LIQ	1		
				INVOICE TOTAL	1,359.60						
				VENDOR TOTAL	1,359.60						
				3164 CARD SERVICES							
MAY 2022	1	6/13/22	5/05/22	5 GALLON WATER REFILL	2.45	01	01-00-5020	LIQ	1		
	2			5 GALLON SEALED WATER	7.99	01	E-PAYMNT 1308584 6/13/22 01-00-5020	LIQ	1		
				INVOICE TOTAL	10.44						
				VENDOR TOTAL	10.44						
				3212 CARD SERVICES							
MAY 2022	1	6/13/22	5/25/22	19.031 GALLONS DIESEL	100.85	02	02-06-5025	LIQ	1		
				INVOICE TOTAL	100.85		E-PAYMNT 1308585 6/13/22				
				VENDOR TOTAL	100.85						
				3158 CARD SERVICES							
MAY 2022	1	6/13/22	5/24/22	5W30 QT	6.18	01	01-14-5414	LIQ	1		
	2			AC	32.99	01	E-PAYMNT 1308586 6/13/22 01-14-5409	LIQ	1		
				INVOICE TOTAL	39.17		E-PAYMNT 1308586 6/13/22				
				VENDOR TOTAL	39.17						
				3426 CARD SERVICES							
MAY 2022	1	6/13/22	5/02/22	EPOXY	13.98	01	01-10-5021	LIQ	1		
	2			FASTENERS/SCREWS/BOLTS	17.49	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1		
	3			FASTENERS/SCREWS/BOLTS	6.99	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1		
	4			FASTENERS/SCREWS/BOLTS	3.99	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1		
	5			FASTENERS/SCREWS/BOLTS	5.40	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1		
	6			KEY MASTER	5.97	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1		

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	7			SPRAYPAINT	19.77	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1
	8			FASTENERS/SCREWS/BOLTS	42.99	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1
	9			DRILL BIT	24.99	02	E-PAYMNT 1308587 6/13/22 02-04-5021	LIQ	1
	10			NOZZLE GUN	8.99	02	E-PAYMNT 1308587 6/13/22 02-03-5020	LIQ	1
	11			COUPLE	6.99	02	E-PAYMNT 1308587 6/13/22 02-03-5020	LIQ	1
	12			COUPLE	8.59	02	E-PAYMNT 1308587 6/13/22 02-03-5020	LIQ	1
	13			COUPLE	8.59	02	E-PAYMNT 1308587 6/13/22 02-03-5020	LIQ	1
	14			COUPLE	5.49	02	E-PAYMNT 1308587 6/13/22 02-03-5020	LIQ	1
	15			COUPLE	8.59	02	E-PAYMNT 1308587 6/13/22 02-03-5020	LIQ	1
	16			FLEX TECH	31.99	02	E-PAYMNT 1308587 6/13/22 02-03-5020	LIQ	1
	17			HOSE FLEXOGEN	36.99	02	E-PAYMNT 1308587 6/13/22 02-03-5020	LIQ	1
	18			FASTENERS/SCREWS/BOLTS	.98	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1
	19			FASTENERS/SCREWS/BOLTS	.98	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1
	20			FASTENERS/SCREWS/BOLTS	.49	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1
	21			FASTENERS/SCREWS/BOLTS	.38	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1
	22			FASTENERS/SCREWS/BOLTS	.58	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1
	23			FASTENERS/SCREWS/BOLTS	4.99	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1
	24			PUSH THR ADPTR	2.39	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1
	25			BUSHING	3.49	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1
	26			COM CONNECT	6.98	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1
	27			COM CONNECT	2.99	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1
	28			TIEDOWN RATCHET	24.99	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1
	29			GLOVE	12.99	02	E-PAYMNT 1308587 6/13/22 02-04-5021	LIQ	1
	30			REMOVER BUG/TAR	8.59	02	E-PAYMNT 1308587 6/13/22 02-04-5021	LIQ	1
	31			INVISIBLE GLASS	5.99	02	E-PAYMNT 1308587 6/13/22 02-04-5021	LIQ	1
	32			BLK OXIDE DRILL BIT	4.59	02	E-PAYMNT 1308587 6/13/22 02-04-5021	LIQ	1
	33			FOREMAN UNLINED DRIVER	34.99	02	E-PAYMNT 1308587 6/13/22 02-06-5020	LIQ	1

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	34			NITRILE GLOVE	6.53	02	E-PAYMNT 1308587 6/13/22 02-06-5020	LIQ	1
	35			GLOVE	34.99	02	E-PAYMNT 1308587 6/13/22 02-06-5020	LIQ	1
	36			FILTER AIR PLEAT	16.77	01	E-PAYMNT 1308587 6/13/22 01-14-5020	LIQ	1
	37			TAX	1.38	01	E-PAYMNT 1308587 6/13/22 01-14-5020	LIQ	1
	38			TAX	6.31	02	E-PAYMNT 1308587 6/13/22 02-06-5020	LIQ	1
	39			SPADE DRAIN	35.99	01	E-PAYMNT 1308587 6/13/22 01-10-5021	LIQ	1
				INVOICE TOTAL	476.15		E-PAYMNT 1308587 6/13/22		
				VENDOR TOTAL	476.15				
MAY 2022				3159 CARD SERVICES					
	1	6/13/22	6/08/22	AUTOHEAD	389.99	01	01-30-5020	LIQ	1
	2			OIL	23.10	02	E-PAYMNT 1308588 6/13/22 02-04-5021	LIQ	1
	3			SNAP RING	9.86	01	E-PAYMNT 1308588 6/13/22 01-10-5020	LIQ	1
	4			X-LINE NEON GREEN	40.00	01	E-PAYMNT 1308588 6/13/22 01-10-5020	LIQ	1
	5			OIL	23.10	01	E-PAYMNT 1308588 6/13/22 01-10-5020	LIQ	1
	6			AUTOCUT BLISTER PK	26.00	01	E-PAYMNT 1308588 6/13/22 01-10-5020	LIQ	1
	7			2.5 GAL CAN	21.00	01	E-PAYMNT 1308588 6/13/22 01-10-5020	LIQ	1
				INVOICE TOTAL	533.05		E-PAYMNT 1308588 6/13/22		
				VENDOR TOTAL	533.05				
MAY 2022				3638 CARD SERVICES					
	1	6/13/22	5/06/22	2X4	31.96	02	02-04-5020	LIQ	1
	2			CONCRETE MIX	3.99	01	E-PAYMNT 1308589 6/13/22 01-15-5020	LIQ	1
	3			2X6 PRESSURE TREATED	218.50	01	E-PAYMNT 1308589 6/13/22 01-10-5020	LIQ	1
	4			TAX	18.03	01	E-PAYMNT 1308589 6/13/22 01-10-5020	LIQ	1
	5			CONCRETE MIX	3.99	01	E-PAYMNT 1308589 6/13/22 01-10-5020	LIQ	1
	6			CONCRETE MIX	9.98	02	E-PAYMNT 1308589 6/13/22 02-04-5020	LIQ	1
	7			2X6 PRESSURE TREATED	21.85	02	E-PAYMNT 1308589 6/13/22 02-04-5020	LIQ	1
	8			TAX	2.64	02	E-PAYMNT 1308589 6/13/22 02-04-5020	LIQ	1
				INVOICE TOTAL	310.94		E-PAYMNT 1308589 6/13/22		

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
VENDOR TOTAL					310.94				
1213006012022	1	6/13/22	5/25/22	3841 VISION CARE DIRECT JULY PREMIUM	23.12	157	01-00-2457 E-PAYMNT 1308581 6/13/22	LIQ	1
	2			JULY PREMIUM	25.46	257	02-00-2457 E-PAYMNT 1308581 6/13/22	LIQ	1
	3			JULY PREMIUM	11.56	257	02-00-2457 E-PAYMNT 1308581 6/13/22	LIQ	1
INVOICE TOTAL					60.14				
VENDOR TOTAL					60.14				
JUNE BILL	1	6/13/22	6/01/22	3314 VYVE BROADBAND PHONE AT AIRPORT	39.43	01	01-16-5015 E-PAYMNT 1308582 6/13/22	LIQ	1
	2			INTERNET AT MUSEUM	69.95	01	01-25-5015 E-PAYMNT 1308582 6/13/22	LIQ	1
INVOICE TOTAL					109.38				
VENDOR TOTAL					109.38				
INV# 35169	1	6/13/22	6/01/22	2022 YOUNG TERMITE & PEST CONTROL I YEARLY TERMITE GUARANTEE	110.00	01	01-30-5020	LIQ	1
	2			FUEL CHARGE	2.00	01	01-30-5020	LIQ	1
INVOICE TOTAL					112.00				
VENDOR TOTAL					112.00				
CENTRAL NATIONAL BANK TOTAL					48,142.80				
TOTAL MANUAL CHECKS					.00				
TOTAL E-PAYMENTS					6,371.21				
TOTAL PURCH CARDS					.00				
TOTAL ACH PAYMENTS					.00				
TOTAL OPEN PAYMENTS					41,771.59				
GRAND TOTALS					48,142.80				

No. 2022038

\$200.00

# LICENSE

## City of Marion, State of Kansas

Marion, David Lowden having paid to the Treasurer of the City of  
Two Hundred and 00/100 DOLLARS,

as evidenced by the receipt therefore, and having complied with the ordinances of said city relating to

2022 Permit to Engage in the Sale of Fireworks at 202 E Main, Marion KS 66861

is hereby authorized and licensed to

TNM, LLC

7460 NE 36<sup>th</sup> St. Newton, KS 67114

within the corporate limits of said city from 9:00 A. M.

July 1, 2022

to Midnight

July 4, 2022

Subject nevertheless to the provision of said ordinances.

Given under our hands and the seal of said city this 13<sup>th</sup> day of June, 2022

\_\_\_\_\_, Mayor.

\_\_\_\_\_, City Clerk.

Countersigned by \_\_\_\_\_ Treasurer.

**N.B. - THIS LICENSE IS IN  
NO CASE TRANSFERABLE.**

**MARION-FLORENCE**  
**USD 408**  
**Invoice**

101 N. Thorp  
Marion, Kansas 66861  
620-382-2117

	5/27/2022		
<b>BILL TO:</b>	City of Marion		
<b>AMOUNT</b>	<b>DESCRIPTION</b>	<b>PRICE</b>	<b>TOTAL</b>
1	1/2 Annual Pool Assessment	\$ 50,000.00	\$ 50,000.00
			\$ 50,000.00

# MARION-FLORENCE

## USD 408

### Invoice

101 N. Thorp  
Marion, Kansas 66861  
620-382-2117

	5/27/2022		
BILL TO:	City of Marion		
	Pool Expenses		
AMOUNT	DESCRIPTION	PRICE	TOTAL
1	Semi-Annual Pool Expenses	\$ 18,000.00	\$ 18,000.00
			\$ 18,000.00

(First published in the Marion County Record June 22, 2022)

**ORDINANCE NO. 1488**

**AN ORDINANCE OF THE CITY OF MARION RELATING TO TRAFFIC REGULATIONS DESIGNATING THE INTERSECTIONS OF MOULTON & ROOSEVELT AS A 1 WAY STOP IN SUPPORT OF OUR BUSINESS COMMUNITY IN THE AREA; AND PROVIDING FOR A PENALTY FOR THE VIOLATION THEREOF:**

BE IT ENACTED AND ORDAINED by the Governing Body of the City of Marion, Kansas, and it is hereby enacted and ordained as follows:

**Section 1:** That all traffic on Moulton St., in a direction of travel to the West, at the intersections of Moulton & Roosevelt shall require of the driver or operator of every motor vehicle or other vehicle shall bring the same to a full and complete stop before entering the intersection of the said streets as indicated when a stop sign is placed or located at said intersection, giving notice of such requirements.

**Section 2:** Any person convicted of violating any of the provisions of section 1 of this ordinance shall be punished by fine not exceeding Eighty Dollars (\$80) plus court costs.

**Section 3:** An appropriate stop sign shall be placed at said location designating the traffic regulations as herein set forth.

**Section 4:** This Ordinance shall take effect and be in full force from and after its passage and publication in the official publication as required by law.

PASSED and APPROVED THIS 13<sup>TH</sup> DAY OF JUNE, 2022.

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

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



# MARION MODERATE INCOME HOUSING DOWN PAYMENT ASSISTANCE GRANT PROGRAM



## MODERATE INCOME HOUSING INCOME RANGE

Income Limit Per Household:

	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
150%	\$ 81,281	\$ 92,906	\$ 104,531	\$ 116,063	\$ 125,344	\$ 134,719	\$ 144,000	\$ 153,281
80%	\$ 32,513	\$ 37,163	\$ 41,813	\$ 46,425	\$ 50,138	\$ 53,888	\$ 57,600	\$ 61,313

### Qualifications

New +/- \$225,000 home can be purchased for \$200,000

Prices shown as example only. Actual price determined in your contract with builder.

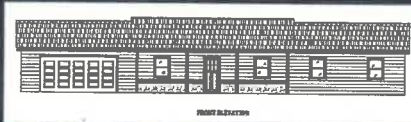
Loan pre-approval required from qualified lender

Application must be pre-approved by the City of Marion and Kansas Housing Resources Corporation

Must meet and certify eligibility to participate in the Moderate Income guidelines listed above

\$25,000 down payment grant paid to lender at mortgage & property closing

Property eligible for Marion County's Neighborhood Revitalization Property Tax Rebate Program (5yr. sliding scale)



### Qualified Homes

Homes must be constructed and located in the Coble Street Housing addition.

Currently 4 bedroom, 2 bath, 2 car garage homes are being built by Rural Community Development LLC.

Or

The City of Marion can work with your Builder to build the home of your dreams.

Homes must meet the following standards

Fair Housing Act Design Standards 2018

International Energy Conservation Code or Energy Star Program standards

Any applicable local code provisions or requirements related to accessibility

Pro-rata repayment of Grant is required if the house is sold within 10 years. Agreement recorded as second mortgage.



For Program Details Contact :

City of Marion

(620) 382-3703 [www.marionks.net/contact](http://www.marionks.net/contact)

For Spec house details Contact:

Rural Community Development LLC

John @ (620) 381-0693

Coble Street Addition Addresses



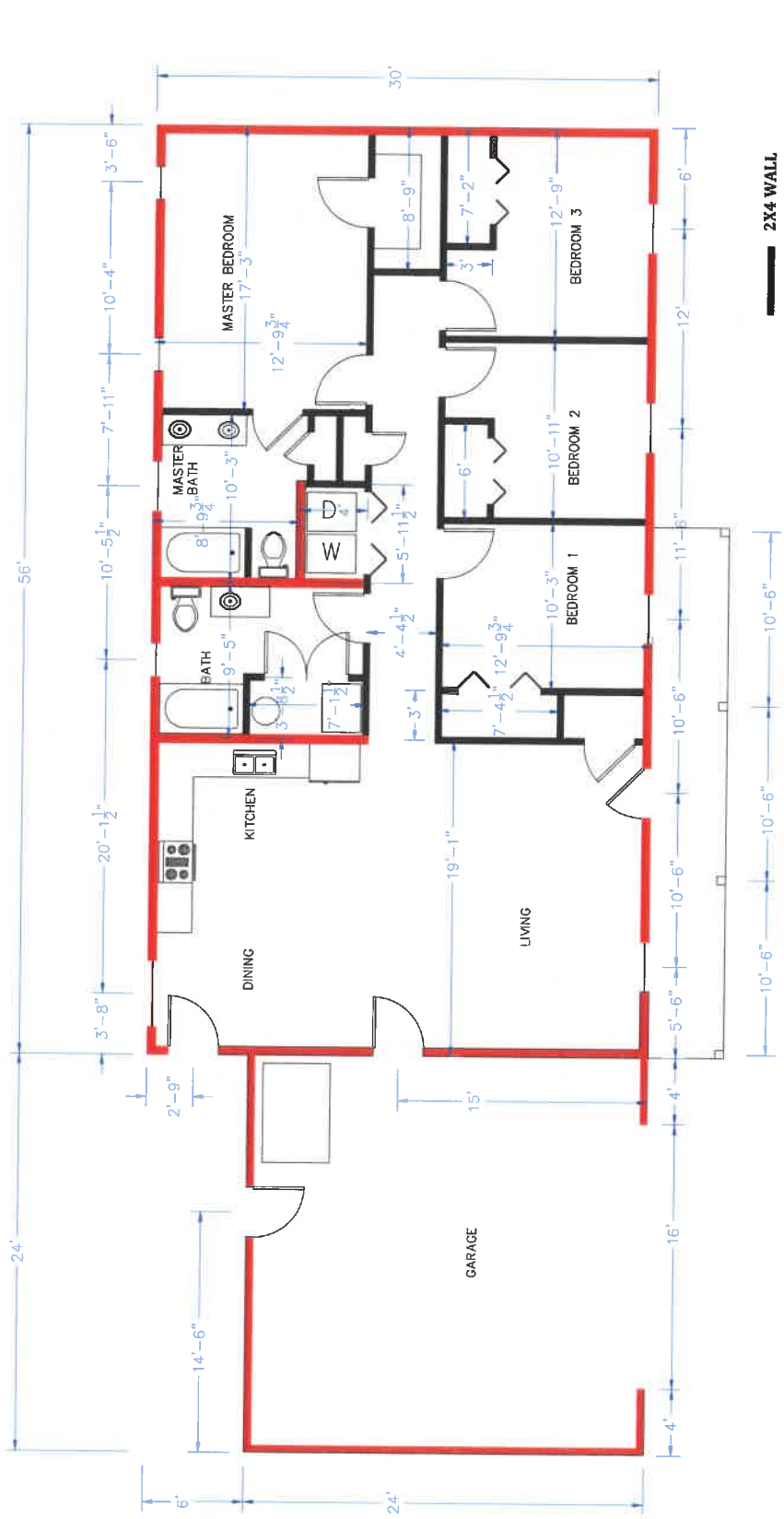
# MARION - COBLE STREET FOR BUILDING CENTER HOUSING MARION, KANSAS 2022

Description  
Revision Description  
Date

Project # 18-1841  
Client  
Site  
Architect  
Interior Designer  
Date  
Scale

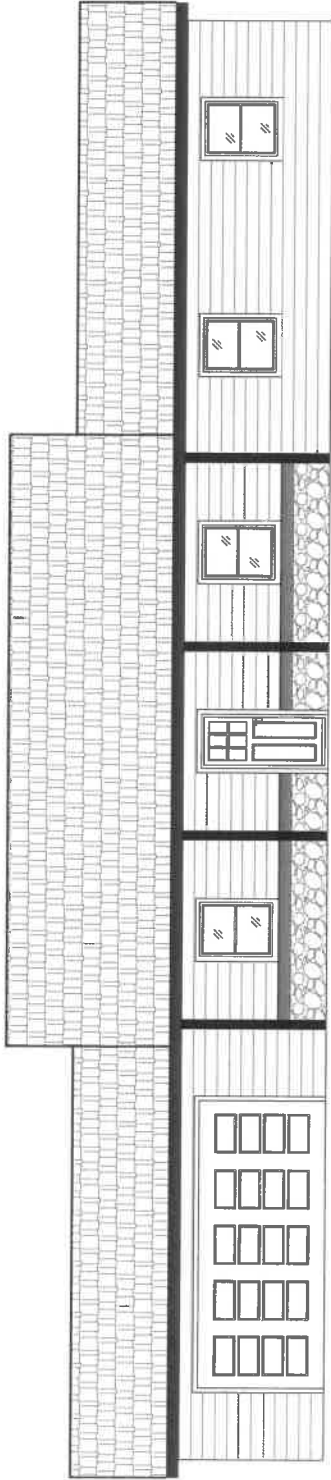
FLOOR PLAN WITH  
DETAILED  
DIMENSIONS

Sheet: **A-2**

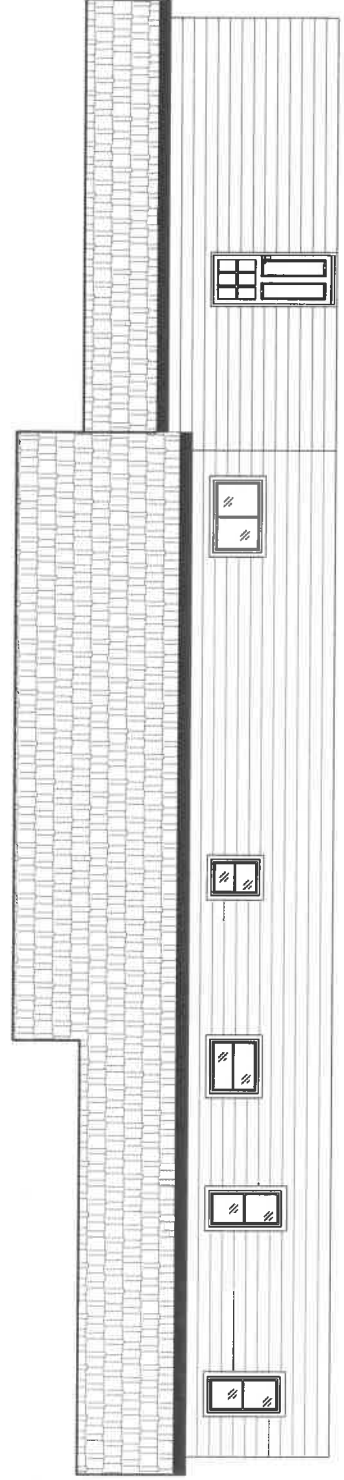


Description	Date	Revised

Project # 201201.1  
 Prepared by: [Name]  
 Checked by: [Name]  
 Date: [Date]  
 Title: ELEVATIONS



**FRONT ELEVATION**



**BACK ELEVATION**



WARRANTY DEED

THE CITY OF MARION, KANSAS, a Kansas municipality  
CONVEYS AND WARRANTS TO

all our interest in the following described real estate in Marion County, Kansas:

Lot 4, Coble Addition to City of Marion, Kansas

EXCEPT AND SUBJECT TO: Easements, rights of way and restrictions of record.

FOR: One dollar (\$1.00) and other valuable consideration.

Dated: \_\_\_\_\_, 2021.

CITY OF MARION, KANSAS

By: \_\_\_\_\_  
David Mayfield  
Title: Mayor of the City of Marion

Attest:

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

ACKNOWLEDGMENT

STATE OF KANSAS    )  
                                  ) ss:  
COUNTY OF MARION )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by David Mayfield, as Mayor of the City of Marion, Kansas, a Kansas Municipality.

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

My appointment expires:

**RESOLUTION NO. 22-16**

A RESOLUTION APPROVING THE EQUIPMENT LEASE/PURCHASE AGREEMENT BETWEEN MARION NATIONAL BANK (“LESSOR”) AND THE CITY OF MARION (“LESSEE”) FOR A 1997 CAT 120H MOTOR GRADER, VEHICLE IDENTIFICATION NUMBER 4MK00441.

RESOLVED, whereas the Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Equipment Lease/Purchase Agreement presented to this meeting; and

WHEREAS, the Governing Body of Lessee has taken the necessary steps, including legal bidding requirements per the Request of Proposal dated May 10, 2022, under applicable law to arrange for the acquisition of such Equipment under the Equipment Lease/Purchase Agreement; and

WHEREAS, the Governing Body of Lessee approved the Marion National Bank lease/purchase proposal at its May 31, 2022 meeting,

BE IT RESOLVED, by the Governing Body of Lessee that the terms of said Equipment Lease/Purchase Agreement are in the best interest of Lessee for the acquisition of such Equipment, and the Governing Body of Lessee designates and confirms the following persons to execute and deliver, and to witness (or attest), respectively, the Equipment Lease/Purchase Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease/Purchase Agreement:

David Mayfield, Mayor or Chris Costello, Vice Mayor; Roger Holter, City Administrator or Tiffany Jeffrey, City Clerk.

BE IT FURTHER RESOLVED, that Lessee is authorized and directed to fulfill all obligations under the terms of the Equipment Lease/Purchase Agreement.

ADOPTED AND PASSED by the Governing Body of the City of Marion, Kansas, this 13<sup>th</sup> day of June, 2022.

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

ATTEST:

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

Published in the Marion County Record on the 6th day of July, 2022 and 13th day of July, 2022.

**RESOLUTION NO. 2022-17**

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED UPON THE SOUTHERN ADDN MARION, S/2 LOT 6 ALL LOTS 7-9 BLK 12 SOUTHERN, COMMONLY KNOWN AS 413 S. FOURTH ST., CITY OF MARION, MARION COUNTY, KANSAS IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURE BE DEMOLISHED AND THE PARCEL BE MADE SAFE AND SECURE.

WHEREAS, the Building Official of the City of Marion, Kansas, did notify the governing body of said city, a statement in writing that the structure, hereinafter described, is unsafe and dangerous; and,

WHEREAS, the governing body did by Resolution No. 2022-15 dated the 2<sup>nd</sup> day of May, 2022, fix the time and place of a hearing at which the owner, his or her agent, and lienholders, any occupants should not be condemned and ordered demolished, and provided for giving notice thereof as provided by law; and,

WHEREAS, Resolution No. 2022-15 was published in the official city paper on the 11th day of May, 2022, and on the 18th day of May, 2022, and a copy of said resolution was served upon all persons entitled thereto as provided by law; and,

WHEREAS, on the 13<sup>th</sup> day of June, 2022, the governing body did conduct the hearing scheduled in Resolution No. 2022-15 to which public input was received. The following parties in interest appeared: None appeared.

WHEREAS, at said scheduled hearing the governing body found the following facts in support of the determination that the structure is dangerous, unsafe or unfit for human use or habitation:

Lock of water for sanitary facilities, disrepair and damage to the residence, unsafe electrical cord powering items in residence and out building, cleanliness of the residence outbuildings and property.

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

1. The owner of such structure is hereby directed to commence the demolition of the structure on the property and complete said project within thirty (30) days from the date of

publication of this resolution. Owner will have the demolition completed on or before the 25<sup>th</sup> day of July, 2022.

2. If the owner fails to completely demolish the structure, remove all building materials and fill the basement to grade within thirty (30) days from the date of publication of this resolution, the governing body will cause the structure to be razed and removed and the costs of razing and removing, less salvage if any, shall be collected in the manner provided by K.S.A. 12-1, 1115, and amendments thereto or shall be assessed as a special assessment against the lot or parcel of land upon which the structure is located or by both, all as provided by law.
3. The owner of such structure is hereby directed to propose to the City Council of the City of Marion a plan for the repair/reconstruction of the property dwelling that meets with all requirements of the city code, state and federal regulations and meets with the approval of the City Building Inspector. Such plan shall be presented to the Council on or before the 27<sup>th</sup> day of June, 2022, at the regularly scheduled council meeting. If accepted the owner shall have thirty (30) days to commence and finish repairs/reconstruction to the residence and structures.
4. If the owner fails to completely repair/reconstruct or demolish the structure, remove all building materials and fill the basement to grade by July 25, 2022, the governing body may cause the structure to be razed and removed and the costs of razing and removing, less salvage if any, shall be collected in the manner provided by K.S.A. 12-1, 1115, and amendments thereto or shall be assessed as a special assessment against the lot or parcel of land upon which the structure is located or by both, all as provided by law.

BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published once in the official city paper and mail a copy to the owners, agents, lien-holders occupants, and other parties in interest.

Adopted this 13<sup>th</sup> day of June, 2022.

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Mayor David Mayfield

ATTEST:

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City Clerk, Tiffany Jeffrey



## CONTRACT FOR CODES ENFORCEMENT AND INSPECTION SERVICES

This Contract for Codes Enforcement and Inspection Services (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2022, between the City of Herington, Kansas, a municipal corporation (herein "Herington"), and the City of Marion, Kansas, a municipal corporation (herein "Marion")

**WHEREAS**, in the opinion of the governing bodies of Herington and Marion, it is to the mutual benefit and general welfare of the persons and properties of both municipalities to cooperate in the provision of codes enforcement and rental property inspection services for the two cities; and

**WHEREAS**, this Agreement constitutes a contract between municipalities pursuant to K.S.A. 12-2908 to perform a governmental service, activity or undertaking which each party hereto is authorized by law to perform and accordingly shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, *et seq.*, and amendments thereto;

**NOW THEREFORE**, Herington and Marion, in consideration of the above and foregoing, their mutual promises, and other good and valuable consideration, have agreed, and by these presents do agree, as follows:

**1. Services Provided.** Herington shall provide codes enforcement and property inspection services to Marion on a weekly basis. Codes enforcement services shall include, but are not limited to: routine, annual city-wide structure/property walk-by observations, or unscheduled/scheduled on-site inspections of specific, complaint-based structure/property issues, each with the goal of establishing consistent ordinance compliance among the structures/properties within the City. These efforts may also include the interpretation of ordinances and issues and may lead to the preparation of reports, meetings with neighbors, and/or meetings with the governing body/staff on an as-needed basis; provided, however, that any consultation regarding the interpretation of City ordinances shall be with the Herington City Attorney and Marion City Attorney.

**2. Cost of Services.** Codes enforcement and inspection services shall be performed by the Neighborhood Services Director of the City of Herington. For codes enforcement and inspection services provided to Marion, Marion shall pay to Herington a set monthly rate of \$1,800.00. The 2022 salary rate for the Neighborhood Services Director is \$52,000.00. This hourly rate will be adjusted periodically to reflect changes in compensation costs as they occur. Herington shall notify Marion of any change in compensation costs as soon as reasonably possible, but in no event less than 30 days prior to such change becoming effective.

**3. Employees of Herington.** Notwithstanding anything to the contrary, the Neighborhood Services Director of Herington, and Herington's agents, employees, representatives, or independent contractors, shall remain subject to the exclusive supervision and control of the governing body of the City of Herington, and shall be deemed employees of Herington at all times. However, the Mayor of Marion or his or her designee may give any person providing the services contemplated herein such information as is reasonably necessary to discharge the inspection and other services contemplated herein, and as further provided herein. Said information provided by the City of Marion, or any designee thereof, shall not be shared with the City of Herington or any other person and shall be considered confidential and private. Should any of this information be provided by the City Attorney for the City of Marion, said information shall be considered attorney client privilege as an agent of the City.

**4. Indemnification.** Herington agrees to indemnify Marion and any official, employee, or representative of Marion, and hold them harmless for any costs or liability incurred in connection with the provision of services under this Agreement, except that Marion agrees to indemnify Herington and hold it harmless for any liability incurred in connection with the provision of any services under this Agreement only to the extent liability is attributed to the fault or negligence of Marion and said liability arises from a policy, practice,

or directive of the City of Marion or any official, employee, or representative of Marion. Marion' indemnification of Herington shall not extend to other bases for liability, including, but not limited to, liability predicated upon any imputed or vicarious form of liability or upon the fact that services provided under this Agreement took place within the city limits of the City of Marion, unless the basis for such liability lies within a policy, practice, or direction of Marion. Notwithstanding the foregoing, the parties agree that neither party shall have the obligation to indemnify the other party for acts for which the other city would otherwise be immune under the Kansas Tort Claims Act (K.S.A. 75-6104, *et seq.*), and amendments thereto, nor will the indemnity obligations set forth herein act as a waiver of either city's protections under such provisions. Further, any liability of either city shall be subject to the liability limitations under K.S.A. 75-6105, and amendments thereto. Additionally, and notwithstanding anything set forth herein to the contrary, the parties specifically agree that the terms of this section, and the terms of this Agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-1101, *et seq.*), and amendments thereto, and the Kansas Budget Law (K.S.A. 75-2935, *et seq.*), and amendments thereto.

This indemnity obligation includes the obligation to defend, or provide the cost of defense, to the indemnitee provided that the indemnitee complies with the requirements of any applicable contract of insurance providing for the provision of a defense or for the cost of defense. Indemnitee will provide a written representation to the insurance provider indicating that indemnitee shall: (1) cooperate with the insurer in the investigation, settlement or defense of the claim or suit; (2) immediately send the insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or suit; (3) notify any other insurer whose coverage is available to the indemnitee; (4) cooperate with the insurer with respect to coordinating other applicable insurance available to the indemnitee; (5) provide the insurer with written authorization to obtain records and other information related to the claim or suit; and (6) provide written authorization to the insurer to conduct and control the defense of the indemnitee in such claim or suit. Upon the assertion of any claim related in any way to the provision of services under this Agreement, the party who has received such claim shall promptly provide written notice of such claim to the other party.

**5. Insurance.** Herington agrees to obtain and maintain throughout the duration of this agreement, motor vehicle liability coverage, as well as comprehensive liability and property damage insurance coverage, with limits of not less than \$1,000,000 for each act and not less than \$2,000,000 aggregate per occurrence, naming Marion as an additional insured on such policy of insurance. The cost of adding Marion as an additional insured shall be paid by Marion. Herington also agrees to maintain workers' compensation coverage for any Herington employee operating under this agreement.

**6. Effective Date.** This agreement shall be effective upon approval and execution by both agencies and shall thereafter automatically renew annually with mutual consent of both parties; provided, however, that either party hereto shall have the right to cancel and annul this Agreement by giving one hundred and eighty (180) days advance written notice to the other party by certified mail. This Agreement may not be assigned by either party.

**7. Marion's Responsibility.** Marion shall be responsible for establishing and maintaining a budget to cover all anticipated expenses hereunder. It will also be responsible for passing along information on code violation complaints to Herington Neighborhood Services staff and informing Herington staff of any ordinances that would change in the Marion Code of Ordinances.

**8. Payment for Services.** Payment for services hereunder will be due after receipt by Marion of an invoice. Normally, if an invoice is received seven (7) days prior to a Marion City Council meeting, payment will be made within seven (7) days thereafter. If an invoice remains unpaid 90 days after presentation, Herington may decline to provide any further service under this Agreement until the delinquency is cured.

**9. Default.** The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of the Agreement. Either party shall have thirty (30) days after receipt of written notice from the other party of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

**10. Rights and Remedies.** In the event of any breach hereunder and after the lapse of the cure period set forth in Section 9 above, the non-breaching party shall have all the rights and remedies available under the law or at equity. The rights and remedies of the parties hereto shall not be mutually exclusive but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

**11. Governing Law, Jurisdiction and Venue.** All questions with respect to the construction of this Agreement and all rights and liabilities of the parties hereto shall be governed by the laws of the State of Kansas. The sole and exclusive venue for any legal action in any way premised upon the rights and responsibilities of the parties under this Agreement shall be within the District Court of Dickinson County, Kansas. The parties do hereby stipulate to jurisdiction within the District Court of Dickinson County, Kansas.

**12. Notices.** Any written notice which must or may be given relating to this Agreement shall be sufficient if deposited in the United States Mail, postage prepaid, via certified mail, addressed to the City Manager/Administrator of the city to which notice is being provided, with copies to the City Clerk and City Attorney of such city.

**13. Cities Properly Authorized.** By executing this Agreement each city certifies to the other that it has taken the necessary actions and is properly authorized to enter into this Agreement. The cities mutually agree to do all acts necessary and proper to carry out the applicable provisions of this Agreement.

**14. General Provisions.**

**a. Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**b. Amendment.** This Agreement may be modified only by a writing signed by each of the parties hereto.

**c. Binding Effect.** To the extent permitted by law, this Agreement shall bind the parties and their respective successors and assigns.

**d. Captions.** The captions of the various sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

**IN WITNESS WHEREOF**, the City Manager of Herington, Kansas, has signed this agreement on behalf of the City of Herington, Kansas, and the Mayor of the City of Marion, Kansas has signed such agreement on behalf of the City of Marion, Kansas.

**CITY OF HERINGTON, KANSAS**

**CITY OF MARION, KANSAS**

By: \_\_\_\_\_  
Branden Dross, City Manager

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

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Megan Lawrenz, City Clerk

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



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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**

May 31, 2022 to June 5, 2022

**May 31, 2022** – Officers assisted an individual with a baby raccoon stuck in a pipe, animal was relocated to a safer area. A traffic stop was made near Main and Third where a citation was issued for speed over posted 32 mph in a 20 mph zone. Officers responded to a 911 disconnect in the 100 block of Elm, everything was okay.

**June 1, 2022** – Officers provided a welfare check in the 100 block of north Freeborn, everything was okay. Officers checked on a suspicious vehicle in the 700 block of Nickerson, everything was okay. Officers provided two VIN inspections. Officers were dispatched for the report of a potential gas skip, no theft occurred individual returned and paid for fuel. Officers responded to the 700 block of Nickerson for the report of trespassing, a trespassing warning was issued. Officers contact Union Pacific Railroad ref crossing guard station flashing light.

**June 2, 2022** – Officers provided a welfare check in the 100 block of north Freeborn, everything was okay. Officers issued a special SPV permit for Chingawassa event. Officers assisted Marion Ambulance in the 100 block of north Freeborn. Officers provided a VIN inspection. Officers provided foot patrol through the park.

**June 3, 2022** – Officers renewed and registered and SPV. Officers provided a welfare check in the 500 block of south Cedar, individual was later located and everything was okay. Officers provided three VIN inspections. Officers attended Chingawassa day festivities. Officers assisted Marion Fire with a pole on fire in the 400 block of south Fourth. A report of children riding on golf carts was made, none were located. Officers provided foot patrol in park and checking business doors.

**June 4, 2022** – Officers provided traffic control for Chingawassa color run. Officers attended Chingawassa festivities. Officers checked on a report of a suspicious person in the 800 block of north Roosevelt was made, no one was located. A traffic stop was made on Cedar near Highway 56 where a citation was issued for speed over posted max 44 mph in a 30 mph zone and no proof of liability insurance. Officers responded to the report of a disturbance in the 800 block of east Main, everything was okay.

**June 5, 2022** – Officers returned a phone call reference questions about the airport. Officers returned a phone call in reference to their vehicle that was broken down. A traffic stop was made on Highway 56 near Upland where a citation was issued for speed over posted 78 mph in a 65 mph zone.

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**Clinton Jeffrey, Chief of Police**  
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**Steven Janzen, Assistant Chief**  
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**Weekly Press Release**

**May 23, 2022 to May 30, 2022**

**May 23, 2022** – Officers patrolled school zones. Officers checked yards that mowing letters were issued to. Officers provided one VIN inspection. Officers picked up an abandoned car seat from the 300 block of east Main. Officers served a mowing letter. Officers responded to St. Luke for the report of an injury caused by a firearm, occurred in the county, information was passed to Deputies. Officers attempted to check welfare of an individual in the 500 block of north Cedar, no one was located. Officers provided foot patrol checking business doors. Officers assisted Hillsboro Police with a call in the 400 block of south Cedar.

**May 24, 2022** – Officers patrolled school zones. Two dogs were located at large, they were picked up by owner. Officers provided thirteen VIN inspections. Three traffic stops were made where warnings were issued for speed over posted and equipment violations. Officers assisted home owner with removing a skunk from his backyard in the 200 block of south Freeborn. Officers provided foot patrol checking business doors.

**May 25, 2022** – Officers patrolled school zones. Officers provided two VIN inspections. Officers ran stationary radar in the 900 block of north Cedar. Officers returned a phone call in reference to child custody issues.

**May 26, 2022** – Officers provided traffic control for city crews working on sewer in the 800 block of east Main. Officers located an open business door, door was secured. Officers responded to a report of possible trespassing in the 300 block of south Cedar, individual had permission everything was okay. Officers check on suspicious activity in the 1500 block of Victory Lane, everything was okay. Officers assisted Sheriff's Deputies with traffic control at the 56/77/150 round about. Officers provided foot patrol checking business doors.

**May 27, 2022** – Officers assisted resident locked out of their house in the 300 block of south Cedar. Officers provided three VIN inspections. Officers registered and SPV. A traffic stop was made where a warning was issued for speed over posted. Officers checked on a vehicle parked at a business after house in the 900 block of east Main, everything appeared okay. Officers checked on an individual near Main and Vine, everything was okay.

**May 28, 2022** – Four traffic stops were made where warnings were issued for equipment violations. Officers assisted Kiwanis Club members with putting up American Flags in the cemetery. Officers assisted Sheriff's Deputies with a traffic stop near Main and Eisenhower. Officers met with individual parked in a no parking zone, vehicle was moved. Officers checked on an individual mowing yard on south Third,

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appeared to be having a hard time, everything was okay. Officers checked on an abandoned vehicle near Main and Vine, owner would retrieve next day. Officers provided foot patrol checking business doors.

**May 29, 2022** – Three traffic stops were made where warnings were issued for speed over posted and equipment violations. Officers responded to the 100 block of north Freeborn for the report of suspicious activity, nothing was located.

*At 2009 hours on Sunday May 29, 2022 a traffic stop was made near Main and Cedar for an equipment violation. The driver was checked for impairment. Cassandra Belsly, 38 Newton, Kansas was arrested on charges of Driving While Suspended, No Proof of Liability Insurance and obstructed license plate.*

**May 30, 2022** – Officers checked on suspicious activity in the 100 block of north Freeborn, everything was okay. Officers removed storm debris from roadways. Officers responded to a disturbance in the 400 block of south Third, was verbal no action taken. Officers provided a welfare check in the 400 block of Santa Fe, everything was okay. A dog at large was reported near Main and First, none was located. Officers checked on possible trespassing in the 400 block of south Fourth. Officers checked on a vehicle in the roadway, everything was okay. Officers returned a phone call reference a civil issue. Officers returned a phone call reference an issue that occurred in Burns, info was passed to deputies.