



COUNCIL MEETING AGENDA

February, 20, 2024 4:30 p.m.
Community Center – *Lower Level*
203 N. 3rd, Marion Kansas 66861

REGULAR CITY COUNCIL MEETING

1. Flag Salute – Mayor Powers
2. Call the Regular City Council meeting to order – Mayor Powers
3. Approval of Agenda - Mayor Powers
4. Public Forum (1): Those who wish to comment will only be allowed to do so after stating their name and subject they wish to address. These comments will be limited to three (3) Minutes.
5. Approval of consent agenda – Mayor Powers
 - Approval of the minutes of the February 5th, 2024 Council Meeting
 - Approval of warrants in the amount of \$237,365.75
 - Approval of payroll in the amount \$35,761.31
 - January Monthly Financial Report
6. Kansas Transportation Alternatives Concept Papers – Mayor Powers
7. Ordinance 1508 – Meeting Dates and Time Change – Mayor Powers
8. Public Hearing Notice – Ordinance 1509 Revisions to Floodplain Regulations – Mayor Powers
9. 2025 Budget Engagement Letter with Loyd Group – M. McAnarney/J. Robinson
10. Councilor, Department, & Staff Reports
11. Motion to Adjourn Council Meeting

The next regularly scheduled City Council meeting is on March 4th, 2024@ 4:30 p.m.

(It is possible that sometime between 4:30pm and 7:00pm immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the commission chambers or lobby of City Hall. No one is excluded from these areas during those times.)

Council Meeting Procedures

- Please silence your personal electronic devices (cell phones, tablets, watches, etc.). Emergency responders are to have their radios on vibrate.
- The council is interested in questions, concerns and comments from the public and has established a Public Forum agenda item during 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.
- 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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City Council Meeting
January 22nd, 2024
Monday, 4:30 p.m.

The regular meeting of the City Council of the City of Marion, Kansas was held Monday, February 5th, 2024 at 203 N. 3rd, Marion, Kansas in the lower level at 4:30 p.m. with Vice Mayor, Zach Collett presiding as Mayor and Council Members, Kevin Burkholder, Amy Smith and Tim Baxa, Mayor Powers absent. Also in attendance, Janet Robinson, City Clerk, Zach Hudlin, Margo Yates, Community Enrichment Director, Ruth Herbel, Ron Herbel, Janet Marler, Sharon Omstead, Tammy Ensey, Margaret Wilson, Megan Jones, Donald Wilson, Gene Winkler, Darin Neufeld, Tina Spenser, and Marion County Record reporters, Phyllis Zorn and Eric Meyer.

Call to Order: Vice Mayor Collett called the meeting to order following the Pledge of Allegiance.

Public Forum: R. Herbel approached council members with her concern about not having any police coverage on Saturday during a funeral procession, and also asked that dirt and seeding be spread out at the cemetery to cut down on the standing water.

Donald Wilson told council members that he had not received a punch list from James Masters for the remaining repairs that need to be done to his property to make it code compliant. M. Yates had talked to Masters, and he will be in contact with Wilson later in the week.

Megan Jones thanked the City of Marion for all the help they received for getting Bill & Essies BBQ up and running, and Jones was please to announce that carry out orders start on February 17th, 2024.

Approval of the Agenda: K. Burkholder made a motion to approve the agenda; Baxa 2nd; motion carried 4-0.

Approval of the Consent Agenda: T. Baxa made a motion to approve the Consent Agenda; A. Smith 2nd; motion carried 4-0.

Approval of the minutes of the January 22nd, 2024 Council Meeting
Approval of warrants in the amount of \$171,637.40
Approval of payroll in the amount of \$36,980.71

Executive Session: Z. Collett made a motion to enter into executive session at 4:45 p.m. for 10 minutes to discuss personnel matters of nonelected personnel, specifically the Interim City Administrator candidate to protect the privacy interests of the individuals pursuant to K.S.A. 75-4319(b)(1), returning to regular meeting at 4:55; A. Smith 2nd; motion carried 4-0. No action taken.

Interim City Administrator: Z. Collett made a motion to approve Mark McAnarney as the Interim City Administrator as of February 15th, 2024, at a rate of \$488.00 per day, or \$244.00 for

½ day, less than 5 hours; A. Smith 2nd; after discussion, Z. Collett amended his motion to approve hiring Mark McAnarney as the Interim City Administrator per the proposed agreement at a rate of \$488.00 per day to begin on February 15th, 2024; A. Smith 2nd; motion carried 4-0.

Conditional Use Permit for Marion County Health Department: M. Yates told council members that the Planning and Zoning Committee approved a CUP for the Marion County Health Department, that included an easement with USD #408 to be used for a drive through, out the backside of the garage. D. Neufeld stated that USD #408 would be approving the easement at the next School Board Meeting. M. Yates asked council members to approve, deny or make changes and send it back to the Planning and Zoning committee. After discussion T. Baxa made a motion to approve Ordinance 1507, authorizing the approval of a conditional use permit for 1220 East Main Street, Marion, Kansas. K. Burkholder 2nd; motion carried 4-0.

Marion Merchants Economic Development Plan: T. Ensey asked council members what plans they had for hiring a full time Economic Development coordinator to replace Randy Collett's place, and also what plans were being made to fill M. Yates, Community Enrichment position when she retires in May. T. Ensey stated that Art in the Park is coming up fast, and with Yates retiring, who was going to coordinate the event. After discussion, Interim City Administrator, M. McAnarney will be invited to attend the Merchants Meeting on February 27th, 2024.

KDOT Transportation Alternative Grant: Vice Mayor Z. Collett told council members of a grant opportunity with KDOT which is an 80%/20% grant, which could be used for a bike path between Marion and Marion County Lake. D. Neufeld stated that the first step that was needed was to submit a concept paper which needed to be submitted by March 1st, 2024. After discussion, T. Baxa made a motion to approve EBH submitting a concept paper for Marion to be considered for the grant; K. Burkholder 2nd; motion carried. D. Neufeld will present a draft of the concept paper at the March 20th, council meeting.

2025 Budget Engagement Letter with Loyd Group: Vice Mayor tabled the item until the next council meeting.

Lap Tops: T. Baxa made a motion to approve the purchase of lap top computers for each council members and the Mayor at a cost of \$934.67 each, totaling \$4,673.35; A. Smith 2nd; motion carried 4-0.

Councilor Reports: T. Baxa nothing further to report. K. Burkholder nothing further to report. A. Smith nothing further to report. Z. Collett stated that the deed transfers were being forwarded to Lange Real Estate on the MIH properties, and stated everything was moving forward. Z. Collett asked if council member had any concerns with the design plans, stating he would like to inquire about putting basements in the houses.

Staff Reports: Z. Huldin told council members that he was working on a grant for new body cams, which would be a 50/50 match, with the cities portion being \$2,500.00. M. Yates nothing further to report.

S. Hart nothing further to report.

L. Pederson nothing further to report.

J. Robinson nothing further to report.

Motion to Adjourn the Council Meeting: T. Baxa made a motion to adjourn the meeting; A. Smith 2nd; motion carried 4-0.

Michael Powers, Mayor

Janet Robinson, City Clerk

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
CENTRAL NATIONAL BANK 754 ADVANCE INSURANCE CO OF KANSAS									
MARCH PREMIUM	1	2/20/24	2/05/24	MARCH 2024 PREMIUM	21.60	01	01-00-5722 E-PAYMNT 1309334 2/20/24	LIQ	1
	2			MARCH 2024 PREMIUM	18.90	01	01-10-5722 E-PAYMNT 1309334 2/20/24	LIQ	1
	3			MARCH 2024 PREMIUM	21.60	01	01-14-5722 E-PAYMNT 1309334 2/20/24	LIQ	1
	4			MARCH 2024 PREMIUM	2.70	02	02-01-5722 E-PAYMNT 1309334 2/20/24	LIQ	1
	5			MARCH 2024 PREMIUM	5.40	02	02-03-5722 E-PAYMNT 1309334 2/20/24	LIQ	1
	6			MARCH 2024 PREMIUM	21.60	02	02-04-5722 E-PAYMNT 1309334 2/20/24	LIQ	1
	7			MARCH 2024 PREMIUM	10.80	02	02-06-5722 E-PAYMNT 1309334 2/20/24	LIQ	1
	8			MARCH 2024 PREMIUM	3.51	01	01-75-5722 E-PAYMNT 1309334 2/20/24	LIQ	1
	9			MARCH 2024 PREMIUM	16.20	02	02-02-5722 E-PAYMNT 1309334 2/20/24	LIQ	1
	10			MARCH 2024 PREMIUM	5.40	01	01-15-5722 E-PAYMNT 1309334 2/20/24	LIQ	1
	11			MARCH 2024 PREMIUM	5.40	01	01-55-5722 E-PAYMNT 1309334 2/20/24	LIQ	1
	12			FEBRUARY 2024 PREMIUM	5.40	02	02-02-5722 E-PAYMNT 1309334 2/20/24	LIQ	1
				INVOICE TOTAL	138.51				
				VENDOR TOTAL	138.51				
1225 AIRGAS USA, LLC									
INV# 5505698894	1	2/20/24	2/20/24	RENT LARGE ACETYLENE	10.13	02	02-01-5021	LIQ	1
	2			RENT LARGE ACETYLENE	10.13	02	02-04-5021	LIQ	1
	3			RENT LARGE ACETYLENE	10.12	01	01-10-5021	LIQ	1
	4			RENT LARGE ARGON	5.06	02	02-01-5021	LIQ	1
	5			RENT LARGE ARGON	5.06	02	02-04-5021	LIQ	1
	6			RENT LARGE ARGON	5.07	01	01-10-5021	LIQ	1
	7			RENT LARGE OXYGEN	20.25	02	02-01-5021	LIQ	1
	8			RENT LARGE OXYGEN	20.25	02	02-04-5021	LIQ	1
	9			RENT LARGE OXYGEN	20.26	01	01-10-5021	LIQ	1
	10			HAZMAT	9.73	02	02-01-5021	LIQ	1
	11			HAZMAT	9.73	02	02-04-5021	LIQ	1
	12			HAZMAT	9.73	01	01-10-5021	LIQ	1
				INVOICE TOTAL	135.52				
				VENDOR TOTAL	135.52				
4 AT & T									
INV# 07703274061	1	2/20/24	1/25/24	WATER TOWER	78.13	02	02-02-5015	LIQ	1
				INVOICE TOTAL	78.13				
				VENDOR TOTAL	78.13				

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SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
FEBRUARY	1	2/20/24	2/15/24	38 ATMOS ENERGY MARION WATER WORKS	564.02	02	02-04-5015 E-PAYMNT 1309335 2/20/24	LIQ	1
	2			MARION WATER WORKS	564.02	01	01-10-5015 E-PAYMNT 1309335 2/20/24	LIQ	1
	3			MARION WATER WORKS	564.19	02	02-01-5015 E-PAYMNT 1309335 2/20/24	LIQ	1
	4			MARION MUSEUM	344.24	01	01-25-5015 E-PAYMNT 1309335 2/20/24	LIQ	1
	5			MARION FIRE/PD	288.43	01	01-65-5015 E-PAYMNT 1309335 2/20/24	LIQ	1
	6			MARION FIRE/PD	123.61	01	01-14-5015 E-PAYMNT 1309335 2/20/24	LIQ	1
	7			MARION FIRE	238.83	01	01-65-5015 E-PAYMNT 1309335 2/20/24	LIQ	1
	8			MARION SHOP	320.86	02	02-04-5015 E-PAYMNT 1309335 2/20/24	LIQ	1
	9			MARION SHOP	320.86	01	01-10-5015 E-PAYMNT 1309335 2/20/24	LIQ	1
	10			MARION SHOP	320.97	02	02-01-5015 E-PAYMNT 1309335 2/20/24	LIQ	1
	11			MARION CITY HALL	827.15	01	01-05-5015 E-PAYMNT 1309335 2/20/24	LIQ	1
			INVOICE TOTAL	4,477.18					
			VENDOR TOTAL	4,477.18					
MARCH	1	2/20/24	2/08/24	9 BLUE CROSS/BLUE SHIELD MARCH 2024 ADMIN	43.29	152	01-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1
	2			MARCH 2024 ADMIN	1,092.70	152	01-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1
	3			MARCH 2024 ADMIN	528.88	152	01-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1
	4			MARCH 2024 POLICE	85.90	152	01-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1
	5			MARCH 2024 POLICE	2,115.52	152	01-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1
	6			MARCH 2024 S&A	1,792.90	152	01-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1
	7			MARCH 2024 WATER DIST	322.62	252	02-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1
	8			MARCH 2024 WATER PLANT	528.88	252	02-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1
	9			MARCH 2024 WATER PLANT	491.68	252	02-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1
	10			MARCH 2024 WATER PLANT	557.06	252	02-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1
	11			MARCH 2024 SEWER	557.06	252	02-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1
	12			MARCH 2024 ELECTRIC	1,586.64	252	02-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1
	13			MARCH 2024 ELECTRIC	1,163.72	252	02-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	14			MARCH 2024 REC	528.88	152	01-00-2452	LIQ	1
	15			MARCH 2024 LIBRARY	599.67	152	01-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1
	16			MARCH 2024 REFUSE	1,135.31	252	02-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1
	17			MARCH 2024 REFUSE	528.88	252	02-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1
	18			MARCH 2024 PARK	528.88	152	01-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1
	19			FEBRUARY 2024 POLICE	537.56	152	01-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1
	20			FEBRUARY 2024 WATER PLANT	499.93	252	02-00-2452 E-PAYMNT 1309336 2/20/24	LIQ	1
				INVOICE TOTAL	15,225.96				
				VENDOR TOTAL	15,225.96				
INV# 927789326				55 BORDER STATES INDUSTRIES, INC.					
	1	2/20/24	2/01/24	15KV 200A LOADBREAK POLY	1,756.20	02	02-04-5020	LIQ	1
	2			TAX	144.88	02	02-04-5020	LIQ	1
				INVOICE TOTAL	1,901.08				
				VENDOR TOTAL	1,901.08				
FEBRUARY				1967 CARD SERVICES					
	1	2/20/24	2/01/24	VANDEBILTS-BOOTS	141.04	02	02-04-5060 E-PAYMNT 1309342 2/20/24	LIQ	1
	2			BOMBAARS-HEATER	27.66	02	02-02-5021 E-PAYMNT 1309342 2/20/24	LIQ	1
	3			FAMILY DOLLAR-MAGNETIC CLIPS	4.06	02	02-02-5020 E-PAYMNT 1309342 2/20/24	LIQ	1
	4			BOMGAARS-TRAY,PLIERS,VICE GRIP	417.71	02	02-02-5020 E-PAYMNT 1309342 2/20/24	LIQ	1
	5			DOLLAR GENERAL-COUNCIL RECEP	145.74	01	01-00-5020 E-PAYMNT 1309342 2/20/24	LIQ	1
	6			AMAZON-DESKTOP COMPUTER	233.99	01	01-14-5022 E-PAYMNT 1309342 2/20/24	LIQ	1
	7			AMAZON-HDMI CABLE	25.43	01	01-14-5022 E-PAYMNT 1309342 2/20/24	LIQ	1
	8			ARIAT-CANVAS PANTS, JACKET	703.35	02	02-04-5060 E-PAYMNT 1309342 2/20/24	LIQ	1
	9			ARIAT-JEANS	262.69	02	02-04-5060 E-PAYMNT 1309342 2/20/24	LIQ	1
	10			ARIAT-JEANS	442.87	02	02-04-5060 E-PAYMNT 1309342 2/20/24	LIQ	1
	11			ADOBE-ACROBAT PRO	259.67	01	01-00-5022 E-PAYMNT 1309342 2/20/24	LIQ	1
	12			AMAZON-LONG SLEEVE T-SHIRT	739.15	02	02-04-5060 E-PAYMNT 1309342 2/20/24	LIQ	1
	13			AMAZON-LONG SLEEVE SHIRT	730.65	02	02-04-5060 E-PAYMNT 1309342 2/20/24	LIQ	1
	14			AMAZON-LONG SLEEVE SHIRTS	1,461.30	02	02-04-5060 E-PAYMNT 1309342 2/20/24	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	15			AMAZON-THREAD TAPE	38.59	01	01-10-5020	LIQ	1
							E-PAYMNT 1309342 2/20/24		
	16			AMAZON-THREAD TAPE	22.71	01	01-10-5020	LIQ	1
							E-PAYMNT 1309342 2/20/24		
	17			AMAON-TEFLON TAPE	38.66	01	01-10-5020	LIQ	1
							E-PAYMNT 1309342 2/20/24		
	18			USABLUBOOK-WATER TESTING	744.18	02	02-02-5012	LIQ	1
							E-PAYMNT 1309342 2/20/24		
	19			AMAZON-LIBRARY PICTURE FRAME	24.77	01	01-05-5020	LIQ	1
							E-PAYMNT 1309342 2/20/24		
	20			GRAINGER-MAGNT DRV PMP	368.40	02	02-02-5020	LIQ	1
							E-PAYMNT 1309342 2/20/24		
	21			AG POWER-WHEEL ASSY	55.11	01	01-30-5020	LIQ	1
							E-PAYMNT 1309342 2/20/24		
	22			BOMGAARS-DOGFOOD	65.99	26	26-00-5042	LIQ	1
							E-PAYMNT 1309342 2/20/24		
	23			WINDOWS OFFICE PLUS	18.90	10	10-00-5065	LIQ	1
							E-PAYMNT 1309342 2/20/24		
	24			METROFAX	99.50	01	01-14-5255	LIQ	1
							E-PAYMNT 1309342 2/20/24		
	25			PIRATE SHIP-PRIORITY MAIL	14.75	01	01-14-5016	LIQ	1
							E-PAYMNT 1309342 2/20/24		
	26			AMAZON-DESK CHAIR MAT	124.95	10	10-00-5062	LIQ	1
							E-PAYMNT 1309342 2/20/24		
	27			ARIAT-JEANS	683.75	02	02-04-5060	LIQ	1
							E-PAYMNT 1309342 2/20/24		
	28			AMAZON-FLOOR SCRUB	51.57	02	02-02-5020	LIQ	1
							E-PAYMNT 1309342 2/20/24		
	29			AMAZON-ORECK FLOOR MACHINE	26.45	02	02-02-5020	LIQ	1
							E-PAYMNT 1309342 2/20/24		
				INVOICE TOTAL	7,973.59				
				VENDOR TOTAL	7,973.59				
CITY LIBRARY			991 CHINGAWASSA DAYS						
	1	2/20/24	2/11/24	BILLBOARD-OCTOBER	400.00	01	01-11-5276	LIQ	1
				INVOICE TOTAL	400.00				
				VENDOR TOTAL	400.00				
INV# 4183423373			1931 CINTAS CORPORATION #451						
	1	2/20/24	2/14/24	3X5 XTRAC MAT INGO	25.73	01	01-10-5020	LIQ	1
	2			SM SHOP TOWEL	65.00	01	01-10-5020	LIQ	1
	3			SM SHOP TOWEL	29.90	01	01-10-5020	LIQ	1
	4			SERVICE CHARGE	20.94	01	01-10-5020	LIQ	1
				INVOICE TOTAL	141.57				
				VENDOR TOTAL	141.57				
FEBRUARY			1086 CITY OF MARION						
	1	2/20/24	2/15/24	CEMETERY	163.66	01	01-30-5015	LIQ	1
	2			CITY HALL	1,744.32	01	01-05-5015	LIQ	1
	3			JIA	45.27	01	01-90-5015	LIQ	1
	4			FIRE	74.10	01	01-65-5015	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	TYPE	CK SQ
	5			PARK	99.46	01	01-15-5015	LIQ	1
	6			POLICE	45.37	01	01-14-5015	LIQ	1
	7			SEWER	933.29	02	02-03-5015	LIQ	1
	8			S&A	54.00	01	01-10-5015	LIQ	1
	9			WATER DIST	54.00	02	02-01-5015	LIQ	1
	10			ELECTRIC	355.58	02	02-04-5015	LIQ	1
	11			WATER PLANT	1,277.16	02	02-02-5015	LIQ	1
	12			MUSEUM	77.47	01	01-25-5015	LIQ	1
	13			STREET LIGHT	1,543.99	02	02-04-5014	LIQ	1
				INVOICE TOTAL	6,467.67				
				VENDOR TOTAL	6,467.67				
				3350 CITYCODE FINANCIAL, LLC					
INV# 1762	1	2/20/24	2/06/24	2024 ANNUAL FEE	1,500.00	01	01-00-5040	LIQ	1
				INVOICE TOTAL	1,500.00				
				VENDOR TOTAL	1,500.00				
				3313 COMPLIANCE ONE					
INV# 312962	1	2/20/24	2/08/24	FEBRUARY SUBSTANCE	6.00	02	02-02-5024	LIQ	1
	2			FEBRUARY SUBSTANCE	12.00	02	02-04-5024	LIQ	1
	3			FEBRUARY SUBSTANCE	3.00	02	02-01-5024	LIQ	1
	4			FEBRUARY SUBSTANCE	21.00	01	01-10-5024	LIQ	1
	5			FEBRUARY SUBSTANCE	6.00	02	02-06-5024	LIQ	1
	6			PRE EMPLOYMENT-WHEELER	79.50	02	02-02-5024	LIQ	1
	7			PRE EMPLOYMENT=WOODFORD	79.50	01	01-14-5024	LIQ	1
	8			COLLECTION SITE OVERAGE-WOODFO	5.00	01	01-14-5024	LIQ	1
				INVOICE TOTAL	212.00				
				VENDOR TOTAL	212.00				
				21 COOPERATIVE GRAIN & SUP.					
JANUARY FUEL	1	2/20/24	2/15/24	FIRE FUEL	230.51	01	01-65-5025	LIQ	1
	2			PD FUEL	369.43	01	01-14-5025	LIQ	1
	3			ELECTRIC FUEL	717.18	02	02-04-5025	LIQ	1
	4			STREET AND ALLEY FUEL	411.61	01	01-10-5025	LIQ	1
	5			REFUSE FUEL	1,638.99	02	02-06-5025	LIQ	1
	6			WATER DIST FUEL	95.45	02	02-02-5025	LIQ	1
	7			SEWER FUEL	55.32	02	02-03-5025	LIQ	1
	8			PARK FUEL	53.40	01	01-15-5025	LIQ	1
	9			CEMETERY FUEL	46.68	01	01-30-5025	LIQ	1
	10			ADMIN FUEL	30.61	01	01-10-5025	LIQ	1
				INVOICE TOTAL	3,649.18				
				VENDOR TOTAL	3,649.18				
				1024 CORE & MAIN LP					
INV# U247856	1	2/20/24	1/18/24	38X3 METER INSULATOR	170.00	02	02-01-5020	LIQ	1
	2			25X3 METER INSULATOR	41.30	02	02-01-5020	LIQ	1
	3			RADIANS SAFETY EYEWARE	3.50	02	02-02-5020	LIQ	1
	4			RADIANS SAFETY EYEWARE	3.90	02	02-02-5020	LIQ	1
	5			FIRST AID KIT	16.99	02	02-02-5020	LIQ	1
	6			RADWEAR KNIT DIP GLOVE	8.85	02	02-02-5020	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	7			RADWEAR KNIT DIP GLOVE	8.85	02	02-02-5020	LIQ	1
	8			UPS GROUND	12.14	02	02-02-5020	LIQ	1
				INVOICE TOTAL	265.53				
				VENDOR TOTAL	265.53				
			3965 EDWARDS, BRYANT						
REIMBURSEMENT REPORT	1	2/20/24	1/28/24	9.42 GALLONS OF FUEL	25.40	01	01-14-5025	LIQ	1
				INVOICE TOTAL	25.40				
				VENDOR TOTAL	25.40				
			451 EVERGY						
JANUARY	1	1/31/24	2/20/24	1000 SUNFLOWER	32.37	02	02-04-5015	LIQ	1
							E-PAYMNT 1309337 2/20/24		
	2			US 50 AND SUNFLOWER	41.25	02	02-04-5015	LIQ	1
							E-PAYMNT 1309337 2/20/24		
	3			US 50 AND SUNFLOWER	32.11	02	02-04-5015	LIQ	1
							E-PAYMNT 1309337 2/20/24		
				INVOICE TOTAL	105.73				
				VENDOR TOTAL	105.73				
			35 FLINT HILLS R.E.C.A.						
JANUARY	1	2/20/24	2/01/24	1825 UPLAND	115.30	02	02-04-5015	LIQ	1
							E-PAYMNT 1309338 2/20/24		
	2			PUMP STATION	186.77	02	02-04-5015	LIQ	1
							E-PAYMNT 1309338 2/20/24		
	3			STREET LIGHTS	221.56	02	02-04-5015	LIQ	1
							E-PAYMNT 1309338 2/20/24		
	4			HWY 56 AND TIMBER	48.31	02	02-04-5014	LIQ	1
							E-PAYMNT 1309338 2/20/24		
	5			SIGN HWY 77	10.01	02	02-04-5015	LIQ	1
							E-PAYMNT 1309338 2/20/24		
				INVOICE TOTAL	581.95				
				VENDOR TOTAL	581.95				
			1147 GPC&N LLC						
INV# 18039	1	2/20/24	1/29/24	MONTY AUDIT AT CITY AND PD	95.00	01	01-00-5022	LIQ	1
	2			LAPTOP QUOTES FOR COUNCIL	95.00	01	01-00-5022	LIQ	1
	3			MEETING WITH LAWYERS	71.25	01	01-00-5022	LIQ	1
	4			UPDATING SERVERS	190.00	01	01-00-5022	LIQ	1
	5			WORKED ON BECKY'S PC	95.00	01	01-00-5022	LIQ	1
	6			TRACING NEW AP'S FOR BALLROOM	95.00	01	01-00-5022	LIQ	1
	7			RESTORE BACKUP SERVERS	95.00	01	01-00-5022	LIQ	1
	8			UPDATING OFFICE DEVICES	190.00	01	01-00-5022	LIQ	1
	9			SET UP COUNCIL LAPTOPS	380.00	01	01-00-5022	LIQ	1
	10			SECURITY FOR MIGRATION	95.00	01	01-00-5022	LIQ	1
	11			NEW INTERIM CITY ADMIN	166.25	01	01-00-5022	LIQ	1
	12			NEW LAPTOP SET UP	190.00	01	01-00-5022	LIQ	1
				INVOICE TOTAL	1,757.50				
				VENDOR TOTAL	1,757.50				

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
3243 KANSAS POWER POOL									
JANUARY	1	2/20/24	2/15/24	TRANSMISSION	29,274.72	02	02-04-5551	LIQ	1
	2			ADMIN	8,864.88	02	02-04-5551	LIQ	1
	3			CAPACITY DEMAND	32,298.40	02	02-04-5551	LIQ	1
	4			ENERGY	41,059.64	02	02-04-5551	LIQ	1
	5			ENERGY COST ADJUSTMENT	16,276.38	02	02-04-5551	LIQ	1
	6			FACILITY CHARGE	62.90	02	02-04-5551	LIQ	1
	7			VOLTAGE UPGRADE	18,778.72	02	02-04-5553	LIQ	1
				INVOICE TOTAL	146,615.64				
				VENDOR TOTAL	146,615.64				
3345 KARSTETTER & BINA, LLC									
INV#11469/11436	1	2/20/24	2/01/24	1/4/24 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1
	2			1/4/24 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1
	3			1/9/24 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1
	4			1/10/24 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1
	5			1/11/24 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1
	6			1/12/24 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1
	7			1/26/24 CITY ATTORNEY FEES	75.00	01	01-00-5350	LIQ	1
	8			1/31/24 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1
	9			1/31/24 CITY ATTORNEY FEES	90.00	01	01-00-5350	LIQ	1
	10			2/1/24 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1
	11			2/1/24 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1
	12			1/31/24 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1
	13			1/3/24 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1
	14			1/3/24 CITY ATTORNEY FEES	45.00	01	01-00-5350	LIQ	1
	15			1/8/24 CITY ATTORNEY FEES	45.00	01	01-00-5350	LIQ	1
	16			1/8/24 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1
	17			1/12/24 CITY ATTORNEY FEES	60.00	01	01-00-5350	LIQ	1
	18			1/12/24 CITY ATTORNEY FEES	120.00	01	01-00-5350	LIQ	1
	19			1/15/24 CITY ATTORNEY FEES	120.00	01	01-00-5350	LIQ	1
	20			1/15/24 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1
	21			1/18/24 CITY ATTORNEY FEES	240.00	01	01-00-5350	LIQ	1
	22			1/18/24 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1
	23			1/22/24 CITY ATTORNEY FEES	105.00	01	01-00-5350	LIQ	1
				INVOICE TOTAL	1,200.00				
				VENDOR TOTAL	1,200.00				
3348 KDHE-BUREAU OF WATER									
9/1/23-2/29/24	1	2/20/24	1/09/24	JEX SEWER PROJECT PRINCIPAL	8,490.63	02	02-03-5034	LIQ	1
	2			INTEREST	2,070.46	02	02-03-5033	LIQ	1
	3			SERVICE FEE	238.53	02	02-03-5033	LIQ	1
				INVOICE TOTAL	10,799.62				
				VENDOR TOTAL	10,799.62				
3889 KS DCF-LIEAP									
LIEAP REFUND	1	2/20/24	2/20/24	LIEAP-NANCY ZOLLER	259.00	02	02-04-5013	LIQ	1
				INVOICE TOTAL	259.00				
				VENDOR TOTAL	259.00				

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
JANUARY STATEMENT1	1	2/20/24	2/01/24	68 MARION AUTO SUPPLY BLASTER LUBRICANT	51.24	01	01-10-5021	LIQ	1
	2			CONNECTR	6.46	01	01-10-5021	LIQ	1
	3			ADAPTER	3.23	01	01-10-5021	LIQ	1
	4			WIPER BLADE	38.98	02	02-04-5417	LIQ	1
	5			MOTHERS	26.50	01	01-10-5021	LIQ	1
	6			WIPER BLADE	38.98	01	01-10-5021	LIQ	1
	7			BRK FLUID	26.99	01	01-10-5021	LIQ	1
	8			16IN EXACTFITBLADE	59.96	01	01-10-5435	LIQ	1
	9			DE ICER	13.16	01	01-10-5021	LIQ	1
	10			8IN WS BRUSH 48IN HANDLE	15.99	01	01-10-5021	LIQ	1
	11			DETAILING BUCKET	9.99	01	01-10-5021	LIQ	1
	12			CAR WASH BRUSH	10.60	01	01-10-5021	LIQ	1
	13			BLADE GUIDE	97.98	01	01-10-5021	LIQ	1
	14			WIND WASHER FLUID	54.89	01	01-10-5021	LIQ	1
	15			TOW STRAP	28.99	01	01-10-5021	LIQ	1
	16			FUEL FIL	22.19	01	01-10-5021	LIQ	1
	17			FLUX BRUSHES	2.49	01	01-10-5021	LIQ	1
	18			ISO HEET ANTIFREEZE	6.58	01	01-10-5021	LIQ	1
	19			DIESEL FUEL ADDITIVE	68.94	01	01-10-5021	LIQ	1
	20			PWR SVC DIESEL SUP 32	83.94	01	01-10-5021	LIQ	1
	21			2.5 DEF	25.98	01	01-10-5021	LIQ	1
	22			OIL DRY	14.49	01	01-10-5021	LIQ	1
	23			MIRROR	41.99	02	02-04-5408	LIQ	1
	24			AIR FILTER	34.81	02	02-04-5417	LIQ	1
	25			NAPA GOLD OIL FILTER	20.88	02	02-04-5417	LIQ	1
	26			T6 5W40	110.97	02	02-04-5417	LIQ	1
	27			HAMMER	19.00	02	02-03-5020	LIQ	1
	28			NITRILE DISPOSE GLOVE	10.49	01	01-10-5021	LIQ	1
	29			NAPAGOLD AIR FILTER	34.76	01	01-30-5408	LIQ	1
	30			PERMA LOCK	4.99	01	01-30-5408	LIQ	1
	31			PERMA LOCK BLUE	12.30	01	01-10-5021	LIQ	1
	32			CAP SCREW	8.00	01	01-10-5021	LIQ	1
	33			NON CHLOR BRAKE CLNR	2.99	01	01-10-5021	LIQ	1
	34			BRK PAD	66.99	02	02-04-5417	LIQ	1
	35			DISC PAD	78.99	02	02-04-5417	LIQ	1
	36			SCRATCH BRUSH	10.98	01	01-10-5021	LIQ	1
	37			SCRATCH BRUSH	5.99	01	01-10-5021	LIQ	1
	38			SCRAPER	15.74	01	01-10-5021	LIQ	1
	39			SCRAPER	22.49	01	01-10-5021	LIQ	1
	40			HI PWR II IND V-BELT	47.98	02	02-02-5020	LIQ	1
	41			BRAKE ROTO ONLY	151.98	02	02-04-5417	LIQ	1
	42			COMBO BALL MOUNT	46.99	01	01-10-5021	LIQ	1
	43			CONNECTR	3.23	02	02-02-5020	LIQ	1
	44			WIRE WHEEL CRIMPED	6.49	01	01-10-5021	LIQ	1
	45			WIRE WHEEL CRIMPED	5.49	01	01-10-5021	LIQ	1
	46			PRY BAR KIT	59.95	01	01-10-5021	LIQ	1
	47			CUP BRUSH CRIMPED	6.99	01	01-10-5021	LIQ	1
	48			DRILL BIT	27.95	01	01-10-5021	LIQ	1
	49			DRILL BIT	26.50	01	01-10-5021	LIQ	1
	50			GM3 PACK UTILITY	12.99	01	01-10-5021	LIQ	1
	51			DIESEL FUEL ADDITIVE	33.98	01	01-65-5413	LIQ	1
	52			OIL DRY	57.96	01	01-65-5413	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	TYPE	CK SQ
	53			DIESEL FUEL ADDITIVE	27.98	01	01-65-5411	LIQ	1
	54			UTILITY BLADES	14.99	01	01-65-5411	LIQ	1
	55			CONVEX MIRROR	16.79	01	01-65-5413	LIQ	1
				INVOICE TOTAL	1,759.15				
				VENDOR TOTAL	1,759.15				
JANUARY STATEMENT2	1	2/20/24	2/01/24	3425 MARION COUNTY HARDWARE POOL UTILITY PUMP	104.94	02	02-02-5010	LIQ	1
				INVOICE TOTAL	104.94				
				VENDOR TOTAL	104.94				
INV# 29121965	1	2/20/24	1/31/24	3576 MATHESON TRI-GAS INC. TELEMETRY SYSTEM	455.40	02	02-02-5046	LIQ	1
				INVOICE TOTAL	455.40				
				VENDOR TOTAL	455.40				
INV# 336896	1	2/20/24	1/12/24	324 MCPHERSON BUSINESS MACH. COPY COUNT	25.00	01	01-55-5255	LIQ	1
				INVOICE TOTAL	25.00				
				VENDOR TOTAL	25.00				
INV# 1618	1	2/20/24	2/14/24	3960 NEXT GENERATION RECREATION SLIDE-FINAL PAYMENT	1,099.47	01	01-15-5020	LIQ	1
				INVOICE TOTAL	1,099.47				
				VENDOR TOTAL	1,099.47				
INV# 12046	1	2/20/24	2/14/24	3732 NIGHTINGALE TRANSMISSIONS, LLC DIAGNOSE CODE P0657 FORD F550	250.00	02	02-04-5409	LIQ	1
				INVOICE TOTAL	250.00				
				VENDOR TOTAL	250.00				
2387044032	1	2/20/24	2/01/24	3952 ECHOSAT, INC SPG PACKAGE	45.00	01	01-16-5015 E-PAYMNT 1309339 2/20/24	LIQ	1
				INVOICE TOTAL	45.00				
				VENDOR TOTAL	45.00				
INV# 37194606/371965	1	2/20/24	2/13/24	3069 QUILL CORPORATION 1.5IN BINDER	12.79	01	01-00-5020	LIQ	1
	2			A-Z READY INDEXES	19.78	01	01-00-5020	LIQ	1
	3			FOLDER	28.99	01	01-00-5020	LIQ	1
	4			Z GRIP 1.0MM RETRACTABLE PEN	7.22	01	01-00-5020	LIQ	1
	5			GLOVES	12.59	01	01-05-5020	LIQ	1
	6			POST ITS	28.99	01	01-00-5020	LIQ	1
	7			WRITE AND ERASE	.01	01	01-00-5020	LIQ	1
	8			LABLES ADDRESS	29.99	01	01-00-5020	LIQ	1
	9			HP 962 CMY INK 3 PK	57.98	02	02-02-5020	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	TYPE	CK SQ
	10			PAPER CLIPS	10.59	01	01-00-5020	LIQ	1
	11			5X1 COPY	72.96	01	01-00-5020	LIQ	1
	12			HP 926 INK	69.99	01	01-05-5020	LIQ	1
				INVOICE TOTAL	351.88				
				VENDOR TOTAL	351.88				
				3941 RENSENHOUSE					
INV# 1996-1054352/19	1	2/20/24	1/31/24	GRAY ROADWAY LIGHT	1,017.30	02	02-04-5014	LIQ	1
	2			50W LT FX	1,182.40	02	02-04-5014	LIQ	1
	3			16 IN CHAINSAW	335.00	02	02-04-5020	LIQ	1
	4			WIRE	2,200.00	02	02-03-5462	LIQ	1
				INVOICE TOTAL	4,734.70				
				VENDOR TOTAL	4,734.70				
				1788 ROD'S TIRE & SERVICE, INC.					
INV# 286441	1	2/20/24	2/14/24	20 IN SPLIT RIM	115.00	01	01-10-5422	LIQ	1
	2			TRUCK TUBE	35.00	01	01-10-5422	LIQ	1
				INVOICE TOTAL	150.00				
				VENDOR TOTAL	150.00				
				84 SALINA SUPPLY COMPANY					
S100253930	1	2/20/24	2/01/24	WATER METER	1,044.23	02	02-01-5020	LIQ	1
	2			S&H	25.28	02	02-01-5020	LIQ	1
	3			WATER METER	2,088.46	02	02-01-5020	LIQ	1
	4			S&H	22.70	02	02-01-5020	LIQ	1
				INVOICE TOTAL	3,180.67				
				VENDOR TOTAL	3,180.67				
				140 STANION WHOLESALE ELECTRIC CO					
INV# 5673771	1	2/20/24	1/31/24	WIRE	2,120.28	02	02-04-5020	LIQ	1
	2			DELIVERY CHARGE	5.00	02	02-04-5020	LIQ	1
	3			TAX	174.92	02	02-04-5020	LIQ	1
	4			SH107ABB	646.42	02	02-04-5020	LIQ	1
	5			TAX	53.33	02	02-04-5020	LIQ	1
				INVOICE TOTAL	2,999.95				
				VENDOR TOTAL	2,999.95				
				343 STATE TREASURER					
INV# R1240401124826	1	2/20/24	2/12/24	SR 2013 INTEREST	5,780.00	12	12-00-5050	LIQ	1
				INVOICE TOTAL	5,780.00				
				VENDOR TOTAL	5,780.00				
				3695 THE WICHITA TIMES/MATRIX MEDIA					
INV# 22-00536	1	2/20/24	2/06/24	AD IN 2024 TRAVEL KANSAS MAG	350.00	01	01-55-5050	LIQ	1
				INVOICE TOTAL	350.00				
				VENDOR TOTAL	350.00				

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
INV# 598363	1	2/20/24	2/01/24	3888 UTILITY SERVICE CO., INC. 75000 ELEVATED SMALL TANK	10,532.09	02	02-01-5041	LIQ	1
				INVOICE TOTAL	10,532.09				
				VENDOR TOTAL	10,532.09				
FEBRUARY	1	2/20/24	2/01/24	3426 CARD SERVICES FASTENERS/SCREWS/BOLTS	11.37	01	01-10-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	2			SPRAY PAINT	11.98	01	01-10-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	3			SNOW SHOVEL	125.97	01	01-10-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	4			ICE MELT	55.98	01	01-10-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	5			FASTENERS/SCREWS/BOLTS	12.99	02	02-04-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	6			THERMOSTAT HEAT ACE	22.99	02	02-02-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	7			ACE WATER 24 PK	5.99	02	02-02-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	8			EXTENSION CORD	41.99	02	02-02-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	9			ACCENT ENTRY LVR STN NKL	53.99	02	02-02-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	10			GORILLA TAPE	14.99	02	02-02-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	11			OVEN CLEANER	8.99	02	02-02-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	12			KEYKRAFTER BRASS KEY	15.96	02	02-02-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	13			FASTENERS/SCREWS/BOLTS	1.80	02	02-02-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	14			FASTENERS/SCREWS/BOLTS	1.20	02	02-02-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	15			BLOWOFF DUSTER	9.99	01	01-10-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	16			MAGNETIC DRY GUID SET 3P	24.99	01	01-10-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	17			BATTERY ALK C 8 PK	39.98	02	02-01-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	18			SHARKBIT BALL VALVE	45.98	02	02-01-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	19			GLUE FLOOR	22.99	01	01-05-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	20			WAKK SCRAPER FLEX	9.99	01	01-05-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	21			TROWL	2.69	01	01-05-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	22			COUPLBRS3	8.99	02	02-02-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	23			ELBOW	2.59	02	02-02-5020 E-PAYMNT 1309340 2/20/24	LIQ	1
	24			ICE MELT	19.99	01	01-75-5259	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	25			SPRAY PAINT	13.00	02	E-PAYMNT 1309340 2/20/24 02-03-5020	LIQ	1
	26			THRD SL TAPE	2.78	02	E-PAYMNT 1309340 2/20/24 02-03-5020	LIQ	1
	27			BATTERY AA	19.99	02	E-PAYMNT 1309340 2/20/24 02-03-5020	LIQ	1
	28			ENERGIZER	17.99	02	E-PAYMNT 1309340 2/20/24 02-03-5020	LIQ	1
	29			NIPPLE	6.59	02	E-PAYMNT 1309340 2/20/24 02-03-5020	LIQ	1
	30			NIPPLE	2.39	02	E-PAYMNT 1309340 2/20/24 02-03-5020	LIQ	1
	31			NIPPLE	5.99	02	E-PAYMNT 1309340 2/20/24 02-03-5020	LIQ	1
	32			PUSH THR ADPTR	4.78	02	E-PAYMNT 1309340 2/20/24 02-03-5020	LIQ	1
	33			NIPPLE	11.97	02	E-PAYMNT 1309340 2/20/24 02-03-5020	LIQ	1
	34			NIPPLE	25.77	02	E-PAYMNT 1309340 2/20/24 02-03-5020	LIQ	1
	35			STRT ELBOW	9.18	02	E-PAYMNT 1309340 2/20/24 02-03-5020	LIQ	1
	36			HEX BUSHING	6.99	02	E-PAYMNT 1309340 2/20/24 02-03-5020	LIQ	1
	37			NIPPLE	2.39	02	E-PAYMNT 1309340 2/20/24 02-03-5020	LIQ	1
	38			THERMOSTAT 1	27.99	02	E-PAYMNT 1309340 2/20/24 02-02-5021	LIQ	1
	39			EXTINSION CORD	44.99	01	E-PAYMNT 1309340 2/20/24 01-10-5021	LIQ	1
	40			EXTENSION CORD	79.99	01	E-PAYMNT 1309340 2/20/24 01-10-5021	LIQ	1
	41			EXTENSION CORD	41.99	01	E-PAYMNT 1309340 2/20/24 01-10-5021	LIQ	1
	42			CONNECTR	9.99	01	E-PAYMNT 1309340 2/20/24 01-10-5021	LIQ	1
	43			GROUND PLUG	11.18	01	E-PAYMNT 1309340 2/20/24 01-10-5021	LIQ	1
	44			RECEPTACLE	24.95	01	E-PAYMNT 1309340 2/20/24 01-10-5021	LIQ	1
	45			HEATER	42.99	02	E-PAYMNT 1309340 2/20/24 02-03-5020	LIQ	1
	46			UTILITY HEATER	49.99	02	E-PAYMNT 1309340 2/20/24 02-03-5020	LIQ	1
	47			MILKHOUSE HEATER	33.99	02	E-PAYMNT 1309340 2/20/24 02-02-5021	LIQ	1
	48			PACKOUT INTLK ORGANIZE	49.99	02	E-PAYMNT 1309340 2/20/24 02-02-5020	LIQ	1
	49			CORD HANDSET	6.59	02	E-PAYMNT 1309340 2/20/24 02-02-5020	LIQ	1
	50			AWP 15 IN TOOL TOTE	34.99	02	E-PAYMNT 1309340 2/20/24 02-02-5020	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	51			STUB RTCH WNCH	54.99	02	02-02-5020	LIQ	1
	52			STUB RTCH WNCH	54.99	02	E-PAYMNT 1309340 2/20/24 02-02-5020	LIQ	1
	53			STRAIGHT JW PLIER SET	26.99	02	E-PAYMNT 1309340 2/20/24 02-02-5020	LIQ	1
	54			ACE WATER	5.99	02	E-PAYMNT 1309340 2/20/24 02-02-5020	LIQ	1
	55			SOCKET OUTDOOR VNYL	6.59	02	E-PAYMNT 1309340 2/20/24 02-04-5020	LIQ	1
	56			BKR SQ D QO	18.99	02	E-PAYMNT 1309340 2/20/24 02-04-5020	LIQ	1
				INVOICE TOTAL	1,332.34		E-PAYMNT 1309340 2/20/24		
				VENDOR TOTAL	1,332.34				
				3159 CARD SERVICES					
JANUARY STATEMENT1	1	2/20/24	2/01/24	NUT	10.40	01	01-15-5409	LIQ	1
	2			STRAP	107.59	01	E-PAYMNT 1309341 2/20/24 01-15-5409	LIQ	1
	3			BOLT	4.70	01	E-PAYMNT 1309341 2/20/24 01-15-5409	LIQ	1
	4			JACK	59.87	01	E-PAYMNT 1309341 2/20/24 01-10-5020	LIQ	1
	5			OIL FILTER	11.55	01	E-PAYMNT 1309341 2/20/24 01-15-5409	LIQ	1
				INVOICE TOTAL	194.11		E-PAYMNT 1309341 2/20/24		
				VENDOR TOTAL	194.11				
				3314 VYVE BROADBAND					
FEBRUARY	1	2/20/24	2/01/24	INTERNET AT MUSEUM	69.95	01	01-25-5015	LIQ	1
	2			INTERNET AT AIRPORT	40.34	01	E-PAYMNT 1309343 2/20/24 01-16-5015	LIQ	1
				INVOICE TOTAL	110.29		E-PAYMNT 1309343 2/20/24		
				VENDOR TOTAL	110.29				
				CENTRAL NATIONAL BANK TOTAL	237,365.75				
				TOTAL MANUAL CHECKS	.00				
				TOTAL E-PAYMENTS	30,184.66				
				TOTAL PURCH CARDS	.00				
				TOTAL ACH PAYMENTS	.00				
				TOTAL OPEN PAYMENTS	207,181.09				
				GRAND TOTALS	237,365.75				

City of Marion
Verification of GL/BK Balancing
January 2024

Balance Sheet (Cash)	2,863,438.18
Outstanding Transaction Register	28,883.70
	2,834,554.48

Certificate of Deposit	-
Checking Account (CNB)	2,833,514.98
Checking Account (MNB)	347.30
Grant Account (CNB)	92.60
Grant Account (MNB)	599.60
Bank Statement Totals	2,834,554.48

See notes below if differ
- difference

Prepared By: _____

Reviewed By: _____



2024 Call for Projects Concept Paper

The Bipartisan Infrastructure Law (BIL) continues the Transportation Alternatives (TA) program beginning Federal Fiscal Year 2022 with greater investments in active transportation infrastructure and planning. For more information, please visit the Federal Highway Administration (FHWA) Transportation Alternatives [webpage](#). For information on updates related to BIL, see the FHWA BIL-TA [fact sheet](#). For more information on the KDOT TA Program, click [here](#).

The Kansas TA program provides funding for surface transportation projects and programs defined as transportation alternatives, such as:

- On- and off-road pedestrian and bicycle facilities
- Infrastructure projects for improving non-driver access to public transportation and enhanced mobility
- Community improvement activities and environmental mitigation
- Safe Routes to School projects
- Projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

Once you have collected all of the responses to the questions below, please go to the [on-line Concept Application](#) to submit.

ELIGIBLE APPLICANT

- Municipality
- Small MPO
- County
- Tribal Government
- State Agency
- Federal Agency
- Non-Profit
- School or School District
- Other _____

What county is the project located in?

Primary Project Sponsor:

- Name of Organization: _____
- Mailing Address: _____
- City: _____

Primary Contact Person:

(should be an elected official, an employee or a representative of the primary project sponsor)

- Name: _____
 - Title: _____
 - Mailing Address: _____
 - Direct Phone Number: _____
 - Email: _____
-

Secondary Contact Person:

(should be an elected official, an employee or a representative)

- Name: _____
- Title: _____
- Address: _____
- Phone: _____
- Email: _____

If you are not listed as the Primary Sponsor but would like a copy of the completed application, please choose yes.

- Yes
- No

Please provide your contact information:

- Name: _____
- Title: _____
- Organization: _____
- Phone: _____
- Email: _____

Is there a Co-Sponsor for this project?

- Yes
- No

Co-sponsor (If applicable):

- Name of Organization: _____
- Mailing Address: _____
- Website (if available) _____

Contact Person for Co-Sponsor

- Name: _____
- Title: _____
- Address: _____
- Phone: _____
- Email: _____

Project Category

- Pedestrian & Bicyclist/Non-Motorized Transportation, e.g. sidewalks or paths, multi-use trails, bike lanes, etc.
- Historic Transportation Activities, e.g. preservation or rehabilitation of historic transportation facilities
- Scenic & Environmental, e.g., streetscaping, turn-outs/overlooks, roadway related stormwater management, etc.
- Safe Routes to School (SRTS) - construction of routes identified on an approved SRTS Master Plan. For non-construction activities, see [SRTS Non-Construction Application](#)

Select and Describe the Countermeasures that Apply to Proposed Project

- Speed Management, e.g., reduction in lanes, bulb-outs, refuge island, landscaping, etc. Describe:
- Traffic control countermeasures mid-block and/or at intersections, e.g., ped/bike signals, turn restrictions, high visibility crosswalks, RRFBs, etc. Describe:
- On-street facilities that separate cyclists from motor vehicles. Describe:
- Side paths parallel to primary corridors, e.g., along railroad, freeways, etc. Describe:
- Not applicable or Unsure

Select All that Apply to the Proposed Project:

- Included in a local bicycle and/or pedestrian plan, SRTS, or other transportation, land use and/or economic planning document. Provide web address for plan:
- Provides new or improves access to major destinations, e.g. worksites, school, shopping, transit, etc. Describe:
- Overcomes a major barrier such as a highway or river. Describe:
- Addresses transportation equity. Describe:
- None of the above

Project Title: _____

Project scope and description - describe the project's basic design features and include an assessment of the current condition of all transportation facilities relating to the project:

What design guidance was used to determine your project scope?

- AASHTO Guide for the Development of Bicycle Facilities
- AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities
- FHWA Safe Transportation for Every Pedestrian (STEP)
- Small Town and Rural Multimodal Networks
- Other: _____
- Not Applicable

Significance and need - describe the project's regional significance, transportation needs, impacts to the state highway or local road systems, and why TA Program funds are needed:

Benefits of the project - describe the nature of the transportation problem at this location and the benefits that would result from the project (e.g., safety improvements, multi-modal enhancements, beautification, etc.):

Project Location / Address- please be as specific as possible:

Attach Location Map

Upload any sketches or designs completed on the proposed project (optional).

Attach photos of your project demonstrating need
(if applicable)

Project Cost Estimates

Note: The TA Program is a Construction, Construction Engineering (CE), and Preliminary Engineering (PE)/Design Reimbursement Grant. Only costs for construction, CE, and PE are participating expenses and community matches are based off the amount of contribution to construction, CE, and PE. A minimum 20% non-federal cash match is required* unless exempt, e.g., Highway Safety Improvement Program (HSIP), Recreation Trail Program (RTP), Community Development Block Grant (CDBG), etc.

*Project may be eligible for up to 20% match support based on safety and equity criteria

Please ensure that all estimates are based on prices within the last six months to ensure accurate project amounts.

If accurate cost estimates are not available by the time concept forms are due, provide the best estimate possible.

	Total Cost Estimate
CONSTRUCTION	
CONSTRUCTION ENGINEERING (CE)	
PRELIMINARY ENGINEERING (PE)/DESIGN	

Please include the other costs associated with this project:

This information does **not** apply to the community match but helps KDOT gauge the status of the project.

	Total Cost Estimate
Right of Way Acquisition (ROW)	
Utility Adjustments (Utilities)	
Other	

End of Concept Paper. For additional questions, contact: jenny.kramer@ks.gov.

Project Concepts must be submitted [on-line](#) by March 1, 2024.

Once received, concepts will be reviewed, and applicant(s) contacted if there are questions or if feedback is to be provided. If the project concept and applicant is eligible, a link to the full application will be sent by March 31st. Full applications will be due May 17, 2024.

ORDINANCE NO. 1508

AN ORDINANCE OF THE CITY OF MARION, KANSAS, SETTING OUT THE DAY, TIME AND PLACE FOR THE REGULAR MEETING OF THE GOVERNING BODY AND REPEALING ORDINANCE NO. 1285 OF THE CITY OF MARION

WHEREAS, on February 20th, 2024, the Governing Body of the City of Marion, Kansas did then and there, by vote of the Council, find it advisable to change the time and dates of the regular meeting from every other Monday at 4:30 to the first and third Monday of every month at 5:00 p.m.

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

Section 1. Pursuant to K.S.A. 14-111, the regular meeting of the Governing Body of the City of Marion, Kansas shall be held the first and third Monday of each month beginning March 4th, 2024; this meeting shall begin promptly at 5:00 P.M.; and shall be held in the Community Center – Lower Level, located at 203 N. 3rd., Marion Kansas.

Section 2. This meeting time and date shall remain the regular meeting time and dates for the Governing Body until this ordinance is changed or repealed.

Section 3. This meeting time and date change may be occasionally altered to accommodate holidays or other events that conflict with it, however, any alteration of the regular meeting shall be made only upon vote of the Governing Body. In this event, officials of the City shall post the time, date, and place of the meeting at the City Building located at 208 E. Santa Fe, Marion, Kansas and communicate the same information to the local press agencies and any citizens or patrons who have requested in writing to be specifically notified.

Section 4. The Mayor of the City may call special meetings not in conformity with the regular meeting schedule. In this event, officials of the City shall post the time and place of the meeting at the City Building located at 208 E. Santa Fe, Marion, and communicate the same information to the local press agencies and any citizens or patrons who have requested in writing to be specifically notified.

Section 5. This ordinance shall become effective from and after its passage, approval and publication one time in the Marion County Record, the official newspaper of the City.

PASSED AND APPROVED by the Governing Body of the City of Marion, Kansas, this 20th day of February, 2024.

Michael F. Powers, Mayor

ATTEST:

Janet Robinson, City Clerk

CITY OF MARION, KANSAS FLOODPLAIN MANAGEMENT
PUBLIC HEARING NOTICE
OFFICIAL NOTICE

TO WHOM IT MAY CONCERN AND TO ALL INTERESTED PARTIES:

Notice is hereby given that on Monday, April 1st, 2024 at 5:00 p.m. in the Community Center – Lower Level at 203 N. 3rd Street, Marion, Kansas, the City of Marion Floodplain Management will hold a public meeting to consider:

- (1) Revisions to Floodplain Regulations in Ordinance 1509

For more details or to see flood maps in advance of the meeting, call City of Marion Floodplain Manager at (620) 382-3703.

IF YOU REQUIRE SPECIAL ACCOMMODATION (I.E. QUALIFIED INTERPRETER, HEARING ASSISTANCE, ETC.) IN ORDER TO PARTICIPATE IN THIS MEETING, PLEASE NOTIFY THE CITY OF MARION CLERK (620) 382-3703 NO LATER THAN 48 HOURS PRIOR TO THE SCHEDULED COMMENCEMENT OF THE MEETING

Certified this 20th, February, 2024
Tim Makovec, City of Marion Floodplain Manager

NOTE TO THE MARION RECORD PUBLISHER: PLEASE PUBLISH THIS NOTICE ON WEDNESDAY, FEBRUARY 28TH, 2024. One copy of proof sent to Marion Zoning office. THANK YOU.

Topeka Field Office
1131 SW Winding Rd, Suite 400
Topeka, KS 66615



Phone: 785-296-5733
www.agriculture.ks.gov

Mike Beam, Secretary

Laura Kelly, Governor

January 31, 2024

Tim Makovec
208 E. Santa Fe St.
Marion, Ks 66861

Subject: Floodplain Management Ordinance for Marion, Kansas

Dear Mr. Makovec,

The floodplain management regulations submitted for Marion, Kansas were received for review on January 31, 2024. The Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, acting under terms of K.S.A. 12-766, and the administrative regulations adopted pursuant thereto (K.A.R. 5-44-1 through 7) approved your regulations on January 31, 2024. An approved draft copy of the regulations is returned for action by the governing body.

When the governing body has officially adopted the regulations, please send a signed copy of the adopted document to me. I will send the documentation to FEMA for you. Please call me at (785)-296-0854 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Cheyenne Sun Eagle".

Cheyenne Sun Eagle
NFIP Specialist

Enclosures:
Approved Draft Document

FLOODPLAIN MANAGEMENT ORDINANCE
Pursuant to 44 CFR § 60.3 (d) - Regulatory Floodway Identified,
K.S.A. 12-766, and K.A.R. 5-44-1 through 5-44-7

ORDINANCE No. 1509

ARTICLE 1 STATUTORY AUTHORIZATION, FINDINGS OF FACT, AND PURPOSES

SECTION A. STATUTORY AUTHORIZATION

1. *Approval of Draft Ordinance by Kansas Chief Engineer Prior to Adoption*

The following floodplain management regulations, as written, were approved in draft form by the Chief Engineer of the Division of Water Resources of the Kansas Department of Agriculture on January 31, 2024.

2. *Kansas Statutory Authorization*

The Legislature of the State of Kansas has in K.S.A. 12-741 *et seq.*, and specifically in K.S.A. 12-766, delegated the responsibility to local governmental units to adopt floodplain management regulations designed to protect the health, safety, and general welfare of the public. Therefore, the Marion City Council of the City of Marion, Kansas, ordains as follows:

SECTION B. FINDINGS OF FACT

1. *Flood Losses Resulting from Periodic Inundation*

The special flood hazard areas of The City of Marion, Kansas, are subject to inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base; all of which adversely affect the public health, safety and general welfare.

2. *General Causes of the Flood Losses*

These flood losses are caused by (1) the cumulative effect of development in any delineated floodplain causing increases in flood heights and velocities; and (2) the occupancy of flood hazard areas by uses vulnerable to floods, hazardous to others, inadequately elevated, or otherwise unprotected from flood damages.

3. *Methods Used To Analyze Flood Hazards*

The Flood Insurance Study (FIS) that is the basis of this ordinance uses a standard engineering method of analyzing flood hazards, which consist of a series of interrelated steps.

- a. Selection of a base flood that is based upon engineering calculations, which permit a consideration of such flood factors as its expected frequency of occurrence, the area inundated, and the depth of inundation. The base flood selected for this ordinance is representative of large floods, which are characteristic of what can be expected to occur on the particular streams subject to this ordinance. The base flood is the flood that is estimated to have a one percent chance of being equaled or exceeded in any one year as delineated on the Federal Insurance Administrator's FIS, and illustrative materials dated July 17th, 2024 as amended, and any future revisions thereto.
- b. Calculation of water surface profiles that are based on a standard hydraulic engineering analysis of the capacity of the stream channel and overbank areas to convey the regulatory flood.
- c. Computation of a floodway required to convey this flood without increasing flood heights more than one (1) foot at any point.
- d. Delineation of floodway encroachment lines within which no development is permitted that would cause any increase in flood height.
- e. Delineation of flood fringe, i.e., that area outside the floodway encroachment lines, but still subject to inundation by the base flood.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare of the public; to minimize those losses described in Article 1, Section B(1); to establish or maintain the community's eligibility for participation in the National Flood Insurance Program (NFIP) as defined in 44 Code of Federal Regulations (CFR) § 59.22(a)(3); and to meet the requirements of 44 CFR § 60.3(d) and K.A.R. 5-44-4 by applying the provisions of this ordinance to:

1. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities;
2. Require uses vulnerable to floods, including public facilities that serve such uses, be provided with flood protection at the time of initial construction; and
3. Protect individuals from buying lands that are unsuited for the intended development purposes due to the flood hazard.

ARTICLE 2 GENERAL PROVISIONS

SECTION A. LANDS TO WHICH ORDINANCE APPLIES

This ordinance shall apply to all lands within the jurisdiction of the City of Marion, in the county of Marion, Kansas identified as numbered and unnumbered A Zones, AE, AO and AH Zones on the Flood Insurance Rate Map (FIRM) panels referenced on the associated FIRM Index dated July 17th, 2024 as amended, and any future revisions thereto. In all areas covered by this ordinance, no development shall be permitted except through the issuance of a floodplain development permit, granted by the Marion

City Council or its duly designated representative under such safeguards and restrictions as the Marion City Council or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community, and as specifically noted in Article 4.

SECTION B. COMPLIANCE

No development located within the special flood hazard areas of this community shall be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION C. ABROGATION AND GREATER RESTRICTIONS

It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

SECTION D. INTERPRETATION

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements, shall be liberally construed in favor of the governing body, and shall not be deemed a limitation or repeal of any other powers granted by Kansas statutes.

SECTION E. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that areas outside the floodway and flood fringe or land uses permitted within such areas will be free from flooding or flood damage. This ordinance shall not create a liability on the part of the City of Marion, Kansas, any officer or employee thereof, for any flood damages that may result from reliance on this ordinance or any administrative decision lawfully made there under.

SECTION F. SEVERABILITY

If any section; clause; provision; or portion of this ordinance is adjudged unconstitutional or invalid by a court of appropriate jurisdiction, the remainder of this ordinance shall not be affected thereby.

ARTICLE 3 ADMINISTRATION

SECTION A. FLOODPLAIN DEVELOPMENT PERMIT

A floodplain development permit shall be required for all proposed construction or other development, including the placement of manufactured or mobile homes, in the areas described in Article 2, Section A. No person, firm, corporation, or unit of government shall initiate any development or substantial-improvement or cause the same to be done without first obtaining a separate floodplain development permit for each structure or other development.

SECTION B. DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The City of Marion, Zoning Administrator is hereby appointed to administer and implement the provisions of this ordinance.

SECTION C. DUTIES AND RESPONSIBILITIES OF FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but not be limited to:

1. Review of all applications for floodplain development permits to assure that sites are reasonably safe from flooding and that the floodplain development permit requirements of this ordinance have been satisfied;
2. Review of all applications for floodplain development permits for proposed development to assure that all necessary permits have been obtained from Federal, State, or local governmental agencies from which prior approval is required by Federal, State, or local law;
3. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding;
4. Issue floodplain development permits for all approved applications;
5. Notify adjacent communities and the Division of Water Resources, Kansas Department of Agriculture, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);
6. Assure that the flood-carrying capacity is not diminished and shall be maintained within the altered or relocated portion of any watercourse; and
7. Verify and maintain a record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures;
8. Verify and maintain a record of the actual elevation (in relation to mean sea level) that the new or substantially improved non-residential structures have been floodproofed;
9. When floodproofing techniques are utilized for a particular non-residential structure, the floodplain administrator shall require certification from a registered professional engineer or architect.

SECTION D. APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT

To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every floodplain development permit application shall:

1. Describe the land on which the proposed work is to be done by lot, block and tract, house and street address, or similar description that will readily identify and specifically locate the proposed structure or work;
2. Identify and describe the work to be covered by the floodplain development permit;
3. Indicate the use or occupancy for which the proposed work is intended;
4. Indicate the assessed value of the structure and the fair market value of the improvement;
5. Specify whether development is located in designated flood fringe or floodway;
6. Identify the existing base flood elevation and the elevation of the proposed development;
7. Give such other information as reasonably may be required by the floodplain administrator;
8. Be accompanied by plans and specifications for proposed construction; and
9. Be signed by the permittee or his authorized agent who may be required to submit evidence to indicate such authority.

ARTICLE 4 PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

1. No permit for floodplain development shall be granted for new construction, substantial-improvements, and other improvements, including the placement of manufactured or mobile homes, within any numbered or unnumbered A zones, AE, AO, and AH zones, unless the conditions of this section are satisfied.
2. All areas identified as unnumbered A zones on the FIRM are subject to inundation of the one percent annual chance or 100-year flood; however, the base flood elevation is not provided. Development within unnumbered A zones is subject to all provisions of this ordinance. If Flood Insurance Study data is not available, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources.
3. Until a floodway is designated, no new construction, substantial improvements, or other development, including fill, shall be permitted within any numbered A zones, or AE zones on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
4. All new construction, subdivision proposals, substantial-improvements, prefabricated structures, placement of manufactured or mobile homes, and other developments shall require:

- a. Design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- b. Construction with materials resistant to flood damage;
- c. Utilization of methods and practices that minimize flood damages;
- d. All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- e. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination; and
- f. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that:
 - (1) All such proposals are consistent with the need to minimize flood damage;
 - (2) All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;
 - (3) Adequate drainage is provided so as to reduce exposure to flood hazards; and
 - (4) All proposals for development, including proposals for manufactured home parks and subdivisions, of greater than five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals base flood elevation data.

5. *Storage, Material, and Equipment*

- a. Storage of material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time available after a flood warning.

6. *Nonconforming Use*

A structure, or the use of a structure or premises that was lawful before the passage or amendment of the ordinance, but which is not in conformity with the provisions of this ordinance, may be continued subject to the following conditions:

- a. If such structure, use, or utility service has been or is discontinued for 6 (6) consecutive months, any future use of the building shall conform to this ordinance.

- b. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than fifty (50) percent of the pre-damaged market value of the structure. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building, safety codes, regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination.

7. *Accessory Structures*

Structures used solely for parking and limited storage purposes, not attached to any other structure on the site, of limited investment value, and not larger than 600 square feet, may be constructed at-grade and wet-floodproofed provided there is no human habitation or occupancy of the structure; the structure is of single-wall design; the accessory structure meets the following floodplain management requirements; and a floodplain development permit has been issued. Wet-floodproofing is only allowed for small low cost structures.

Any permit granted for an accessory structure shall be decided individually based on a case by case analysis of the building's unique circumstances. Permits shall meet the following conditions.

In order to minimize flood damages during the one percent annual chance flood event, also referred to as the 100-year flood and the threat to public health and safety, the following conditions shall be required for any permit issued for accessory structures that are constructed at-grade and wet-floodproofed:

- a. Use of the accessory structures must be solely for parking and limited storage purposes in any special flood hazard area as identified on the community's Flood Insurance Rate Map (FIRM).
- b. For any new or substantially damaged accessory structures, the exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the base flood elevation, must be built with flood-resistant materials in accordance with Article 4, Section A (4)(b) of this ordinance.
- c. The accessory structures must be adequately anchored to prevent flotation, collapse, or lateral movement of the structure in accordance with Article 4, Section A (4)(a) of this ordinance. All of the building's structural components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, and hydrodynamic and debris impact forces.
- d. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article 4, Section A (4)(d) of this ordinance.
- e. The accessory structures must meet all NFIP opening requirements. The NFIP requires that enclosure or foundation walls, subject to the one percent annual chance flood event, also referred to as the 100-year flood, contain openings that will permit the automatic entry and exit of flood waters in accordance with Article 4, Section B (1)(c) of this ordinance.
- f. The accessory structures must comply with the floodplain management floodway encroachment provisions of Article 4, Section E (2) of this ordinance. No permits may be issued for accessory

structures within any designated floodway, if any increase in flood levels would result during the 100-year flood.

- g. Equipment, machinery, or other contents must be protected from any flood damage.
- h. No disaster relief assistance under any program administered by any Federal agency shall be paid for any repair or restoration costs of the accessory structures.
- i. Wet-floodproofing construction techniques must be reviewed and approved by the community. The community may request approval by a registered professional engineer or architect prior to the issuance of any floodplain development permit for construction. Cost for any required professional certification to be paid by the developer.

8. *Agricultural Structures*

Structures used solely for agricultural purposes in connection with the production, harvesting, storage, drying or raising of agricultural commodities and livestock, may be constructed at-grade and wet-floodproofed provided there is no human habitation or occupancy of the structure; the structure is of single-wall design; there is no permanent retail, wholesale, or manufacturing use included in the structure; a variance has been granted from the floodplain management requirements of this ordinance; and a floodplain development permit has been issued.

SECTION B. SPECIFIC STANDARDS

- 1. In all areas identified as numbered and unnumbered A zones, AE, and AH Zones, where base flood elevation data have been provided, as set forth in Article 4, Section A(2), the following provisions are required:

- a. *Residential Construction*

New construction or substantial-improvement of any residential structures, including manufactured or mobile homes, shall have the lowest floor, including basement, elevated a minimum of one (1) foot above base flood elevation. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.

- b. *Non-Residential Construction*

New construction or substantial-improvement of any commercial, industrial, or other non-residential structures, including manufactured or mobile homes, shall have the lowest floor, including basement, elevated a minimum of one (1) foot above the base flood elevation or, together with attendant utility and sanitary facilities, be floodproofed so that below one foot above the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall verify that the standards of this subsection are satisfied. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer. Such certification shall be provided to the floodplain administrator as set forth in Article 3, Section C(7)(8)(9).

- c. *Enclosures Below Lowest Floor*
Require, for all new construction and substantial-improvements, that fully enclosed areas below lowest floor used solely for parking of vehicles, building access, or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- (1) A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided; and
- (2) The bottom of all opening shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of flood waters.

SECTION C. MANUFACTURED or MOBILE HOMES

1. All manufactured or mobile homes to be placed within all unnumbered and numbered A zones, AE, and AH zones, on the community's FIRM shall be required to be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured or mobile homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
2. Require manufactured or mobile homes that are placed or substantially improved within unnumbered or numbered A zones, AE, and AH zones, on the community's FIRM on sites:
 - a. Outside of a manufactured home park or subdivision;
 - b. In a new manufactured home park or subdivision;
 - c. In an expansion to an existing manufactured home park or subdivision; or
 - d. In an existing manufactured home park or subdivision on which a manufactured or mobile home has incurred substantial-damage as the result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated a minimum of one (1) foot above the base flood elevation and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.
3. Require that manufactured or mobile homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within all unnumbered and numbered A zones, AE and AH zones, on the community's FIRM, that are not subject to the provisions of Article 4, Section C(2) of this ordinance, be elevated so that:

- a. The lowest floor of the manufactured or mobile home is a minimum of one (1) foot above the base flood level. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.

SECTION D. AREAS OF SHALLOW FLOODING (AO and AH zones)

Located within the areas of special flood hazard as described in Article 2, Section A are areas designated as AO zones. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. The following provisions apply:

1. *AO Zones*

- a. All new construction and substantial-improvements of residential structures, including manufactured or mobile homes, shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified).
- b. All new construction and substantial-improvements of any commercial, industrial, or other non-residential structures, including manufactured or mobile homes, shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community FIRM (at least two (2) feet if no depth number is specified) or together with attendant utilities and sanitary facilities be completely floodproofed to that so that the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
- c. Adequate drainage paths shall be required around structures on slopes, in order to guide floodwaters around and away from proposed structures.

2. *AH Zones*

- a. The specific standards for all areas of special flood hazard where base flood elevation has been provided shall be required as set forth in Article 4, Section B.
- b. Adequate drainage paths shall be required around structures on slopes, in order to guide floodwaters around and away from proposed structures.

SECTION E. FLOODWAY

Located within areas of special flood hazard established in Article 2, Section A, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles, the following provisions shall apply:

1. The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood without increasing the water surface elevation of that flood more than one (1) foot at any point.
2. The community shall prohibit any encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
3. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision, fulfills the requirements for such revisions as established under the provisions of 44 CFR 65.12, and receives the approval of FEMA.
4. If Article 4, Section E(2), is satisfied, all new construction and substantial-improvements shall comply with all applicable flood hazard reduction provisions of Article 4.
5. In unnumbered A zones, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources as set forth in Article 4, Section A(2).

SECTION F. RECREATIONAL VEHICLES

Require that recreational vehicles placed on sites within all unnumbered and numbered A Zones, AE, AH, and AO Zones on the community's FIRM either:

1. Be on the site for fewer than 180 consecutive days, or
2. Be fully licensed and ready for highway use*; or
3. Meet the permitting, elevation, and anchoring requirements for manufactured homes of this ordinance.

*A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions.

ARTICLE 5 FLOODPLAIN MANAGEMENT VARIANCE PROCEDURES

SECTION A. ESTABLISHMENT OF APPEAL BOARD

The City of Marion Board of Zoning Appeals, shall act as the Appeal Board as established by the City of Marion and shall hear and decide appeals and requests for variances from the floodplain management requirements of this ordinance.

SECTION B. RESPONSIBILITY OF APPEAL BOARD

Where an application for a floodplain development permit is denied by the Floodplain Administrator, the applicant may apply for such floodplain development permit directly to the Appeal Board, as defined in Article 5, Section A.

The Appeal Board shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

SECTION C. FURTHER APPEALS

Any person aggrieved by the decision of the Appeal Board or any taxpayer may appeal such decision to the District Court as provided in K.S.A. 12-759 and 12-760.

SECTION D. FLOODPLAIN MANAGEMENT VARIANCE CRITERIA

In passing upon such applications for variances, the Appeal Board shall consider all technical data and evaluations, all relevant factors, standards specified in other sections of this ordinance, and the following criteria:

1. Danger to life and property due to flood damage;
2. Danger that materials may be swept onto other lands to the injury of others;
3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. Importance of the services provided by the proposed facility to the community;
5. Necessity to the facility of a waterfront location, where applicable;
6. Availability of alternative locations, not subject to flood damage, for the proposed use;
7. Compatibility of the proposed use with existing and anticipated development;
8. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. Safety of access to the property in times of flood for ordinary and emergency vehicles;
10. Expected heights, velocity, duration, rate of rise and sediment transport of the flood waters, if applicable, expected at the site; and,
11. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems; streets; and bridges.

SECTION E. CONDITIONS FOR APPROVING FLOODPLAIN MANAGEMENT VARIANCES

1. Generally, variances may be issued for new construction and substantial-improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood elevation, providing items two (2) through six (6) below have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
2. Variances may be issued for the reconstruction, repair, or restoration of structures listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination, provide the proposed activity will not preclude the structure's continued historic designation and the variance is the minimum necessary to preserve the historic character and design of the structure.
3. Variances shall not be issued within any designated floodway if any significant increase in flood discharge or base flood elevation would result.
4. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
5. Variances shall only be issued upon: (a) showing of good and sufficient cause, (b) determination that failure to grant the variance would result in exceptional hardship to the applicant, and (c) determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
6. A community shall notify the applicant in writing over the signature of a community official that: (a) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage and (b) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.
7. A community shall maintain a record of all variance actions, including justification for their issuance.
8. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria of items 1 through 6 of this section are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

SECTION F. CONDITIONS FOR APPROVING VARIANCES FOR AGRICULTURAL STRUCTURES

New agricultural structures should be built to standards specified under Article 4, Section B(1)(b) of this ordinance pertaining to non-residential structures unless a variance is granted to wet floodproof the structure at grade. Any variance granted for an agricultural structure shall be decided individually based on a case by case analysis of the building's unique circumstances. Variances granted shall meet the following conditions as well as those criteria and conditions set forth in Article 5, Sections D and E of

this ordinance.

In order to minimize flood damages during the 100-year flood and the threat to public health and safety, the following conditions shall be included for any variance issued for agricultural structures that are constructed at-grade and wet-floodproofed.

1. All agricultural structures considered for a variance from the floodplain management regulations of this ordinance shall demonstrate that the proposed varied structure is located in wide, expansive floodplain areas and no other alternate location outside of the special flood hazard area exists for the agricultural structure. Residential structures, such as farmhouses, cannot be considered agricultural structures.
2. Use of the proposed structures must be limited to exclusively agricultural purposes in a Zone A, AE, A1-30, AH, AO, floodplain as identified on the community's Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map (FHBM).
3. Proposed structures must not increase risks and pose a danger to public health, safety, and welfare if flooded contents are released, including but not limited to the effects of flooding on manure storage, livestock confinement operations, liquefied natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials.
4. Proposed structures have low damage potential (amount of physical damage, contents damage, and loss of function).
5. For any new or substantially damaged agricultural structures, the exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the base flood elevation, must be built with flood-resistant materials in accordance with Article 4, Section A (3)(b) of this ordinance.
6. The agricultural structures must be adequately anchored to prevent flotation, collapse, or lateral movement of the structures in accordance with Article 4, Section A (4)(a) of this ordinance. All the building's structural components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, and hydrodynamic and debris impact forces.
7. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article 4, Section A (4)(d) of this ordinance.
8. The agricultural structures must meet all National Flood Insurance Program (NFIP) opening requirements. The NFIP requires that enclosure or foundation walls, subject to the one percent annual chance flood event, also referred to as the 100-year flood, contain openings that will permit the automatic entry and exit of floodwaters in accordance with Article 4, Section B (1)(c) of this ordinance.
9. The agricultural structures must comply with the floodplain management floodway encroachment provisions of Article 4, Section E(2) of this ordinance. No variances may be issued for agricultural structures within any designated floodway, if any increase in flood levels would result during the one percent annual chance flood event, also referred to as the 100-year flood.

10. Major equipment, machinery, or other contents must be protected from any flood damage.
11. No disaster relief assistance under any program administered by any Federal agency shall be paid for any repair or restoration costs of the agricultural structures.
12. A community shall notify the applicant in writing over the signature of a community official that (1) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage and (2) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.
13. Wet-floodproofing construction techniques must be reviewed and approved by the community and a registered professional engineer or architect prior to the issuance of any floodplain development permit for construction.

Exceptions to the variance requirement for agricultural structures apply only to those that are substantially damaged by flooding and agricultural structures that are repetitive loss structures. These are allowed to be permitted to be repaired or restored to pre-damage condition, provided the following are satisfied:

1. If substantially damaged, the substantial damage determination is based only on the cost to repair damage caused by flooding to pre-damage conditions.
2. The proposed repair or restoration does not change the size of the structure and does not significantly alter the nature of the building. With the exception of costs associated with wet-floodproofing in accordance with Article 5, Section F 1 through 13, proposals that include work beyond or in addition to that necessary to repair or restore the structure to pre-damage condition must be regulated as substantial improvements.
3. The repaired or restored structure will continue to be an agricultural structure, as defined in these regulations.
4. Owners are notified, in writing, that agricultural structures approved under this section:
 - a. Will not be eligible for disaster relief under any program administered by the Federal Emergency Management Agency or any other Federal agency.
 - b. Will have National Flood Insurance Program flood insurance policies rated based on the structure's risk.
 - c. May be denied National Flood Insurance Program flood insurance policies if repairs do not include the wet floodproofing construction requirements of Article 5, Section F 1 through 13 of this ordinance.
5. Wet floodproofing construction requirements. When owners elect to wet-floodproof flood-damaged agricultural structures as part of repair or restoration to pre-damage condition, the structure shall comply with the standards of Article 5, Section F 1 through 13 of this ordinance.

ARTICLE 6 VIOLATIONS

1. The floodplain administrator may make reasonable entry upon any lands and waters in Marion, Kansas for the purpose of making an investigation, inspection or survey to verify compliance with these regulations. The floodplain administrator shall provide notice of entry by mail, electronic mail, phone call, or personal delivery to the owner, owner's agent, lessee, or lessee's agent whose lands will be entered. If none of these persons can be found, the floodplain administrator shall affix a copy of the notice to one or more conspicuous places on the property a minimum of five (5) days prior to entry.
2. A structure or other development without a floodplain development permit or other evidence of compliance is presumed to be in violation until such documentation is provided.
3. The floodplain administrator shall provide written notice of a violation of this ordinance to the owner, the owner's agent, lessee, or lessee's agent by personal service or by certified mail, return receipt requested. The written notice shall include instructions and a deadline to request a hearing before the appeals board, and if no hearing is requested, a deadline by which the violation must be corrected.
4. Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with granting of variances) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 [Not to exceed \$500], and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues, shall be considered a separate offense. Nothing herein contained shall prevent the City of Marion, Kansas or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.
5. Notwithstanding any criminal prosecutions or in lieu of any criminal prosecutions, if the owner, occupant or agent in charge of the property has neither alleviated the conditions causing the alleged violation nor requested a hearing within the period specified, the public officer or an authorized assistant shall abate or remove the conditions causing the violation.
6. If the public officer or an authorized assistant abates or removes the nuisance pursuant to this section, notice shall be provided to the owner, the owner's agent, lessee, or lessee's agent by certified mail, return receipt requested, of the total cost of the abatement or removal incurred. The notice shall also state that the payment is due within 30 days following receipt of the notice. The cost of providing notice, including any postage, required by this section may also be recovered.
7. The notice shall also state that if the cost of the removal or abatement is not paid within the 30-day period, the cost of the abatement or removal shall be collected in the manner provided by K.S.A. 12-1,115, and amendments thereto, or shall be assessed as special assessments and charged against the lot or parcel of land on which the nuisance was located and the city clerk, at the time of certifying other city taxes, shall certify the unpaid portion of the costs and the county clerk shall extend the same on the tax rolls of the county against such lot or parcel of land and it shall be collected by the county treasurer and paid to the city as other city taxes are collected and paid. The city may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1,115, and amendments thereto, but only until the full cost and applicable interest has been paid in full. (K.S.A. 12-1617f).

ARTICLE 7 AMENDMENTS

The regulations, restrictions, and boundaries set forth in this ordinance may from time to time be amended, supplemented, changed, or appealed to reflect any and all changes in the National Flood Disaster Protection Act of 1973, provided, however, that no such action may be taken until after a public hearing in relation thereto, at which parties of interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of Marion, Kansas. At least twenty (20) days shall elapse between the date of this publication and the public hearing. A copy of such amendments will be provided to the FEMA Region VII office. The regulations of this ordinance are in compliance with the NFIP regulations.

ARTICLE 8 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the same meaning they have in common usage and to give this ordinance its most reasonable application.

"100-year Flood" *see "base flood."*

"Accessory Structure" means the same as *"appurtenant structure."*

"Actuarial Rates" *see "risk premium rates."*

"Administrator" means the Federal Insurance Administrator.

"Agency" means the Federal Emergency Management Agency (FEMA).

"Agricultural Commodities" means agricultural products and livestock.

"Agricultural Structure" means any structure used exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities and livestock.

"Appeal" means a request for review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

"Appurtenant Structure" means a structure that is on the same parcel of property as the principle structure to be insured and the use of which is incidental to the use of the principal structure.

"Area of Shallow Flooding" means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of Special Flood Hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. Also referred to as Special Flood Hazard Area (SFHA).

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Base Flood Elevation" means the elevation of the surface of the water during a one percent annual chance flood event.

"Basement" means any area of the structure having its floor subgrade (below ground level) on all sides.

"Building" see *"structure."*

"Chief Engineer" means the chief engineer of the division of water resources, Kansas Department Of Agriculture.

"Chief Executive Officer" or "Chief Elected Official" means the official of the community who is charged with the authority to implement and administer laws, ordinances, and regulations for that community.

"Community" means any State or area or political subdivision thereof, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

"Elevated Building" means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

"Eligible Community" or "Participating Community" means a community for which the Administrator has authorized the sale of flood insurance under the National Flood Insurance Program (NFIP).

"Existing Construction" means for the purposes of determining rates, structures for which the *"start of construction"* commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. *"Existing construction"* may also be referred to as *"existing structures."*

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "Flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from: (1) the overflow of inland waters; (2) the unusual and rapid accumulation

or runoff of surface waters from any source; and (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood, or by some similarly unusual and unforeseeable event which results in flooding as defined above in item (1).

"Flood Boundary and Floodway Map (FBFM)" means an official map of a community on which the Administrator has delineated both special flood hazard areas and the designated regulatory floodway.

"Flood Elevation Determination" means a determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards.

"Flood Fringe" means the area outside the floodway encroachment lines, but still subject to inundation by the regulatory flood.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by the Administrator, where the boundaries of the flood areas having special flood hazards have been designated as (unnumbered or numbered) A zones.

"Flood Hazard Map" means the document adopted by the governing body showing the limits of: (1) the floodplain; (2) the floodway; (3) streets; (4) stream channel; and (5) other geographic features.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

"Flood Insurance Study (FIS)" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

"Floodplain" or "Flood-prone Area" means any land area susceptible to being inundated by water from any source (*see "flooding"*).

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

"Floodplain Management Regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain and grading ordinances) and other applications of police power. The term describes such state or local regulations, in any combination thereof, that provide standards for the purpose of flood damage prevention and reduction.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, or structures and their contents.

"Floodway" or "Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"Floodway Encroachment Lines" means the lines marking the limits of floodways on Federal, State and local floodplain maps.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. *"Freeboard"* tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

"Functionally Dependent Use" means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities and facilities that are necessary for the loading and unloading of cargo or passengers, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic Structure" means any structure that is (a) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (1) by an approved state program as determined by the Secretary of the Interior or (2) directly by the Secretary of the Interior in states without approved programs.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, **provided** that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of this ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term *"manufactured home"* does include mobile homes manufactured prior to 1976 but **does not include** a *"recreational vehicle."*

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM), Flood Insurance Rate Map (FIRM), or the Flood Boundary and Floodway Map (FBFM) for a community issued by the Federal Emergency Management Agency (FEMA).

"Market Value" or "Fair Market Value" means an estimate of what is fair, economic, just and equitable value under normal local market conditions.

"Mean Sea Level" means, for purposes of the National Flood Insurance Program (NFIP), the National American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

"New Construction" means, for the purposes of determining insurance rates, structures for which the *"start of construction"* commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, *"new construction"* means structures for which the *"start of construction"* commenced on or after the effective date of the floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the community.

"(NFIP)" means the National Flood Insurance Program (NFIP).

"Numbered A Zone" means a special flood hazard area where the Flood Insurance Rate Map shows the Base Flood Elevation.

"One percent annual chance flood" see *"base flood."*

"Participating Community" also known as an *"eligible community,"* means a community in which the Administrator has authorized the sale of flood insurance.

"Permit" means a signed document from a designated community official authorizing development in a floodplain, including all necessary supporting documentation such as: (1) the site plan; (2) an elevation certificate; and (3) any other necessary or applicable approvals or authorizations from local, state or federal authorities.

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including Federal, State, and local governments and agencies.

"Principally Above Ground" means that at least 51 percent of the actual cash value of the structure, less land value, is above ground.

"Reasonably Safe From Flooding" means base flood waters will not inundate the land or damage structures to be removed from the SFHA and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

"Recreational Vehicle" means a vehicle which is (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projections; (c) designed to be self-propelled or permanently able to be towed by a light-duty truck; and (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Remedy A Violation" means to bring the structure or other development into compliance with Federal, State, or local floodplain management regulations; or, if this is not possible, to reduce the impacts of its noncompliance.

"Risk Premium Rates" means those rates established by the Administrator pursuant to individual community studies and investigations, which are undertaken to provide flood insurance in accordance with Section 1307 of the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. *"Risk premium rates"* include provisions for operating costs and allowances.

"Special Flood Hazard Area" *see "area of special flood hazard."*

"Special Hazard Area" means an area having special flood hazards and shown on an FHBM, FIRM or FBFM as zones (unnumbered or numbered) A, AO, AE, or AH.

"Start of Construction" includes substantial-improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvements were within 180 days of the permit date. The *actual start* means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, the installation of streets and/or walkways, excavation for a basement, footings, piers, foundations, the erection of temporary forms, nor installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial-improvement, the *actual start of construction* means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State Coordinating Agency" means the Division of Water Resources, Kansas Department of Agriculture, or other office designated by the governor of the state or by state statute at the request of the Administrator to assist in the implementation of the National Flood Insurance Program (NFIP) in that state.

"Structure" means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. *"Structure"* for insurance purposes, means a walled and roofed building, other than a gas or liquid storage tank that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

"Substantial-Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial-Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before *"start of construction"* of the improvement. This term includes structures, which have incurred

"*substantial-damage*," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "*historic structure*," provided that the alteration will not preclude the structure's continued designation as a "*historic structure*."

"**Unnumbered A Zone**" means a special flood hazard area shown on either a flood hazard boundary map or flood insurance rate map where the base flood elevation is not shown on the FIRM. Commonly referred to as Zone A in Kansas meaning a non-detailed study.

"**Variance**" means a grant of relief by the community from the terms of a floodplain management regulation. Flood insurance requirements remain in place for any varied use or structure and cannot be varied by the community.

"**Violation**" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this ordinance is presumed to be in violation until such time as that documentation is provided.

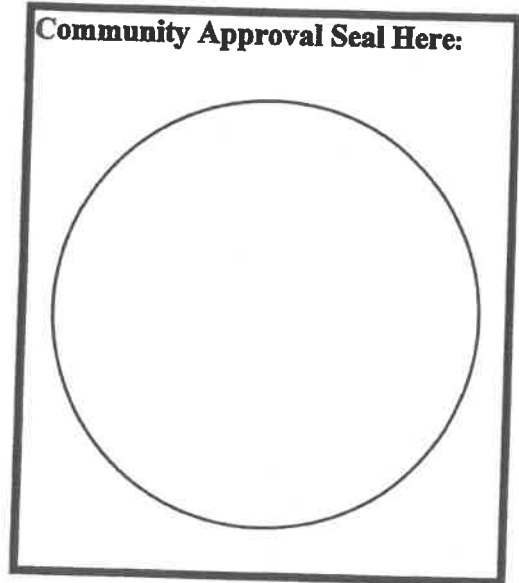
"**Water Surface Elevation**" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum where specified) of floods of various magnitudes and frequencies in the floodplains of riverine areas.

ARTICLE 9 CERTIFICATE OF ADOPTION

This Floodplain Management Ordinance for the community of Marion, Kansas.

PASSED AND ADOPTED by the Governing Body of Marion, Kansas.

This _____ day of _____, 2024.



APPROVED:

Signature of Chief Executive Officer/Chief Elected Official Date

Chief Executive Officer/Chief Elected Official Name (Typed/printed) Title

ATTEST:

Signature of Recording Clerk Date

Recording Clerk Name (Typed/printed) Title

Published in official news publication *or* on website _____.



LOYD GROUP, LLC

520 S. Main Street
P.O. Box 7
Galva, KS 67443

www.loyd-group.com

January 15, 2024

Honorable Mayor and City Council
City of Marion
Marion, KS

You have requested that we prepare the financial projection of the City of Marion, which comprise the projected budgeted cash receipts and expenditures for the year ended December 31, 2025 prepared under the regulatory basis of accounting in the prescribed format required by the State of Kansas, and the related summaries of significant assumptions, and accounting policies (projection). We are pleased to confirm our acceptance and our understanding of this engagement to prepare the financial projection of City of Marion by means of this letter.

A financial projection presents, to the best of management's knowledge and belief, City of Marion's expected financial position, results of operations, and cash flows for the projection period assuming that all budgeted resources are received and expended as projected. It is based on management's assumptions reflecting conditions it expects would exist and the course of action it expects would be taken during the projection period assuming that all budgeted resources are received and expended as projected. The projection is designed to comply with the State of Kansas' budgeting laws and for computing the necessary tax levy to be levied by the County that the City of Marion resides in and might not be useful for other purposes.

Our Responsibilities

The objective of our engagement is to prepare a financial projection in accordance with guidelines for the presentation of a projection established by the American Institute of Certified Public Accountants (AICPA) based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial projection.

Our engagement cannot be relied upon to identify or disclose any misstatements in the financial projection, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the projection in accordance with the guidelines for the presentation of a financial forecast established by the AICPA. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial projection in accordance with SSARSs:

- a. The selection of the accounting principles to be applied in the preparation of the financial projection.

D. Scot Loyd, CPA, CGFM, CFE, CGMA, CNC

"Creating Maneuverability in Government"

- b. The design, implementation, and maintenance of internal control relevant to the preparation and presentation of the financial projection that is free from material misstatement, whether due to fraud or error, and the development of assumptions that reflect your plans and expectations regarding the projection period assuming that all budgeted resources are received and expended as projected.
- c. The prevention and detection of fraud.
- d. To ensure that the entity complies with the laws and regulations applicable to its activities.
- e. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare the financial projection.
- f. To provide us with:
 - i. Documentation and other related information that is relevant to the preparation and presentation of the financial projection;
 - ii. Additional information that may be requested for the purpose of the preparation of the financial projection; and
 - iii. Unrestricted access to persons within City of Marion of whom we determine necessary to communicate.

The financial projection will not be accompanied by a report. However, you agree that the financial projection will clearly indicate that no assurance is provided on it.

Other Relevant Information

With regard to the electronic dissemination of financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

D. Scot Loyd is the engagement partner and is responsible for supervising the engagement.

We estimate that our fees for these services will be \$2,500. You will also be billed for out-of-pocket costs such as word processing, postage, travel, etc. Additional expenses will incur if an amended budget is necessary. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

It is mutually agreed that should unusual conditions arise whereby the accountants' services are necessary beyond the extent of the work heretofore contemplated and required, such unusual conditions shall be brought to the attention of the governing body, to enable them to determine whether the accountants shall be authorized and delegated to make a detailed investigation of the matters in question. This authorization process would also include a determination of whether this work could be completed under the AICPA's Nonattest Services Interpretation (ET 1.295). This determination would be reviewed by Loyd Group, LLC's management before presenting this additional work to the governing body for consideration.

It is our understanding that your intent in engaging our professional services is that the services provided to you under this agreement is for the internal use of management, and the City. Moreover, as of the time of this engagement, we have not been notified, in writing or otherwise, that the professional accounting services rendered under this agreement will be made available to any other person, firm or corporation for any purpose not specified hereinabove.

Consequently, no other person, firm or corporation is entitled to rely upon these professional services for any purpose without our express, written agreement; and is not entitled to rely upon these services except in connection with the reasons and for the time period referenced above without our express written agreement.

This engagement embodies the entire agreement and understanding between the parties hereto and there are no promises, warranties, covenants or conditions made by any of the parties except as herein expressly contained. The

terms and conditions of this engagement shall be governed and construed in accordance with the laws of the State of Kansas and may only be modified in a writing signed by all the parties. Jurisdiction and venue of any dispute or cause of action arising out of or related to the subject matter of this agreement shall lie in the State of Kansas and any litigation arising out of or related to the professional services rendered thereunder shall be brought in the State of Kansas.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully,

Loyd Group, LLC
Loyd Group, LLC

D. Scot Loyd, CPA, CGFM, CFE, CGMA, CNC
By D. Scot Loyd, CPA, CGFM, CFE, CGMA, CNC

RESPONSE:

This letter correctly sets forth our understanding.

City of Marion

Mayor

Date



February 20, 2024 City Council Meeting

**Neighborhood Services Director Report
January 1, 2024 to February 14, 2024
James Masters**

There were 5 complaint with 43 inspections

Wrote 3 City Code violations

**Currently there are 3 City Code violations being prosecuted in
Municipal Court.**

- 1. Abatements that will be done soon ordered by the Municipal
Court Judge**
 - a. 408 S Coble St**

Building permits

- 1. Issued 13 permits with 23 inspections**
- 2. Issued 2 building permit with 6 inspections**
- 3. Issued 4 electrical permit with 9 inspections**
- 4. Issued 6 plumbing permits with 7 inspections**
- 5. Issued 1 sign permit with 1 inspection**

**Currently working on getting new code books to update the ICC
codes for Marion.**

**In the near future I will be presenting 5 dangerous structures for
resolutions to demolish, repair, or remove.**

EMPLOYMENT AGREEMENT

This Agreement is entered into this 14th day of February, 2024, by and between the CITY OF MARION, KANSAS (the "City") and MARK MCANARNEY ("McAnarney").

Recitals

- A. The City is currently in a transition period between the employment of city administrators.
- B. McAnarney is an experienced city management professional interested and available to provide services to the City on a part-time and temporary basis.
- C. The City desires to employ McAnarney as interim city administrator and related consulting services during an interim period until a new city administrator is appointed.

THE PARTIES, therefore, agree as follows:

Section 1. Duties

- a. McAnarney agrees to provide interim city administration services, organizational development, project management, and other related assistance to the City, and to perform such other duties and functions as the City Council shall from time to time direct.
- b. The City agrees to authorize and direct McAnarney to act as Interim City Administrator for the City of Marion and to perform city administrator functions and duties in accordance with the Marion City Code, applicable Kansas statutes, and other city policies.

Section 2. Work Schedule

- a. In consultation with the City, McAnarney shall determine an appropriate schedule for his work in Marion. For general planning purposes, McAnarney shall provide in advance to the Mayor, City Council, and City Clerk an anticipated calendar for the following two (2) work weeks.
- b. The City and McAnarney anticipate a work calendar varying between twelve (12) and twenty (20) days per month, subject to the needs of the City.

- c. McAnarney shall attend all regular meetings and work sessions of the Marion City Commission and shall make responsible efforts to attend special meetings and activities as requested by the City.
- d. Regular work and duties under this agreement shall be performed in Marion, but occasional meeting attendance and other City business may be necessary at other locations.

Section 3. Compensation

The City agrees to pay McAnarney the sum of \$488.00 per day (\$244.00 per half day) for days actually worked in Marion performing services under this Agreement plus \$50.00 per hour for actual remote work performing services under this agreement. Work days of five (5) hours or less shall be considered ½ days. McAnarney will be responsible for paying all costs of his meals and other personal expenses including lodging expenses while McAnarney is on site. On or about the first day of each month, McAnarney shall provide a statement to the City for days worked. The City shall process the billing for payment at its next regular bill payment date. McAnarney shall be responsible for any and all federal and state taxes on his compensation.

Section 4. Transportation Expenses

The City agrees to reimburse McAnarney for business related travel under this Agreement, inside and outside Marion, using the current IRS mileage rate. Billing shall be monthly, in conjunction with the regular contract compensation statement.

Section 5. Indemnification

The City shall defend, save harmless and indemnify McAnarney against any tort, professional liability claim, demand or other legal action arising out of an alleged act or omission in the conduct of City business or otherwise resulting from the exercise of judgment or discretion in connection with the performance of duties or providing services to the City in accordance with this Agreement unless the act or omission involved willful or wanton misconduct. The City does not commit to more than what EMC will cover.

Section 6. Term

This Agreement shall commence on the date of execution and remain in effect until unless modified by mutual consent of the parties or terminated as hereinafter provided.

Section 7. Termination of Agreement

This Agreement may be terminated by the City for any reason and at any time, by verbal or written notice to McAnarney of the City's intent to terminate. In the event McAnarney is unable or unwilling to continue the performance of services under this Agreement, he shall provide as much notice as practical to the City of his intent to terminate the Agreement prior to its ending date.

Section 8. Governing Law

This agreement shall be subject to and governed by the laws of the State of Kansas. Any legal action arising out of or regarding this agreement, including any action to interpret this agreement, shall be brought and filed only in the District Court of Marion County, Kansas at Marion, Kansas.


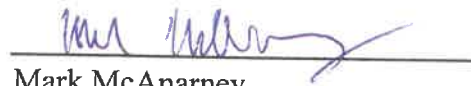
Executed the day and year first above written.

CITY OF MARION, KANSAS



Michael F. Powers, Mayor

ATTEST:


Janet Robinson, City Clerk
Mark McAnarney