

AGENDA
REGULAR MEETING
September 25, 2023
7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

- | | | |
|---------------------------------|--------------------------------------|-------------|
| 1. APPROVAL OF MINUTES – | Regular Meeting: August 11, 2023. | Pages 02-06 |
| | Special Meeting: September 14, 2023. | Page 07 |
| | Special Meeting: September 19, 2023. | Page 08 |

2. PUBLIC COMMENTS

Comments in this portion of the meeting will be held to a maximum of five (5) minutes. Scheduled requests shall be allotted fifteen (15) minutes. Requests to address the council or to be on the agenda must be given to the city clerk no later than noon (12:00) on the Wednesday preceding a scheduled council meeting (council meetings are scheduled for the second and fourth Monday of every month). Prior to making comments, please state the following: First & Last Name, Your Address and Ward.

3. BUSINESS AND DISCUSSION ITEMS

- | | |
|--|-------------|
| 1. Interim City Administrator - Discussion | |
| 2. Economic Development 708 Calhoun | Page 09 |
| 3. Marysville Chamber/Main Street Contract | Pages 10-13 |

4. NOTICES AND HEARINGS

- | | |
|---|-------------|
| 1. Condemnation Hearing - 708 Calhoun (tabled at 9/11/23 meeting) | Pages 14-15 |
| 2. Resolution 2023-55 – Nuisance 203 Alston | Pages 16-23 |
| 3. Resolution 2023-56 – Nuisance 701 S 15 th St | Pages 24-31 |

5. CONSENT AGENDA

- | | |
|--|-------------|
| 1. Alcohol Consumption Request Lee Dam Center Artist Reception
Nov. 19, 2023, Wayne Kruse | Pages 32-33 |
|--|-------------|

6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3806

Pages 34-39

7. STAFF REPORTS

- | | |
|---|-------------|
| 1. Police Department | |
| a. KGGP LSSE Grant Acceptance (Radio Upgrade) | Pages 40-70 |

8. STANDING COMMITTEE REPORTS

1. Street
2. Water & Wastewater Treatment
3. Parks & Recreation
4. Cemetery & Airport
5. Police & Fire
6. Administration & Finance

9. APPOINTMENTS & WAGE DETERMINATION

10. CITY ATTORNEY/EXECUTIVE SESSION

11. ROUNDTABLE DISCUSSION

ADJOURNMENT

Regular Meeting
City Hall, Marysville, Kansas-September 11, 2023

Members of the Governing Body of the City of Marysville were called to order in the regular session at 7:00 p.m. on the date and place noted above with Mayor Barnes in the chair. City Administrator St. John and City Clerk Holle were also present.

After the Pledge of Allegiance, roll call was answered by the following council members: Frye, Keating, Snellings, Beikman, Price, Behrens, and Throm. A quorum was present.

The minutes from the August 28th regular meeting were presented for approval. CM Throm moved; CM Price seconded to approve the minutes as presented. Motion carried by 7-0 voice vote.

PUBLIC COMMENTS:

- 1. CHAMBER MAIN STREET/CONVENTION & TOURISM REPORT.** Wayne Kruse Interim Director, Chamber Main Street/C & T, presented a report on August hotel occupancy, local attractions attendance and Squirrels Just Want to Have Fun event zip codes. The Council discussed how long the C&T/Chamber Main Street would be housed at 617 Broadway. It was a consensus this location would be used in the foreseeable future. C&T/Chamber Main Street would like to look for grants for a mural at this site. Black Squirrel Night will be October 26, Small Business Saturday will be November 25 and the Santa Parade will be December 2.

BUSINESS AND DISCUSSION ITEMS:

- 1. MASON STORM DRAIN REQUEST.** Dennis Mason presented a request to connect a 6-inch pipe from a 24-inch-wide catch basin placed in his yard at 1405 Debbie Lane. This will hopefully prevent water from pooling in his yard and washing down the hill. Dennis Mason's MOU states the City will have no liability if the pipe plugs and it causes damage to his property. Mason's will bear the cost to install and maintain the device and pipe and retain ownership of them. CM Frye moved to approve the MOU allowing the device and pipes which will connect to the City's storm sewer, CM Snellings seconded. Motion carried 6-0-1. CM Price abstained, the adjoining property at 1407 Debbie Lane is owned by his father.
- 2. COUNCIL EMPLOYEE PICNIC ALCOHOL REQUEST.** The City staff and City Council will have a family picnic in the City Park on September 23rd from 4:00 p.m. to 7:00 p.m. The City staff asks to barricade and consume alcohol during this event. CM Throm moved; CM Frye seconded to allow alcohol consumption in the barricaded area of City Park on September 23rd. Motion carried unanimously.
- 3. ORDINANCE 1923 WATER UTILITY.** Ordinance 1923 *AN ORDINANCE AMENDING SECTION 15-122, 15-123, 15-124, 15-125, 15-126 OF ARTICLE 1, CHAPTER XV, UTILITIES, OF THE 2020 CODE OF THE CITY OF MARYSVILLE, MARSHALL COUNTY, KANSAS.* This ordinance updates some verbiage in the code adding the 22nd as the due date. A minimum fee for hydrant meters placed on fire hydrants was added. CM Throm moved; CM Snellings seconded to approve Ordinance 1923. Motion carried 7-0.
- 4. RESOLUTION 2023-51 GAAP WAIVER.** CC Holle included in the agenda a resolution exempting the City from General Accepted Accounting Principles and the financial statements will be prepared on the basis of cash receipts for the year ending 2023. CM Throm moved to pass Resolution No. 2023-51 exempting the City from GAAP for 2023, CM Behrens seconded the motion. Motion carried unanimously.

- 5. CITY ADMINISTRATOR SEARCH PROPOSALS.** Three proposals to recruit a City Administrator were submitted. GHR (GovHR USA) Northbrook, Illinois presented a proposal for \$24,500; LEAPS (League of Kansas Municipalities) Topeka, Kansas presented a proposal for \$10,238; SGR (Strategic Government Resources) Keller, Texas presented a proposal for \$25,900. CM Frye moved; CM Throm seconded to hire SGR for \$25,900. Motion passed 7-0.

NOTICES AND HEARINGS:

- 1. RESOLUTION 2023-52 NUISANCE AT 900 N 8th STREET.** Code Enforcement Officer Stock presented pictures and the Notice of Violation for 900 N 8th Street owned by Cassie Sheetz and Christian Perez. Cassie Sheetz or Christian Perez did not request a hearing, nor did they appear on August 14, 2023. CM Throm moved, CM Keating seconded to approve Resolution 2023-52 setting a deadline of September 22, 2023, for the owners to abate the nuisance. Following September 22, the City will abate the nuisance and assess the costs to Cassie Sheetz and Christian Perez. Motion carried unanimously.
- 2. RESOLUTION 2023-53 NUISANCE AT 507 WALNUT STREET.** Code Enforcement Officer Stock presented pictures and the Notice of Violation for 507 Walnut Street owned by Oscar and Elaine Wecker and occupied by Rick Wecker. Rick Wecker did not request a hearing, nor did he appear on July 24, 2023. CM Keating moved, CM Throm seconded to approve Resolution 2023-53 setting a deadline of September 22, 2023, for the owners to abate the nuisance. Following September 22, the City will abate the nuisance and assess the costs to Oscar and Elaine Wecker. Motion carried unanimously.
- 3. RESOLUTION 2023-54 NUISANCE AT 203 S 4th STREET.** Code Enforcement Officer Stock presented pictures and the Notice of Violation for 203 S 4th Street owned by Cheryl Farley. Cheryl Farley did not request a hearing, nor did she appear on August 28, 2023. CM Frye moved, CM Throm seconded to approve Resolution 2023-54 setting a deadline of September 22, 2023, for the owner to abate the nuisance. Following September 22, the City will abate the nuisance and assess the costs to Cheryl Farley. Motion carried unanimously.
- 4. CONDEMNATION HEARING 1009 NORTH STREET (J & V FURNITURE-JOSH VOLLE).** Vicky Volle addressed the Council regarding the condemnation of 1009 North Street. Josh had been granted an extension until August 30, 2023. Vicky indicated they are in the process of evicting the renters of this property. BI Ralph said some progress has been made. CM Frye moved; CM Snellings seconded to extend the demolition date to October 18, 2023. Motion carried unanimously.
- 5. CONDEMNATION HEARING 708 CALHOUN (RICHARD BRYAN).** Mayor Barnes conducted a condemnation hearing on the property owned by Richard Bryan located at 708 Calhoun. BI Ralph reported Richard did not come back to Marysville at the end of August as he was scheduled. Richard was emailed the Economic Development Reimbursement paperwork and will complete and return it. Council tabled the hearing until the September 25th meeting.

AGENDA. The Consent Agenda was presented for consideration. CM Throm moved; CM Snellings seconded to approve the Consent Agenda. Motion carried unanimously. Consent Agenda consisted of the following:

1. Cash balances in funds were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through August 2023 showed unadjusted accumulated revenues in the General Fund of \$2,671,441 or 94% of budget; Water Revenue Fund, \$593,182 or 66% of budget, Sewer Revenue Fund, \$514,307 or 67% of budget. Unadjusted statement of expenditures in the General Fund totaled \$2,151,492 or 67% of budget, Water Revenue Fund, \$564,705 or 44% of budget, and Sewer Revenue Fund, \$418,106 or 30% of budget.
2. The Municipal Judge's Report for July showed \$9,811.00 being deposited with the City Treasurer and \$1,220.00 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

APPROPRIATIONS ORDINANCE NO. 3805

1. Claims against the funds of the City were submitted for Council consideration as follows: General Fund, \$95,065.40; Water Revenue Fund, \$20,437.87; Sewage Revenue Fund, \$48,215.38; Street & Highway Fund, \$18,204.18; Airport Revolving Fund, \$220,039.53; Sewage Replacement Fund, \$93,991.95; Library Revolving Fund, \$6,449.73; Swim Pool Sales Tax, \$2,081.11; Koester Block Maintenance, \$1,016.80; Employee Benefit, \$8,894.32; Transient Guest Tax, \$424.61; Capital Improvements, \$22,532.50; Sales Tax Improvements, \$3,500.04; making a total of \$540,853.42.
2. An appropriations ordinance was introduced and considered to honor claims against the funds of the City as audited by the Finance Committee. CM Throm moved; CM Snellings seconded to approve the appropriations ordinance totaling \$540,853.42.
3. Motion to approve the appropriations ordinance carried by 7-0 roll call vote. City Clerk Holle assigned Ordinance No. 3805.

STAFF REPORTS:

CITY ADMINISTRATOR:

1. **LAKEVIEW SIDEWALK ENGINEERING PROPOSAL.** CA St. John presented a proposal from CES to design a sidewalk from the top of the driveway on 20th Street to the concession stand and expansion of the apron around the concession stand. The proposed price was \$20,220.00 for the engineering and an additional \$1,920.00 for the bidding service. Council decided this should be researched more and the Parks and Recreation Committee will meet to discuss it.
2. **TRUCK PURCHASE-STREET DEPARTMENT FOR 2024.** CA St. John presented quotes for a ¾ ton pick-up for the Street Department. This is budgeted in the 2024 budget. It will be purchased from the Municipal Equipment Fund and reimbursed from the General Fund, Street Department. The three quotes are: Nordhus Motor Company, Marysville, Chevrolet \$51,205.00; Nemaha Valley Motors, Seneca, Dodge \$51,365.00; Honeyman Ford, Seneca \$51,444.00. CM Frye moved; CM Behrens seconded to purchase the Chevy from Nordhus Motors for \$51,205.00. Motion carried unanimously. The City will surplus a truck from the Street Department when the new truck arrives.
3. **FINANCIALS.** CA St. John updated the Governing Body on the status of the General Fund, Water Revenue Fund, Sewer Revenue Fund and Sales Tax Improvement Fund. A Capital Projects report was also included.

STANDING COMMITTEE REPORTS:

STREET:

1. **8TH & ALSTON CATCH BASIN.** CM Frye reported the new catch basin on the corner of 8th and Alston Street has sunk. CA St. John said the contractor is aware of the problem and will repair it.
2. **ALLEY ON S 14TH STREET.** CM Frye said the citizens who live near the alley between 13th and 14th Street south of Broadway (behind the old Nordhus building) have a lot of washing in that alley and the storm drain is overflowing.
3. **CHIP & SEAL.** CM Throm asked when the 2nd and final chip and seal will be completed. It will be completed tomorrow.

WATER & WASTEWATER:

1. **SEWER LINE ON CENTER.** CM Throm asked if Jadwin had completed the sewer line replacement on Center Street near KDOT and Sonic. The holes have been filled in. Jadwin Construction should start replacing flush tanks next.

PARKS & RECREATION:

1. **CAMPING.** CM Frye asked about extending camping north of City Park on the 7th Street corridor from Elm to Walnut. Several council members asked about camping in the City's other parks. The Parks and Recreation Committee will meet to discuss the possibilities.
2. **POOL REPAIRS.** CM Throm asked about the pool repairs. CA St. John said Manhattan Energy Center were waiting on parts.

CEMETERY/AIRPORT:

POLICE AND FIRE:

ADMINISTRATION AND FINANCE:

1. **KOESTER RESTAURANT SIGN.** CM Frye asked if the Koester Block building on Elm had been advertised. An insert is being made to advertise.

APPOINTMENTS: Koester House Museum Board: Karen Hughes, Rachel Frye, Michelle Whitesell, Sharon Kessinger and Ralph Balaun from September 2023 through December 2025. (There are no term limits on the Koester Museum Board)

CITY ATTORNEY:

EXECUTIVE SESSION:

ROUND TABLE DISCUSSION:

1. **ARBOR DAY PROCLAMATION.** Mayor Barnes read the Arbor Day Proclamation declaring September 22, 2023, Arbor Day in Marysville.
2. **GRAVEL DASH.** CM Frye said the 10th Annual Gravel Dash was busy. Many visitors said Marysville is a beautiful city and stayed extra days to explore the area.
3. **PARTNERSHIP FOR GROWTH EXECUTIVE DIRECTOR.** CM Keating said P4G Executive Director Matt Wassom had resigned due to complications with his job and Jerry Zayas has been appointed the new director.
4. **EAGLES CLUB.** CM Behrens reported Nietfeld's were making great progress in repairing the old Eagles Club on N 8th Street.

There being no further business, at 8:18 p.m. CM Throm moved to adjourn, CM Behrens seconded. Motion carried unanimously.

Cindy Holle
City Clerk

SPECIAL MEETING

City of Marysville, Marysville, Kansas, September 14, 2023

Members of the Governing Body of the City of Marysville were called to order in a special meeting at 6:00 p.m., on the date and at the place listed above with Mayor Barnes opening the meeting. City Clerk Holle was also present.

Council members answering present to roll call were Keating, Beikman, Goracke, Price, Behrens, and Throm. CM Frye and CM Snellings were absent. A quorum was present. The call, signed by six of the six council members present, read as follows:

We, the undersigned councilmembers of the City of Marysville hereby respectfully request that you call a special council meeting of the members of the governing body of said City to be held at 6:00 p.m. on Thursday September 14, 2023, at the Marysville City Hall for the following purpose:

Discuss information needed for a brochure advertising for a City Administrator.

The Council discussed information gathered for hiring a City Administrator. The Council concluded they would like to assemble more information before sending the information to SGR for publication. Another special meeting was set for Tuesday, September 19, 2023, at 6:00 p.m. to discuss the information for the brochure.

At 6:23 p.m., CM Throm moved, CM Behrens seconded to adjourn the meeting. Motion carried unanimously.

CINDY HOLLE
City Clerk

SPECIAL MEETING

City of Marysville, Marysville, Kansas, September 19, 2023

Members of the Governing Body of the City of Marysville were called to order in a special meeting at 6:00 p.m., on the date and at the place listed above with Mayor Barnes opening the meeting. City Clerk Holle was also present.

Council members answering present to roll call were Frye, Keating, Snellings, Beikman, Goracke, Price, Behrens, and Throm. A quorum was present.

The call, signed by eight of the eight council members present, read as follows:

We, the undersigned councilmembers of the City of Marysville hereby respectfully request that you call a special council meeting of the members of the governing body of said City to be held at 6:00 p.m. on Tuesday September 19, 2023, at the Marysville City Hall for the following purpose:

Discuss information needed for a brochure advertising for a City Administrator.

The Council discussed information gathered for hiring a City Administrator. The Council discussed the information that had been collected by council members. In order to make a more informed decision about the administrator's salary and the effect on the budget CM Goracke moved, CM Keating seconded to request the budget books for the 2024 fiscal year be printed and distributed to the council. Motion carried unanimously. The SGR group representative will call each individual council member and ask them the same six questions which were sent to each council member. CC Holle will send the phone numbers and availability of each council member to SGR. CM Keating moved, CM Goracke seconded to send all the information CM Keating gathered to SGR for their review along with the information that is provided on the original request. Motion carried unanimously. CM Keating requested a QR code be added to the advertisement which links to the Marysville Minute. That request will be sent to SGR. The Council decided the logo to be used on the brochures and advertisements will be the red and black squirrel and pony rider letterhead.

Mayor Barnes asked the council if they would like to hire an interim City Administrator. Consensus was to look for an Interim City Administrator. CC Holle will check with the League of Kansas Municipalities if they offer this service.

At 6:41 p.m., CM Keating moved, CM Snellings seconded to adjourn the meeting. Motion carried unanimously.

CINDY HOLLE
City Clerk

Application for Economic Development Fund

Ordinance No. 1906 (August 4, 2022)

Any person or developer desiring to utilize these incentives must submit an application, on this form that is supplied by the City, for review and approval by the Governing Body, prior to the construction of a home or the demolition of the property.

Incentives that are offered in Qualifying Subdivisions, to-wit:
Palmetto, Marysville Proper and Ballard and Morrall Subdivisions.

Any property owner within any other Subdivision Division of the City, may request that the Governing Body find, and determine, that their subdivision is a Qualifying Subdivision.

Demolition of structures.

The City may reimburse up to \$2,500 of demolition costs of a structure, located within a Qualifying Subdivision and which the Governing Body has found to be blighted. This reimbursement may be paid by the City upon the receipt of demolition expenses paid and confirmation by the City Zoning Administrator that the demolition is completed.

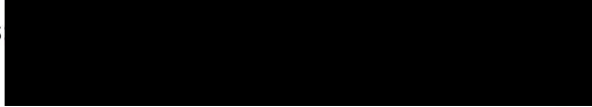
Disposal of Demolition Material

Proof material from the demolition is disposed of at a licensed/certified landfill (example: Marshall County Landfill/Transfer Station). If you have clean limestone block contact city hall.

~~FOR FARM SITE~~
WR
WILL KEEP

Completion of project & all related forms/bills must be turned in by: _____

Name: RICHARD BRYAN

Address: 

Phone Number: ON FILE!

Property Address: 708 CALHOUN ST
MARYSVILLE

Legal Description: ONLY!
OLD GARAGE SITE!

Demolition Cost: \$2,500.00 MAX

Reimbursement: \$2,500.00 MAX

Approval to Proceed, Signatures

RTB Bryan _____
Owner/Developer Date 9-11-23

Mayor Date

Zoning Administrator Date

Completion Signatures for Reimbursement

Owner/Developer Date

City Clerk Date

Zoning Administrator Date

Demolition of property & the invoices must be filed with the City within 90 days of the approval of the application.

To: City Council

Re: Chamber Main Street Agreement

The City Admin and Finance Committee and the Chamber Main Street Board met several times, and this is the agreement that was agreed upon.

Do you wish to approve the agreement?

Cindy Holle

City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Marysville, State of Kansas, hereinafter referred as “City”, and the Marysville Chamber & Main Street, a non-profit organization, referred as “Chamber & Main Street”. This agreement is effective January 1, 2024, and will expire December 31, 2024, with the option to renew with sixty (60) days written notice.

WHEREAS, the City desires that the Chamber & Main Street will promote, encourage and develop tourism and conventions by managing a Visitors Center in the best interest of the City.

NOW, THEREFORE, in consideration of the premises and covenants herein, the City and the Chamber & Main Street do hereby agree as follows:

1. The Chamber & Main Street is engaged as an independent contractor and is not an officer, agent, or employee of the City.
2. The Chamber & Main Street will perform the following duties.
 - a. Manage a building, including:
 - i. Greet visitors and group tours.
 - ii. Keep brochure racks updated-local brochures as well as brochures from other areas.
 - iii. Promote Marysville merchandise for sale.
 - b. Collaborate with the City of Marysville Convention & Tourism Committee to:
 - i. Promote local attractions and events.
 - ii. Coordinate group tours.
 - c. Post current information on websites managed by the Marysville Chamber & Main Street and provide links to websites sponsored by the City of Marysville and/or City of Marysville Convention and Tourism Committee.
 - d. Promote and host community events.
 - i. Mother’s Day Market and Chicken Barbecue
 1. Brings hundreds of people to town.
 - ii. Big Blue River Days
 1. Brings thousands of people downtown promoting local businesses.
 - iii. Pony Express Gravel Dash
 1. Targets a demographic that brings diversity to Marysville helping promote local restaurants and hotels.
 - vi. Black Squirrel Night
 1. Promotes downtown businesses.
 - e. An advocate for local businesses
 - f. Oversee the economic vitality and design of our historic downtown
3. The City will make quarterly payments of THREE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$3,125.00) to the Chamber & Main Street. On the first business day after approval of the appropriations ordinance beginning January 2024, the City shall make said payment to the Chamber & Main Street.
4. It is understood and agreed that either party may terminate this agreement by giving to the other party sixty (60) days notice in writing of said termination.
5. The Chamber & Main Street will be open 4 hours a day at the Director’s discretion Monday through Friday. The other 4 hours a day will be used for visiting with local businesses.

Agreement

Marysville Chamber & Main Street/City of Marysville

Page 2

When the Director is not present for the other 4 hours the visitors will have access to their cell phone provided by Chamber & Main Street.

6. The Chamber & Main Street will be closed on Saturday & Sunday. Visitors will have access to the Director's cell phone.
7. Chamber & Main Street will be closed on Federal Holidays.
8. It is essential that the Chamber & Main Street personnel and board members, the Convention & Tourism Committee and the Director of Convention and Tourism coordinate efforts to promote tourism for the City.
9. The City will be kept informed on upcoming Chamber & Main Street events and will be encouraged to participate.
10. The City will be kept informed on the use of the downtown speakers for Chamber & Main Street events. If another party wants to use the speakers, they are to fill out a form through the City.
11. Force Majeure Clause. Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. In the Unforeseeable event of a future "act of God", both parties will come together in a mutual agreement if either party is unable to perform obligations under this agreement which would become practicably impossible. Such circumstances include without limitations natural disasters or act of God, acts of terrorism, war, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, epidemics, quarantines, or nation or regional emergencies. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. The parties hereby agree, when feasible, not to cancel but reschedule obligations outlined in the contract as soon as practicable after the majeure condition ceases to exist.

Dated this ____ day of September 2023.

JASON BARNES
Mayor

ATTEST:

CINDY HOLLE
City Clerk

(Seal)

Agreed to and accepted this _____ day of _____, 2023

MARYSVILLE CHAMBER & MAIN STREET

Executive Director

President

(First Published in the Marysville Advocate on)

RESOLUTION NO. 2023-

A RESOLUTION FINDING THAT THE STRUCTURE AND APPURTENANCES LOCATED AT LOT 11, BLOCK 56, PALMETTO, MARYSVILLE, MARSHALL COUNTY, KANSAS (COMMONLY KNOWN AS 708 CALHOUN STREET, MARYSVILLE, KANSAS 66508) ARE UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURE AND APPURTENANCES BE REMOVED AND THE PREMISES MADE SAFE AND SECURE.

Whereas, the enforcing officer of the City of Marysville, Kansas, did on the 26th day of June 2023, file with the governing body of said city a statement in writing that a certain structure, hereinabove described, was unsafe and dangerous.

Whereas, the governing body did by Resolution No. 2023-29, published in the Marysville Advocate fix the time and place of a hearing at which the owner, its agent, lienholders, any occupants and all other interested parties of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law;

Whereas, on August 14, 2023, the governing body did conduct a hearing as scheduled in said Resolution and took evidence on the condition of the subject residential structure and outbuildings. The owner's representative requested that the matter be continued during which the subject property would be repaired and rehabilitated in the next 23 days, or an Economic Development Reimbursement be requested.

Whereas, at said hearing, the City Council found evidence that the residential structure is in dangerous and unsafe; that the structure is not habitable at the present time and an extension was granted until September 6, 2023, for the demolition to be completed or the Economic Development application be completed.

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

1. The governing body of the City of Marysville, Kansas, found that pursuant to K.S.A. 12-1750 et seq., the residential structure located on Lot Eleven (11) , Block Fifty-six (56), Palmetto, Marysville, Marshall County, Kansas (commonly known as 708 Calhoun Street, Marysville, Kansas 66508) is unsafe and dangerous and that the governing body should proceed with condemnation proceedings. Accordingly, the governing body directs that such structure including any debris be removed and the premises made safe and secure.

2. The owner is directed to commence the removal of the subject premises and to have said removal completed within 15 days from the date of publication of this resolution (not later than September 29, 2023) or otherwise repair and rehabilitate the

subject property by removing all health and safety hazards within 15 days from the date of publication of this resolution (not later than September 29, 2023). Provided, that upon due application by the owner and for good cause shown, the governing body, in its sole discretion, may grant the owner additional time to complete the removal of the property or grant the owner time in which to rehabilitate the subject premises.

3. If owner fails to commence the removal (or repair) of the structure within the time stated herein, or any additional time granted by the governing body or fails to diligently prosecute the same until the work is completed, the governing body will cause the structure to be razed and removed and the costs of razing and removing any salvage value if any shall be collected in the manner provided by K.S.A. 12-1,115 and amendments thereto or shall be assessed as a special assessment against the lot or parcel of land upon which the structure is located or by both, all as provided by laws.

BE IT FURTHER RESOLVED that if the owner fails to commence and complete the removal of the structures or otherwise complete the rehabilitation of the subject premises within the time provided herein or fails to diligently prosecute the same, the governing body may take such further action as it deems necessary to raze or remove the structure without further notice to the owner or other parties of interest.

BE IT FURTHER RESOLVED that the City Clerk shall cause this resolution to be published once in the official city paper. A copy of this resolution shall be served by the City Clerk upon the person in violation in one of the following ways: (a) personal service upon the person in violation or (b) service by restricted delivery mail, postage prepaid, return receipt requested.

Adopted on this day of September 2023.

(SEAL)

Jason Barnes, Mayor

Attest:

Lucinda Holle, City Clerk

RESOLUTION NO. 2023-55

**RESOLUTION FOLLOWING HEARING ON NUISANCE
VIOLATION BEFORE THE GOVERNING BODY ON
SEPTEMBER 25, 2023**

WHEREAS, pursuant to Chapter 8, Article 2 of the Code of the City of Marysville, Kansas, notice was given to Everett Jr and Sharon Throm with regard to 203 Alston Street, Marysville, Marshall County, Kansas, on August 23, 2023, regarding violations of Chapter **8-201** of said Code (commonly referred to as the Health and Welfare Code); and

WHEREAS Everett Jr or Sharon Throm did not request a hearing, nor did they appear on September 11, 2023, as pursuant to the Code of the City of Marysville; however, the Governing Body did discuss the alleged violations as aforementioned on September 25, 2023, and

WHEREAS the Governing Body indicated the following deadline would apply for compliance in the area of concern: The area of 203 Alston Street, Marysville, Marshall County, Kansas, shall be in compliance prior to October 6, 2023.

NOW, THEREFORE, IT IS RESOLVED by the Governing Body of the City of Marysville, Kansas, that the above aforementioned deadline as applicable to the respective area shall apply and be deemed final; and

IT IS FURTHER RESOLVED that if compliance is not met in this area by October 6, 2023, the City Inspector shall abate the violation with the costs assessed against the lot or parcel of ground as provided by Chapters 8-208 and 8-210 of the Marysville Code of Ordinances.

IT IS SO RESOLVED.

PASSED AND APPROVED this 25th day of September 2023, by the Governing Body of the City of Marysville, Kansas.

FORMALIZED IN WRITING ON THIS 25th DAY OF SEPTEMBER 2023.

(Seal)

JASON BARNES
Mayor

ATTEST:

LUCINDA HOLLE
City Clerk



209 NORTH 8TH ST., MARYSVILLE, KS 66508 ♦ PH: (785) 562-5331 FAX: (785) 562-2449

NOTICE OF VIOLATION

of City Code, Chapter 8, Article 2, Section 8-201, relating to health nuisances as defined. Providing for notice and providing for removal by the City of Marysville and providing for charges, therefore.

DATE: 8/23/2023

OWNER AND/OR TENANT: Everett Jr. & Sharon Throm

LOCATION OF INSPECTION: 203 Alston

PHOTO(S) & INSTRUCTIONS TO ABATE: Please note the pictures I have taken, these areas are in violation of city code, please clean up these areas at your earliest convenience which is the fencing, limbs, brush, metal, and miscellaneous items. We greatly appreciate your cooperation and prompt action to this situation and helping keep Marysville clean.

Inspection of your property within the city limits of Marysville, Kansas reveals that there is a health nuisance on your property that is in violation of City Code, Chapter 8, Article 2, Section 8-201.

The above-referenced property is in violation of the Marysville Code of Ordinances because of the following conditions:

8-201. NUISANCES UNLAWFUL; DEFINED. It shall be unlawful for any person to maintain or permit any nuisance within the city as defined, without limitation, as follows:

- (a) Filth, excrement, lumber, rocks, dirt, cans, paper, trash, metal or any other offensive or disagreeable thing or substance thrown or left or deposited upon any street, avenue, alley, sidewalk, park, public or private enclosure or lot whether vacant or occupied.
- (b) All dead animals not removed within 24 hours after death.
- (c) Any place or structure or substance which emits or causes any offensive, disagreeable or nauseous odors.
- (d) All stagnant ponds or pools of water.
- (e) All grass or weeds or other unsightly vegetation not usually cultivated or grown for domestic use or to be marketed or for ornamental purposes.
- (f) Abandoned iceboxes or refrigerators kept on the premises under the control of any person or deposited on the sanitary landfill.
- (g) All articles or things whatsoever caused, kept maintained or permitted by any person to the injury, annoyance, or inconvenience of the public or of any neighborhood.
- (h) Any fence, structure, thing, or substance placed upon or being upon any street, sidewalk, alley, or public ground to obstruct the same, except as permitted by the laws of the city. (K.S.A. 21-4106:4107; Code 2011)

As the owner or tenant of the property in which the violation is found you have **10 days from the date of this notice** to abate the condition(s) in violation or request a hearing before the governing body of the matter as provided by section 8-206 of the City Code. If you so request, your hearing will be at the next City Council meeting, which is presently scheduled for **9/11/2023** at 7:00 p.m.

A follow-up inspection will be conducted on **9/4/2023** to ensure compliance with this request. Your prompt attention to this matter will be appreciated.

Should the person, corporation, partnership, or association listed on this notice fail to properly abate the nuisance or request a hearing, the matter may be referred to the prosecutor to be filed in the municipal court against such person, corporation, partnership or association and upon conviction of any violation of provisions of section 8-201, **may be fined in an amount not to exceed \$250 plus court costs.**

Please be advised that should you fail to properly abate the nuisance or request a hearing, the City will abate the violation and seek recovery of the costs incurred, including administrative fees, mowing costs, attorney fees and publication costs, from you. The minimum City charge is \$325, which could increase by \$105 per hour depending upon the length of time required for the abatement.

In addition to, or as an alternative to prosecution, the public officer may seek to remedy violations of this section in the following manner. If a person to whom a notice has been sent has neither alleviated the conditions causing the alleged violation nor requested a hearing before the governing body within the time periods specified, the public officer may present a resolution to the governing body for adoption authorizing the public officer or other agents of the city to abate the conditions causing the violation at the end of 10 days after passage of the resolution. The resolution shall further provide that the costs incurred by the city shall be charged against the lot or parcel of ground on which the nuisance was located. A copy of the resolution shall be served upon the person in violation.

If you have any question regarding the enforcement of this order, contact the Building Inspector at 785-562-5331.

Thank you for your cooperation in this matter.



Robert Stock
Code Enforcement Officer







Updated 9/18/2023





RESOLUTION NO. 2023-56

**RESOLUTION FOLLOWING HEARING ON NUISANCE
VIOLATION BEFORE THE GOVERNING BODY ON
SEPTEMBER 25, 2023**

WHEREAS, pursuant to Chapter 8, Article 2 of the Code of the City of Marysville, Kansas, notice was given to Richard and Sindy Synder/Robert Swanson with regard to 701 S 15th Street, Marysville, Marshall County, Kansas, on August 25, 2023, regarding violations of Chapter **8-201** of said Code (commonly referred to as the Health and Welfare Code); and

WHEREAS Richard or Sindy Synder or Robert Swanson did not request a hearing, nor did they appear on September 11, 2023, as pursuant to the Code of the City of Marysville; however, the Governing Body did discuss the alleged violations as aforementioned on September 25, 2023, and

WHEREAS the Governing Body indicated the following deadline would apply for compliance in the area of concern: The area of 701 S 15th Street, Marysville, Marshall County, Kansas, shall be in compliance prior to October 6, 2023.

NOW, THEREFORE, IT IS RESOLVED by the Governing Body of the City of Marysville, Kansas, that the above aforementioned deadline as applicable to the respective area shall apply and be deemed final; and

IT IS FURTHER RESOLVED that if compliance is not met in this area by October 6, 2023, the City Inspector shall abate the violation with the costs assessed against the lot or parcel of ground as provided by Chapters 8-208 and 8-210 of the Marysville Code of Ordinances.

IT IS SO RESOLVED.

PASSED AND APPROVED this 25th day of September 2023, by the Governing Body of the City of Marysville, Kansas.

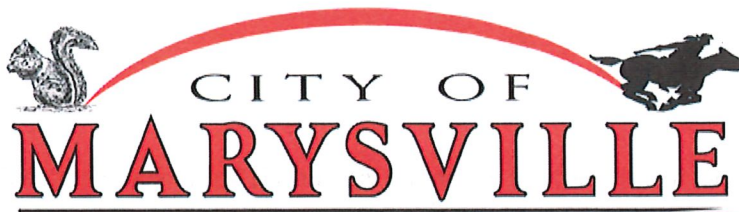
FORMALIZED IN WRITING ON THIS 25th DAY OF SEPTEMBER 2023.

(Seal)

JASON BARNES
Mayor

ATTEST:

LUCINDA HOLLE
City Clerk



209 NORTH 8TH ST., MARYSVILLE, KS 66508 ♦ PH: (785) 562-5331 FAX: (785) 562-2449

NOTICE OF VIOLATION

of City Code, Chapter 8, Article 2, Section 8-201, relating to health nuisances as defined. Providing for notice and providing for removal by the City of Marysville and providing for charges, therefore.

DATE: 8/25/2023

OWNER AND/OR TENANT: Richard & Sindy Synder/Robert D. Swanson

LOCATION OF INSPECTION: 701 S. 15th St.

PHOTO(S) & INSTRUCTIONS TO ABATE: Please note the pictures I have taken, these areas are in violation of city code, please clean up these areas at your earliest convenience which is the metal mattress, old exercise equipment, tires, trash, old appliance, and miscellaneous items. We greatly appreciate your cooperation and prompt action to this situation and helping keep Marysville clean.

Inspection of your property within the city limits of Marysville, Kansas reveals that there is a health nuisance on your property that is in violation of City Code, Chapter 8, Article 2, Section 8-201.

The above-referenced property is in violation of the Marysville Code of Ordinances because of the following conditions:

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- (g) All articles or things whatsoever caused, kept maintained or permitted by any person to the injury, annoyance, or inconvenience of the public or of any neighborhood.
- (h) Any fence, structure, thing, or substance placed upon or being upon any street, sidewalk, alley, or public ground to obstruct the same, except as permitted by the laws of the city. (K.S.A. 21-4106:4107; Code 2011)

As the owner or tenant of the property in which the violation is found you have **10 days from the date of this notice** to abate the condition(s) in violation or request a hearing before the governing body of the matter as provided by section 8-206 of the City Code. If you so request, your hearing will be at the next City Council meeting, which is presently scheduled for **9/11/2023** at 7:00 p.m.

A follow-up inspection will be conducted on **9/5/2023** to ensure compliance with this request. Your prompt attention to this matter will be appreciated.

Should the person, corporation, partnership, or association listed on this notice fail to properly abate the nuisance or request a hearing, the matter may be referred to the prosecutor to be filed in the municipal court against such person, corporation, partnership or association and upon conviction of any violation of provisions of section 8-201, **may be fined in an amount not to exceed \$250 plus court costs.**

Please be advised that should you fail to properly abate the nuisance or request a hearing, the City will abate the violation and seek recovery of the costs incurred, including administrative fees, mowing costs, attorney fees and publication costs, from you. The minimum City charge is \$325, which could increase by \$105 per hour depending upon the length of time required for the abatement.

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If you have any question regarding the enforcement of this order, contact the Building Inspector at 785-562-5331.

Thank you for your cooperation in this matter.

Robert Stock
Code Enforcement Officer



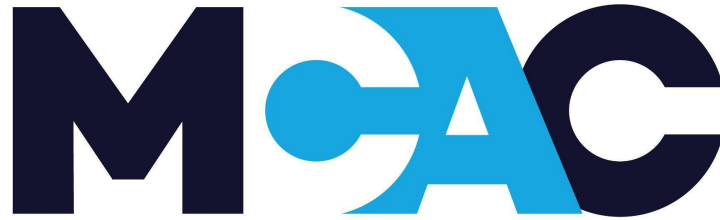


Updated 9/18/2023









**Post Office Box 509
Marysville, Kansas 66508
785-859-4260
marshallcountyarts.org**

September 20, 2023

To Mayor Barnes and Members of City Council:

The Marshall County Arts Cooperative is hosting an artist reception at the Lee Dam Center for Fine Art Sunday, November 19, from 12-4 p.m. We request to serve beer and wine at this event.

Thank you for considering this request.

We appreciate your support!

Sincerely,

Wayne A. Kruse
President, MCAC



CITY OF MARYSVILLE
APPLICATION FOR CONSUMPTION OF ALCOHOL BEVERAGES
PERSONAL INQUIRY WAIVER
CONSENT TO RELEASE RECORDS

Full Name (Responsible Party):

Kruse Wayne Allen
Last First Middle

Address: 

Home Phone #:  Work/Cell Phone #: 

Event Sponsor (i.e. Main Street, Bank, Etc.):
Marshall County Arts Cooperative

DATE OF EVENT: Sunday November 19, 2023 LOCATION: Lee Dam Center for Fine Art

Reason for Event (i.e. Chamber Mixer, Art Show, Open House, Etc.)
Artist Reception 12-4:00 p.m.

I, _____, do hereby authorize a review and full disclosure of all records concerning myself to any duly authorized agent of the City of Marysville, whether the said records are public, private or confidential nature. The intent of this authorization is to give my full and complete disclosure of the records of educational institutions, employment, and pre-employment records including background reports, efficient ratings, complaints, or grievances filed by or against me and the records and recollections of attorneys, or of other counsel whether representing me or another person in any case, either criminal or civil in which I presently have, or had an interest. I understand that any information obtained by a personal history background investigation which is developed directly or indirectly, in whole or in part, upon this released authorization will be consideration for determining suitability of this application by the City of Marysville. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from all liability which may be incurred as a result of furnishing such information. A photocopy of this release will be valid as an original thereof, even though the said photocopy does not contain an original writing of my signature.

Wayne Kruse
Signature of Responsible Party

9-18-2023
Date

APPROVED BY COUNCIL THIS _____ DAY OF _____, 20__.

NOTE: FORMS MAY BE REJECTED IF NOT FILLED OUT COMPLETELY!!

Please Attach A Copy Of A Valid Driver's License Or Identification Card

SEPTEMBER 25, 2023 -----ORDINANCE NO. 3806

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:

FUND		
100	GENERAL	\$ 107,210.89
200	WATER REVENUE	50,858.71
300	SEWAGE REVENUE	38,077.53
400	STREET & HIGHWAY	18,697.08
405	SEWAGE REPLACEMENT	10,584.80
512	LIBRARY REVOLVING	11,588.64
600	SWIM POOL SALES TAX	153.68
707	KOESTER BLOCK MAINTENANCE	930.87
711	EMPLOYEE BENEFIT	40,578.83
715	TRANSIENT GUEST TAX	5,685.56
800	SALES TAX	<u>37,362.68</u>
	TOTAL ORDINANCE	\$ 321,729.27

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3806 9/25/23

Date: 09/20/2023

Time: 3:51 pm

Page: 1

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ADVANCE INSURANCE COMPANY	997	LIFE INSURANCE PREMIUM OCTOBER	0	00/00/0000	311.90
				Vendor Total:	<u>311.90</u>
AFLAC-REMITTANCE PROCESS SE	528	INSURANCE PREMIUM-SEPTEMBER	0	00/00/0000	1,236.06
				Vendor Total:	<u>1,236.06</u>
AGLAND ELECTRIC MOTOR SERVI	858	SERVICE ALL LIFT STATION PUMPS 6 MONTH MAINTENANCE VISIT 8/1	0	00/00/0000	4,400.00
				Vendor Total:	<u>4,400.00</u>
APPLE ONE MEDIA, INC	2771	COMMUNITY SIGNAGE PLAN PHASE 1 FIX DAMAGED SIGNS	0	00/00/0000	9,236.00
				Vendor Total:	<u>9,236.00</u>
B & W ELECTRIC INC	481	GRAVE OPENINGS AUG-D. BUTLER PETERS&EXHUM/REBURY F FRERKING	0	00/00/0000	700.00
				Vendor Total:	<u>700.00</u>
BLUE CROSS BLUE SHIELD INSUR	0091	HEALTH INSURANCE PREMIUM-SEPT + Dental	0	00/00/0000	44,190.93
				Vendor Total:	<u>44,190.93</u>
BOND & INTEREST ACCOUNT #1	0066	TRANSFER WATER TOWER PROJECT	0	00/00/0000	13,250.00
				Vendor Total:	<u>13,250.00</u>
BOND & INTEREST ACCOUNT #1A	332	TRANSFER LAGOONS	0	00/00/0000	4,115.00
				Vendor Total:	<u>4,115.00</u>
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	1,250.00
				Vendor Total:	<u>1,250.00</u>
CAT CANS	2872	12 PORTABLE TOILETS&3 HANDWASH STATIONS-SKYFEST JULY 8, 2023	0	00/00/0000	2,028.46
				Vendor Total:	<u>2,028.46</u>
CES GROUP P.A.	0172	ENGINEER SANITARY SEWER REPAIR CENTER ST BY KDOT	0	00/00/0000	10,584.80
				Vendor Total:	<u>10,584.80</u>
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #683	51163	09/20/2023	62,745.87 H
				Vendor Total:	<u>62,745.87</u>
CLARK PLUMBING, HEATING, & AIF	2865	ELBOWS,ADAPTERS,ZIP TIES,PIPE INSULATION,&WATER LINE INSERTS	0	00/00/0000	41.04
				Vendor Total:	<u>41.04</u>
CNH CAPITAL	1783	HOT SAW,STRING TRIMMER,PLIERS, CHAIN,AIR FILTER,LUBE,HOSE,ETC	51160	09/14/2023	2,028.34 H
				Vendor Total:	<u>2,028.34</u>
COMMERCE BANK-COMMERCIAL (2055	DOG POUND LICENSE,MAJOR CRIME CONF,PRIMER BULBS,TUNE UP KIT, ETC	51159	09/14/2023	2,544.93 H
				Vendor Total:	<u>2,544.93</u>
CORE & MAIN LP	2599	SENSUS SOFTWARE SUPPORT-ANNUAL 8/31/23-8/30/24, meter pits, lids, pipe,etc	0	00/00/0000	12,560.42
				Vendor Total:	<u>12,560.42</u>
CROME LUMBER INC.	2235	GRINDER,RESPIRATOR,DOOR SLAB, SAW BLADES,NUMBERS,SAKRETE,ETC	0	00/00/0000	1,102.49
				Vendor Total:	<u>1,102.49</u>
DARRIN'S AUTO REPAIR	2439	REPLACE STARTER #4529	0	00/00/0000	173.80
				Vendor Total:	<u>173.80</u>
ECHO GROUP, INC	1629	PHOTO CELL 1000W 120V TWIST	0	00/00/0000	17.50
				Vendor Total:	<u>17.50</u>
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	18,926.51
				Vendor Total:	<u>18,926.51</u>

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3806 9/25/23

Date: 09/20/2023

Time: 3:51 pm

Page: 2

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
EHNEN'S AUTOMOTIVE	2082	PIC SET,FEELER GAUGE,SPARK PLUGS,OIL DRAIN,ROTELLA,ETC	0	00/00/0000	200.61
				Vendor Total:	<u>200.61</u>
EMC INSURANCE COMPANIES	905	INSURANCE CLAIM-SEWER BACK UP 915 N 10TH C. MARQUARDT 5/9/23	0	00/00/0000	1,000.00
				Vendor Total:	<u>1,000.00</u>
EVERGY	1401	ELECTRICITY-KOESTER RESTAURANT 908 ELM 8/9/23-9/8/23	51161	09/19/2023	37.30 H
				Vendor Total:	<u>37.30</u>
FASTENAL	1894	GLOVES FOR SEALING (12 PAIR)	0	00/00/0000	61.93
				Vendor Total:	<u>61.93</u>
FBI-LEEDA	1525	FBI-LEEDA TRAINING BEATRICE,NE FERNANDO SALCEDO (CLI&ELI)	0	00/00/0000	1,590.00
				Vendor Total:	<u>1,590.00</u>
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET	0	00/00/0000	3,333.00
				Vendor Total:	<u>3,333.00</u>
G & R POLLED HEREFORDS	1921	LEASE LAND FOR TOURISM SIGN PER CONTRACT	0	00/00/0000	200.00
				Vendor Total:	<u>200.00</u>
GALLOWAY, WIEGERS & BRINEGA	0268	COURT LEGAL SERVICES-AUGUST	0	00/00/0000	1,187.50
				Vendor Total:	<u>1,187.50</u>
GALLS, AN ARAMARK COMPANY	0266	WOMENS ATAC BOOTS-ANNE ESCALANTE	0	00/00/0000	101.75
				Vendor Total:	<u>101.75</u>
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	40,333.00
				Vendor Total:	<u>40,333.00</u>
GODFREY'S	2704	PANTS & POLOS, EMBROIDERY, & HEMMING	0	00/00/0000	659.89
				Vendor Total:	<u>659.89</u>
HALL BROTHERS INC	0200	85.27 TON FILL SAND-STOCK	0	00/00/0000	639.54
				Vendor Total:	<u>639.54</u>
HAUG COMMUNICATIONS, INC	22	SET UP 5 RADIOS TWO TONE CODES & VOICE OVER FOR STORM SIRENS	0	00/00/0000	212.50
				Vendor Total:	<u>212.50</u>
HOMETOWN LUMBER, INC.	987	LEAF BLOWER,BATTERY,BOW RAKE, WIRE BRUSH&WHEEL,HEX CAPS,ETC	0	00/00/0000	1,124.51
				Vendor Total:	<u>1,124.51</u>
IDNTITEEZ	1957	18 T-SHIRTS-WATER DEPT & 8 ENGRAVED PLATES-ANIMAL CONTROL	0	00/00/0000	284.00
				Vendor Total:	<u>284.00</u>
IRON HORSE TRAINING & FITNESS	2821	EMPLOYEE MEMBERSHIPS	0	00/00/0000	55.00
				Vendor Total:	<u>55.00</u>
J.P. COOKE CO.	709	300 DOG TAGS,100 CATS TAGS,S HOOKS,&O RINGS(2024-GOLD)	0	00/00/0000	168.50
				Vendor Total:	<u>168.50</u>
K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS	0	00/00/0000	11,229.51
				Vendor Total:	<u>11,229.51</u>
KANSAS ONE-CALL SYSTEM, INC	838	LOCATES (162) AUGUST	0	00/00/0000	194.40
				Vendor Total:	<u>194.40</u>
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER MS17DM000091	0	00/00/0000	184.62
				Vendor Total:	<u>184.62</u>

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3806 9/25/23

Date: 09/20/2023

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Page: 3

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE-AUGUST	0	00/00/0000	<u>1,576.08</u>
				Vendor Total:	1,576.08
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	<u>3,323.69</u>
				Vendor Total:	3,323.69
STEVEN ALLEN KRAUSHAAR	0974	COURT APPOINTED SERVICES BRYSON BARNES	0	00/00/0000	<u>100.00</u>
				Vendor Total:	100.00
WAYNE ALLEN KRUSE	2909	C&T DIRECTOR SALARY PER CONTRACT-SEPTEMBER	0	00/00/0000	<u>2,500.00</u>
				Vendor Total:	2,500.00
LINK MEDIA OUTDOOR	2786	BILLBOARD RENT HWY 24-OCTOBER 9/21/23-10/18/23	0	00/00/0000	<u>210.00</u>
				Vendor Total:	210.00
MARSHALL CO ARTS COOPERATI	1926	ANNUAL ART CENTER MANAGEMENT SERVICE FEES DUE 9/26/23	0	00/00/0000	<u>2,000.00</u>
				Vendor Total:	2,000.00
MARYSVILLE ADVOCATE	0017	BUDGET HEARING,ORD 1921 &1922 STO&UPOC,ADS-POOL CLOSING	0	00/00/0000	<u>480.63</u>
				Vendor Total:	480.63
MARYSVILLE FIRE DEPARTMENT	1345	FIREMENS CONTRIBUTIONS-SEPT	0	00/00/0000	<u>230.00</u>
				Vendor Total:	230.00
MARYSVILLE POSTMASTER	0340	BULK POSTAGE-1486 NEWSLETTERS	51162	09/19/2023	<u>799.38 H</u>
				Vendor Total:	799.38
MARYSVILLE READY MIX, INC	0089	2.75YD CONCRETE-SIDEWALKS & CATCH BASINS	0	00/00/0000	<u>786.13</u>
				Vendor Total:	786.13
JOHN T. MCNISH	2914	VIDEOGRAPHY SERVICES MONTHLY APPROVED 7/24/23 (1 YEAR)	0	00/00/0000	<u>400.00</u>
				Vendor Total:	400.00
MIKE'S O.K. TIRES	2079	LABOR TO INSTALL 4 NEW TIRES #2500-REVISED INVOICE	0	00/00/0000	<u>120.00</u>
				Vendor Total:	120.00
MUNICIPAL SUPPLY, INC	579	4' BURY A420 2WAY FIRE HYDRANT	0	00/00/0000	<u>2,574.22</u>
				Vendor Total:	2,574.22
NEMAHA MARSHALL R E C	1044	ELECTRICITY-ST LIGHTS,WELLS, & LIFT STATION	51158	09/14/2023	<u>2,593.81 H</u>
				Vendor Total:	2,593.81
NETWORK COMPUTER SOLUTION	2223	ANTIR-VIRUS,WIRELESS HOST, MICROSOFT,REMOTE ACCESS MONTHLY + Tech Support	0	00/00/0000	<u>1,485.16</u>
				Vendor Total:	1,485.16
OR-AL QUARRIES, INC.	1678	1.5" MIX ROCK 12.38 TONS	0	00/00/0000	<u>100.90</u>
				Vendor Total:	100.90
O'REILLY AUTOMOTIVE, INC	2668	IGNITION SWITCH,SMART FUESE, OIL,TIES,TIRE CEMENT,ETC	51157	09/14/2023	<u>165.72 H</u>
				Vendor Total:	165.72
PALMER'S PRECISION PRUNING L	2802	TRIM DOWNTOWN TREES	0	00/00/0000	<u>485.00</u>
				Vendor Total:	485.00
KENDALL J. PEEKS	2826	MOWING LEVEE-3RD PAYMENT 2023 FLOOD CONTROL	0	00/00/0000	<u>3,500.00</u>
				Vendor Total:	3,500.00
PETTY CASH FUND (GENERAL)	0063	POSTAGE MAIL WATER SAMPLES	0	00/00/0000	<u>58.40</u>
				Vendor Total:	58.40

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3806 9/25/23

Date: 09/20/2023

Time: 3:51 pm

Page: 4

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
PITNEY BOWES RESERVE ACCOU	2477	POSTAGE FOR METER	0	00/00/0000	1,000.00
				Vendor Total:	1,000.00
PONY EXPRESS VETERINARY CLII	452	EUTHANIZE/BOARD CATS/DOGS	0	00/00/0000	513.00
				Vendor Total:	513.00
POSITIVE PROMOTIONS, INC	2748	FIRE PREVENTION WEEK-PENCILS & JUNIOR FIREFIGHTER HATS	0	00/00/0000	429.00
				Vendor Total:	429.00
QUILL CORPORATION	0132	COPY PAPER, FILE POCKETS, BIND CLIPS, & BINDERS	0	00/00/0000	213.02
				Vendor Total:	213.02
RICHARD NELSON REMODELING	2917	TUCK PAINTING EXTERIOR LIME-STONE&BRICK WALLS-ART CENTER	0	00/00/0000	4,827.00
				Vendor Total:	4,827.00
SAM, LLC	2710	ANNUAL GIS WEBSITE HOSTING-MAP SOFTWARE 9/1/23-8/31/24	0	00/00/0000	2,400.00
				Vendor Total:	2,400.00
SARGENT DRILLING	1628	WELL & PUMP TESTS-WELL #9,10, 11,&12 ON 9/6/23	0	00/00/0000	1,600.00
				Vendor Total:	1,600.00
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	4,165.00
				Vendor Total:	4,165.00
SITEONE LANDSCAPE SUPPLY	2437	LESCO TALL FESCUE SEED BLEND & 3-WAY POST EMERGENT HERBICIDE	0	00/00/0000	321.79
				Vendor Total:	321.79
SLUPS REPAIR	2282	TRAILER TIRE & RIM-PARKS	0	00/00/0000	134.00
				Vendor Total:	134.00
TMHC SERVICES, INC.	1907	ALCOHOL/DRUG TESTING,ADMIN FEE	0	00/00/0000	199.65
				Vendor Total:	199.65
TRAVEL INDUSTRY ASSOC OF KAI	2398	KANSAS TOURISM CONFERENCE WAYNE KRUSE	0	00/00/0000	275.00
				Vendor Total:	275.00
UNITED PEST CONTROL, INC	712	PEST CONTROL BI-MONTHLY POLICE DEPARTMENT	0	00/00/0000	80.00
				Vendor Total:	80.00
VALLEY VET SUPPLY	0166	400 T-SHIRTS-NATIONAL NIGHT OUT(FROM COUNTY DONATION)	0	00/00/0000	1,984.00
				Vendor Total:	1,984.00
VANCE BROTHERS	2127	5,856 GALLONS ROAD OIL FOR CHIP & SEAL	0	00/00/0000	18,697.08
				Vendor Total:	18,697.08
MEGHAN K VORACEK	2720	COURT-LEGAL SERVICES 2/21/23-4/3/23	0	00/00/0000	780.00
				Vendor Total:	780.00
WATER UTILITY RESERVE FUND	1989	TRANSFER PER BUDGET	0	00/00/0000	5,000.00
				Vendor Total:	5,000.00
WORLD INSURANCE ASSOCIATES	2793	RENEWAL OF AVIATION INSURANCE EFFECTIVE 10/1/23	0	00/00/0000	1,380.00
				Vendor Total:	1,380.00

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3806 9/25/23

Date: 09/20/2023

Time: 3:51 pm

Page: 5

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Grand Total:	321,729.27
				Less Credit Memos:	0.00
				Net Total:	321,729.27
				Less Hand Check Total:	70,915.35
				Outstanding Invoice Total :	250,813.92
	Total Invoices:	84			

City Council Staff Report

Subject: KGGP LSSE Grant Acceptance
Author: Matt Simpson, Chief of Police
Department: Marysville Police
Date: 09/18/2023

Summary Recommendation:

On June 1st, 2023, the Marysville Police Department applied for the Local Safety and Security Equipment Grant program through the Kansas Governor’s Grant Program Office. The grant funding priority was for interoperability of radio communications. The MPD applied for funding to upgrade (8) of our current police radios with new technology.

On September 18th, 2023, the MPD was notified that our grant application was accepted. The total project is \$69,600 with a 10% match from the local agency.

With your approval:

The KGGP will fund 90% of the project in the amount of \$62,640.

The City of Marysville will fund 10% of the project in the amount of \$6,960.

This is a phenomenal opportunity to upgrade our police radios at a fraction of the cost.

We are requesting your approval to formally accept this grant from the KGGP. With your approval, we are further requesting to purchase (8) Harris XL-200 radios from KA-COMM of Manhattan in the amount of \$69,600 with \$62,640 being reimbursed.

Respectfully,
Chief Simpson

KANSAS GOVERNOR’S GRANTS PROGRAM
Local Safety and Security Equipment Grant Program
Grant Assurances

The subgrant award listed below is available pursuant to section 602 of Title VI of the Social Security Act established the Coronavirus State Fiscal Recovery Funds (State Fiscal Recovery Funds), as added by section 9901 of the federal American Rescue Plan Act of 2021 (ARPA) (codified in 42 U.S.C. 802(f); 42 U.S.C. 803 (f), as implemented in 31 C.F.R. 35.1 through 35.12), as awarded to the State of Kansas by the U.S. Department of the Treasury to provide moneys to the State of Kansas to use for expenditures to respond to the public health emergency or its negative economic impacts, to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers, to provide government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the public health emergency, and to make necessary investments in water, sewer, or broadband infrastructure.

The SPARK (Strengthening People and Revitalizing Kansas) Taskforce recommended the Kansas Department of Administration distribute ARPA State Fiscal Recovery Funds for the State Efficiency and Modernization program with the purpose of improving the accessibility and efficiency of delivery of State services to Kansans through investments in State facilities modernization, IT infrastructure, continuity of operations, and safety and security; and for replacement of wildland firefighting equipment. The SPARK Taskforce further recommended the Kansas Governor’s Grants Program (KGGP) distribute a portion of the ARPA State Fiscal Recovery Funds for the Local Safety and Security Equipment (LSSE) Grant Program. The funds distributed to the Subgrantee by the State of Kansas will be administered by the KGGP accordingly.

The Catalog of Federal Domestic Assistance, or CFDA, number for the State Fiscal Recovery Funds, under which LSSE funding is provided, is 21.027. This document contains information specific to this federal grant program.

The subgrant project awarded to **Marysville Police Department** (Subgrantee), Unique Entity Identifier: **T1FBM8K3BH97**, is for the total amount of **\$69,600**. The portion of the grant award funded by the LSSE grant is **\$62,640**. The portion of the grant award that must be funded by the Subgrantee is **\$6,960**. Grant project costs must be allocated to LSSE funds and match at the proportion documented within this paragraph. The use of match is restricted to the same guidelines, purposes, and allowable costs as the LSSE funds. Hereinafter, all references to the “grant award” or “grant project” are inclusive of both LSSE funds and match.

The grant project number for this subgrant award is **LSSE-21**. As stated in the Subgrantee application, the approved project description is:

To acquire (8) tri-band mobile radios that promote interoperability among 800, VHF and UHF.

_____ (initials of Authorized Certifying Official)

With acceptance of this grant award, the Subgrantee assures the following:

1. **AWARD PERIOD:** This grant award is for the period October 1, 2023, to December 31, 2024. The Subgrantee shall not allocate any expense made or incurred prior to October 1, 2023, or after December 31, 2024, to this grant award. The Subgrantee shall not allocate any expenditure for any activity, event, or conference that will occur outside the grant award period. All grant award expenses properly obligated on or before December 31, 2024, must be paid within 30 days following the end of the grant award period.

2. **APPROVED PURPOSES AND LIMITATIONS:** Grant project funds shall only be expended for the programs described in 42 U.S.C. 802(f);42 U.S.C. 803 (f), as implemented in 31 C.F.R. 35.1 through 35.12; for the purpose approved by the KGGP; in accordance with any terms and conditions the KGGP attaches to the grant award; and for approved LSSE activities, attributable to the LSSE approved project.

The Subgrantee shall not be approved to use grant funds as follows:

- To supplant federal, state, or local funds that would otherwise be available to improve the accessibility and efficiency of delivery of services to Kansans through investments in facilities modernization, IT infrastructure, continuity of operations, and safety and security; or for replacement of wildland firefighting equipment;
- For fundraising or research, either directly or indirectly;
- For purchase of land;
- To lease, construct, expand, acquire, remodel, renovate, repair, furnish, or make improvements to buildings or similar facilities or for other capital outlay or equipment not expressly authorized; or
- To pay debts or support other agency programs, initiatives, or expenses incurred by other activities beyond the scope of the approved LSSE project.

3. **SOLICITATION:** The Subgrantee shall be in compliance with the specifications outlined in the solicitation under which the submitted application was approved. The terms and conditions of the LSSE solicitation are hereby incorporated by reference into this grant award.

4. **LAWS AND REGULATIONS:** The Subgrantee shall comply with all applicable state and federal laws and regulations that include, among other relevant authorities, provisions of the LSSE grant program, Federal Program Guidelines, and ARPA and corresponding rules and regulations. In addition, a Subgrantee that enters into any contractual or mutual agreement in which a specific role or responsibility of the approved LSSE grant project is assumed by the partnering/contractual entity, will be responsible for assuring compliance with requirements in the Grant Assurances document is met by the partnering/contractual entity.

5. **REPORTING REQUIREMENTS:** The Subgrantee shall comply with any evaluative, statistical, or financial reporting requirements of the LSSE grant program or those set by the KGGP. Any grant requirement deadline not met in which there was not prior approval for an extension will result in consideration by the KGGP to suspend, decrease, or terminate the grant award. This requirement includes, but is not limited to, signed Grant

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Assurances, Special Conditions, financial reports, programmatic reports, and grant project compliance review requirements.

6. **SAM REGISTRATION AND UNIQUE ENTITY IDENTIFIER:** The Subgrantee shall maintain an active registration status in the [U.S. System for Award Management \(SAM\)](#) for the duration of the grant award period. The Subgrantee shall acquire and provide the KGGP with its unique entity identifier as required for SAM registration.
7. **TRAINING AND TECHNICAL ASSISTANCE:** The Subgrantee shall participate in KGGP-sponsored training or technical assistance events as required by the KGGP.
8. **PROCUREMENT PRACTICES:** The Subgrantee shall adhere to their own documented procurement procedures, consistent with their own laws and regulations, as well as with the procurement standards in Federal Office of Management and Budget (OMB) Uniform Guidance for Federal Awards, [2 C.F.R. Part 200](#) (200.318 through 200.327). The Subgrantee shall verify that any vendors/contractors utilized with these LSSE grant funds are not debarred/suspended from participation in federal programs and shall retain documentation of such verification.

The Subgrantee shall comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently \$250,000). The Subgrantee shall contact the KGGP for guidance in meeting the necessary requirements for prior approval.

The Subgrantee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. Documentation of research for such products must be maintained by the Subgrantee.

9. **ACCOUNTING:** Grant fund accounting, auditing, and monitoring procedures necessary to maintain records as the KGGP prescribes shall be employed to ensure fiscal control, proper management, and proper expenditure of grant project funds. The Subgrantee shall maintain books, records, documents, and other evidence to identify the costs directly associated with the delivery of services, specific outcomes, and benefits outlined in the approved grant application. This means at a minimum:
 - (a) The Subgrantee shall keep records that segregate the grant project federal funds from all other funds received by the Subgrantee, keep its accounting for this grant project separate from the accounting of other funds, and spend and report in accordance with the approved grant project budget by program and budget line items;
 - (b) The Subgrantee shall keep supporting documentation for all costs charged to this grant project. This includes payroll reports, time and activity records, purchase orders, invoices, travel authorizations, and other financial documentation for all paid expenses; the portion of the grant project supported by other sources of revenue; contracts for services; and other records that facilitate an effective compliance review; and

_____ (initials of Authorized Certifying Official)

- (c) The Subgrantee shall adhere to the applicable uniform (grants) administrative requirements, cost principles, and audit requirements set forth in the Federal OMB Uniform Guidance, [2 C.F.R. Part 200](#), the Kansas Department of Administration, U.S. Department of the Treasury, and the KGGP.
10. **ALLOWABLE COSTS:** All costs allocated to the LSSE grant project shall be consistent with the principles set out in the Federal OMB Uniform Guidance, [2 C.F.R. Part 200](#), Subpart E, and those permitted by the grant program’s authorizing legislation. Costs must be reasonable, allocable, and necessary to the grant project’s success.
11. **INDIRECT COSTS:** Any indirect cost rate applied to the LSSE grant project shall be approved by the KGGP prior to the application of such indirect costs against grant project expenditures. Further, the Subgrantee shall comply with Section 200.414 of the Federal OMB Uniform Guidance, [2 C.F.R. Part 200](#), Subpart E, and applicable appendices.
12. **AUDIT REQUIREMENTS:** The Subgrantee shall undergo a financial statement audit conducted by an independent certified public accountant for the applicable agency fiscal period(s) under which these grant funds are expended. Such audit must comply with the applicable Federal OMB Uniform Guidance, [2 C.F.R. Part 200](#), Subpart F, organizational audit requirements and the Single Audit requirements. The financial statements are or will be accessible by the public. Nonprofit subgrantees shall mail to the KGGP a copy of the audit report(s) related to expenditure of these LSSE funds.
13. **RECORDS:** All records shall be subject at all reasonable times to inspection, review, or audit by State personnel and other personnel duly authorized by the KGGP, as well as Federal personnel. All financial records, supporting documentation, statistical records, and all other records pertinent to the grant award shall be retained by the Subgrantee for at least five years following the closeout of the grant award.
- The Subgrantee shall cooperate with any assessments, national evaluation efforts, or information or data collection requests including, but not limited to, the provision of any information required for the assessment or evaluation of activities within this project.
14. **EQUIPMENT:** The Subgrantee shall submit reports detailing the purchase of equipment, with a unit cost of \$5,000 or more, within 30 days of the payment date. Equipment purchased through this grant project will continue to be used for the purpose it was purchased for as long as needed, whether or not the agency continues to be supported by a LSSE grant. The Subgrantee shall comply with all applicable procurement procedures and procure items through a competitive process. The Subgrantee shall contact the KGGP for guidance in meeting the necessary requirements.
15. **COMMUNICATIONS EQUIPMENT COMPLIANCE:** The Subgrantee shall provide safe and secure interactions and interoperability of communications and ensure compliance with Cybersecurity and Infrastructure Security Agency mandates.
16. **CIVIL RIGHTS AND NONDISCRIMINATION:** All grant projects provided by the Subgrantee shall comply with all applicable nondiscrimination requirements including, but

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not limited to, the ARPA; U.S. Department of the Treasury Nondiscrimination Regulations; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(d) *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; Subtitle A, Title II of the Americans with Disabilities Act (ADA) of 1990, as amended, 42 U.S.C. §12131 *et seq.*, Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; and the Age Discrimination Act of 1975, 42 U.S.C. §6101 *et seq.*

Kansas Executive Order (EO) 19-02: Pursuant to [EO 19-02](#), the Subgrantee shall expressly require all hiring must be on the basis of individual merit and qualifications and expressly prohibit discrimination based on race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position.

Kansas EO 18-04: Pursuant to [EO 18-04](#), the Subgrantee:

- Shall comply with all state and federal employment discrimination laws prohibiting sexual harassment and retaliation in the workplace;
- Shall establish agency policies regarding sexual harassment, discrimination, retaliation, confidentiality and anonymous reporting, applicability to intern positions, and training of the policy; and
- Shall conduct annual mandatory training seminars for all staff, employees, and interns in regard to the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

Civil Rights Contact: The name of the person who has lead responsibility for ensuring that all applicable civil rights requirements are met has been provided to the KGGP. This person shall act as a liaison in civil rights issues with the U.S. Department of the Treasury Department of Civil Rights and Equal Employment Opportunity.

Civil Rights Finding: In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the Subgrantee, the Subgrantee shall forward a copy of the findings to the KGGP and the U.S. Department of the Treasury Office of Civil Rights and Equal Employment Opportunity.

Civil Rights Policies and Procedures: The Subgrantee is required to have written policies and procedures in place to assure compliance with applicable civil rights laws, regulations, and policies.

Training: The Subgrantee assures all agency staff participate in annual training of its civil rights policies and procedures.

17. **EQUAL EMPLOYMENT OPPORTUNITY PROGRAM:** If required by federal and state law, the Subgrantee has formulated an equal employment opportunity program.

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18. EQUAL TREATMENT FOR FAITH-BASED AND OTHER NEIGHBORHOOD ORGANIZATIONS: All grant projects provided by the Subgrantee shall comply with the Equal Treatment for Faith-Based Organizations Regulation, 45 C.F.R. Part 87 and amendments thereto. The Subgrantee shall not discriminate against prospective program beneficiaries on the basis of religion. The Subgrantee shall not use grant funds for inherently religious activities, such as worship, religious instruction, or proselytization. Subrecipients of grants may still engage in inherently religious activities, but such activities must be completely separate in time or place from the grant-funded program and participation in such activities by individuals receiving services from the Subgrantee must be voluntary. Further, the Subgrantee shall not discriminate in the provision of services on the basis of a beneficiary’s religion, religious belief, refusal to hold a religious belief, or refusal to attend or participate in a religious practice.

19. LIMITATION ON LOBBYING ACTIVITIES: The Subgrantee shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government without the express prior written approval of the U.S. Department of the Treasury and the KGGP, in order to avoid violation of 18 U.S.C. §1913.

As required by 31 U.S.C. §1352 and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Subgrantee certifies that:

- (a) No federal appropriated funds have been or will be paid, by or on behalf of the Subgrantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, the Subgrantee shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions; and
- (c) The Subgrantee shall include the language of this certification in the award documents for all contracts entered into and shall certify and disclose accordingly.

20. LIMITED ENGLISH PROFICIENCY: Procedures are in place to ensure meaningful access by persons with limited English proficiency who are eligible for assistance or services from any Subgrantee program assisted under a LSSE grant award.

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21. **TEXT MESSAGING:** The Subgrantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant project, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers. Kansas law prohibits texting while driving (K.S.A. 8-15,111).
22. **DISCLAIMER OF LIABILITY:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any Subgrantee beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*) and shall not be held liable for the payment of damages resulting from the performance of installing, maintaining, or providing grant-funded services.
23. **INSURANCE:** The KGGP shall not purchase any insurance against loss or damage to any personal property purchased with grant project funds. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the Subgrantee shall bear the risk of any loss or damage to any personal property purchased with grant project funds.
24. **ADDITIONAL REQUIREMENTS:** The Subgrantee understands and agrees to comply with any additional requirements that may be imposed during the grant award period if the KGGP determines that it is warranted.
25. **MISUSE OF GRANT FUNDS:** Misuse of grant funds may result in a range of penalties, including suspension of current and future grant funds, suspension or debarment from state and/or federal grants, recoupment of monies provided under the grant award, and civil and/or criminal penalties.
26. **FRAUD, WASTE, AND ABUSE:** The Subgrantee shall promptly refer to the U.S. Department of the Treasury and the KGGP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim for LSSE grant funds under the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving LSSE grant funds.
27. **UNUSED FUNDS:** The Subgrantee shall return to the KGGP any unused grant funds on hand within 10 business days after the final Financial Status Report is due.
28. **FAILURE TO COMMENCE GRANT PROJECT:** If the activities described in the grant application have not commenced within 60 days after acceptance of the grant award, the Subgrantee shall report in writing the steps taken to initiate the grant project, the reasons for delay, and the expected starting date. If the activities have not commenced within the next 30 days of receipt of the above correspondence, a further statement in writing regarding the delay shall be submitted to the KGGP. Upon receipt of the second correspondence, the KGGP may terminate the grant and all unused grant funds shall be returned together with a complete accounting of all expenditures.
29. **RIGHT TO TERMINATE:** The KGGP reserves the right to terminate any grant award and cease payment to the Subgrantee for failure to comply with applicable laws,

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regulations, and/or terms and conditions of the grant assurances. Further, the KGGP may seek reimbursement of any or all grant funds and may reclaim any equipment, durable goods, and other property purchased with these grant funds if the Subgrantee fails to perform in accordance with the terms of the grant assurances and reporting requirements.

30. CORRESPONDENCE AND REPORTS: Grant Assurances shall be signed, scanned, and emailed to kggp@ks.gov or mailed to the **Kansas Governor’s Grants Program, Landon State Office Building, Room 304 North, 900 SW Jackson Street, Topeka, Kansas 66612-1220**. All other correspondence, reports, and documentation required by this grant shall be submitted by email to kggp@ks.gov or by mail to the KGGP address above.

31. SPECIAL CONDITION(S):

(a) **The Subgrantee shall attend a webinar training session regarding the Grant Assurances and Reporting Requirements at 9:00 am on September 28, 2023. The Zoom calendar invitations will be provided at a later date by email to the grant project primary contact. Failure to participate in the training could result in the interruption or suspension of the grant award.**

(b) **The Subgrantee shall submit to the KGGP at kggp@ks.gov a revised Project Narrative that includes how the request for a LSSE grant to fund the requested expenses is not supplanting other funds in the Justification of Need section, no later than October 5, 2023.**

(c) **The Subgrantee shall submit to the KGGP at kggp@ks.gov a revised Budget Summary Form to provide a detailed calculation in the line-item Explanation (or in a separate spreadsheet) since the quote provided does not equal the total project amount, no later than October 5, 2023.**

32. REQUIRED SIGNATURE:

As the Authorized Certifying Official, I have read and fully understand this Grant Assurances document. By signing, I accept the conditions stated in this document.

Signature of Authorized Certifying Official

Date

Type or Print Name of Authorized Certifying Official

Title

Address (Street, City, State, Zip Code)

_____ (initials of Authorized Certifying Official)



LOCAL SAFETY AND SECURITY EQUIPMENT (LSSE) GRANT PROGRAM

REPORTING REQUIREMENTS

FUNDING PERIOD

October 1, 2023, through December 31, 2024

KANSAS GOVERNOR'S GRANTS PROGRAM

785-291-3205 or kggp@ks.gov

PROCEDURES TO OPEN GRANT AWARD

The following grant award documents must be submitted to the Kansas Governor's Grants Program (KGGP) before the grant award is considered open:

Grant Assurances

The signed Grant Assurances must be received by the KGGP at kggp@ks.gov **no later than October 5, 2023**. Please note the Grant Project Number assigned to the grant project and any special conditions that may be included. The signature of the Authorized Certifying Official is required.

Budget Summary Form & Budget Narrative

A Budget Summary Form (BSF) for the grant award amount must be completed, signed, and returned by email to kggp@ks.gov along with a Budget Narrative **no later than October 5, 2023**.

GRANT REPORTING INFORMATION

The following policies apply to all grant reporting requirements set forth by the KGGP.

Late/Incomplete Reports

Subgrantees submitting a late, incorrect, or incomplete report will not receive a payment until the next scheduled payment for the next reporting period. Complete and correct reports must be received by **11:59 pm** on the date they are due. If the due date falls on a Saturday, Sunday, or State holiday, reports may be submitted by 11:59 pm the next business day following the due date.

Subgrantee Changes

The KGGP must be notified in writing within 10 days of the change if the Subgrantee has changes in the primary contact, mail/email address, or phone/fax numbers and email the information to kggp@ks.gov.

Reporting No Activity/Expenses

In any reporting period where no expenses were incurred or no activity took place, the required reports must still be filed. If no expenses were incurred, report a zero for the period. If no activity took place or no services were provided, report zero statistics and state why no activity took place for the period (see the "Failure to Commence Grant Project" Grant Assurance to ensure full compliance with requirements).

Period-End Obligations

If the Subgrantee incurs obligations during the grant project reporting period that will be paid in the first month following the end of the grant project period, the Subgrantee must report those obligations appropriately in the December 2024 Financial Status Report. Upon expenditure for those obligations, the Subgrantee will submit a "FINAL" Financial Status Report reflecting it as "Period Expenditures" in the first month following the end of the grant project period. The Subgrantee must pay for obligations within 30 days after the end of the grant project period.

Extensions

A Subgrantee may request in writing an extension to submit a report late. Only under exceptional circumstances are extensions allowed (e.g. staff changes, medical emergencies). If an extension request

is received on or before the due date of the report, a payment may be issued upon submission of the report. Staff will contact the Subgrantee to discuss the timeline for the extended report and grant payment. Extension requests may be emailed to kggp@ks.gov.

GRANT REPORTING FORMS

When completing the reporting forms and when contacting the KGGP, Subgrantees must use the Grant Project Number provided in the Grant Assurances. The following reports must be completed during the grant project period. All reports must be received on or before the required dates. **Reports received after the due dates are considered non-compliant. Repeatedly late and/or incorrect reports may result in the withholding of grant funds until the Subgrantee submits required reports and comes into compliance.** Reports may be emailed to kggp@ks.gov.

Financial Status Report (attached form)

Submit this report within **10 calendar days** after the end of each month. Reported “Period Expenditures” must reflect actual Subgrantee cash outlays only; any accrued expenses may be reflected in the report as “Obligations.” All reported amounts for each budget category subtotal must be rounded off to the nearest whole dollar.

Projection of Final Expenditures (Grant Portal)

Submit this report by email to kggp@ks.gov **no later than October 10, 2024**. This report is a projection of the Subgrantee’s expenditures for the final quarter of the grant project period.

Grant Project Narrative Report (attached form)

Submit this report by email to kggp@ks.gov no later than **January 10, 2025**.

Equipment Inventory Form (attached form)

This report is due 30 days after the date of payment and must be submitted by email to kggp@ks.gov. Subgrantees are required to fill out this form if equipment is purchased with a useful life of one year or more and a **cost of \$5,000** or more per unit.

GRANT PAYMENTS

Payment Process

Subgrantees must be enrolled in direct deposit with the State of Kansas. If direct deposit is not currently established with the State of Kansas, or if the Subgrantee has a change in banking information at any time during the grant project period, contact kggp@ks.gov to request a copy of the proper Authorization for Electronic Deposit form. Subgrantees should receive grant payments within approximately two weeks after the due date of the required report(s). All reports received that are complete, correct, and received on the due date are issued a payment, as long as funds are available and as long as the Subgrantee is in compliance with the grant award. Subgrantees submitting a late, incorrect, or incomplete report will not receive a payment until the next scheduled payment.

Reimbursements

Payments are issued on a monthly reimbursement basis, contingent upon compliance with reporting requirements and availability of funds. The reimbursement amount is determined by the period expenditures as reported on the monthly Financial Status Report.

Advance Funds

Subgrantees may request an advance if there is an unexpected or extreme need for grant funds prior to the next scheduled payment. Any advances that are approved must be liquidated by the Subgrantee within 10 days of the payment date. To request an advance, a letter must be emailed to the KGGP at kggp@ks.gov, at which time the following criteria will be considered by KGGP staff:

1. The timeliness and accuracy of all grant reports (both financial and programmatic reports);
2. The amount of funds requested;
3. The approved budget line item for which advance funds are being requested;
4. The need for the Subgrantee to receive funds immediately;
5. The Subgrantee's reserve amount and why the reserve cannot be used temporarily; and
6. What efforts the Subgrantee is making to have accessible cash flow.

The Subgrantee must address numbers two through six in the written request. The Subgrantee will be notified by KGGP staff regarding the decision. If the request for an advance payment is approved, the Subgrantee can expect a deposit to be made in approximately five business days.

Late Fees/Charges

Subgrantees are responsible for paying for grant-funded goods and services in a timely manner. Grant funds may not be used to pay late fees, finance charges, interest, or any other costs associated with late or overdue bills. All costs assessed to the Subgrantee for late or overdue bills are the sole responsibility of the Subgrantee.

BUDGET REVISION REQUESTS

Any modification to the Subgrantee's grant award budget must **first** be approved by the KGGP. The Subgrantee shall make every effort to submit budget revision requests prior to the effective date of the proposed changes. No budget revision requests will be accepted after **October 10, 2024**.

Revision Request

A request to reallocate dollars between approved line items in the Subgrantee's grant project budget is allowed, provided the change does not affect the scope of the grant project.

The following must be submitted to request a revision:

Budget Justification - Submit a request that explains the need for the revision and the amount of grant funds that are reallocated. Budget revisions may only be requested within approved line items; funds cannot be moved into a new line item during the grant project period except under extreme circumstances. The document may be emailed to kggp@ks.gov.

Budget Summary Form - Attach to the Budget Justification a revised Budget Summary Form reflecting the new requested budget. This form must be filled out completely and signed by the Subgrantee for the request to be considered. The document may be emailed to kggp@ks.gov.

Budget Narrative - Attach to the budget revision request a revised Budget Narrative reflecting the new requested budget. The document may be emailed to kggp@ks.gov.

Approval/Denial

KGGP staff will respond by email to the Subgrantee's request within 15 business days. There is no limit to the number of budget revisions a Subgrantee can request. However, frequent or repeated requests may raise concerns in regard to the Subgrantee's budgeting practices. **No budget revisions may be requested after October 10, 2024.**

An approval to allow a budget revision is effective as of the date of the approval. If the Subgrantee requires the budget revision to be retroactive or effective on a prior date, then the Subgrantee must make that need clear in the original revision request. However, as noted above, it is the policy of the KGGP to require **prior** approval.

EQUIPMENT AND CONTRACTS

Equipment (form attached)

Subgrantees are required to fill out this form if equipment is purchased with a useful life of one year or more and a purchase **cost of \$5,000** or more per unit. The Subgrantee shall follow its agency written policies and procedures for purchasing equipment, such as purchasing approval, needs assessment, soliciting bids, etc. For each equipment purchase, the Subgrantee must submit by email to kggp@ks.gov the following information within 30 days of the payment date:

- Description of the equipment;
- Serial number or other identification number;
- Source of the equipment;
- Identification of who holds the title;
- Acquisition date;
- Cost of the equipment;
- Cost charged to grant;
- Percentage of grant fund participation in the cost of the equipment;
- Location of the equipment; and
- Use and condition of the equipment.

An Equipment Inventory Form is attached that includes the requirements listed above. The Subgrantee is responsible for maintaining inventory records that can be reviewed at any time by KGGP staff. In addition, the Subgrantee is responsible for providing justification as to the need and use of the equipment. The amount of time the equipment is used for the grant project must be equal to or more than the percentage of the purchase cost that was covered by grant project funds. In some instances, this may require a usage tracking system to be in place.

Procurement of Contractual Services

The Subgrantee shall follow its agency's written procurement procedures, provided that the procurement conforms to applicable federal and state law. All procurement transactions, whether negotiated or competitively bid, shall be conducted in a manner that provides maximum open and free competition. Any noncompetitive approach in a procurement contract that would exceed \$250,000 must have specific prior approval.

Disposal of Equipment

The Subgrantee shall submit a written request to the KGGP for prior approval to dispose of equipment costing **\$5,000** or more per unit and purchased with LSSE funds. The request should include the Grant Project Number the equipment was purchased under, name of equipment, date of purchase, purchase price, current fair market value, reason for disposal, and how the equipment will be disposed (i.e. trash, sold, donated, trade-in, etc.).

KGGP staff will respond in writing to the Subgrantee's request within 30 days.

COMPLIANCE REVIEWS

Subgrantees are subject to a desk compliance review, by KGGP staff, which will include review of all the back-up documentation required for reimbursement. Subgrantees will be contacted two to three weeks prior to the review. The Subgrantee will be notified by email when the review is complete.

AUDIT REQUIREMENT

Agencies expending \$750,000 or more in federal funds during its fiscal year must complete a Single Audit as stipulated in the [Federal OMB Uniform Guidance, 2 C.F.R. Part 200, Subpart F](#).

CLOSEOUT PROCEDURES

During closeout, KGGP staff evaluates all grant required work performed by the Subgrantee. When all work is complete and all necessary follow-up action is taken, the grant file is closed. The following items must be submitted for the grant to be closed.

Projection of Final Expenditures

This report is due by 11:59 p.m., **October 10, 2024**. This report must be completed as accurately as possible to reflect the anticipated remaining expenses of the grant project.

Grant Project Narrative Report

This report is due by 11:59 pm, **January 10, 2025**. Staff ensures that the report was timely, the Subgrantee conducted its grant project in accordance with approved goals and objectives, and the Subgrantee completed the report in accordance with the instructions provided by the KGGP.

Financial Status Report

This report is completed monthly, with the final Obligations Financial Status Report due by 11:59 pm, **February 10, 2025**. Staff ensures that the reports were timely, grant funds were expended in accordance with the approved budget, and any excess grant funds were returned to the KGGP.

Equipment Inventory Form

This form is completed within 30 days after the date of payment of the equipment purchased with grant funds. Staff ensures all expenditures made in the equipment budget line item have inventory information on file.

Grant Project Compliance Review

The Subgrantee will receive a desk compliance review. Any issues raised during the compliance review must be resolved before the grant file is closed.

When there are issues preventing the closeout of a grant, the Subgrantee is notified in writing via email and requested to take corrective action. After all of the criteria have been satisfied, the grant file is closed and a closeout notice is sent to the Subgrantee via email.

Agency: _____

Date: _____

BUDGET SUMMARY FORM			
BUDGET CATEGORY:	LSSE	MATCH	KGGP USE ONLY
EQUIPMENT			
A. Equipment for Critical Upgrades			
Explanation:			
Subtotal			
B. Support for Updated Interoperability Communications Systems			
Explanation:			
Subtotal			
C. Wildland Firefighting Equipment (New)			
Explanation:			
Subtotal			
D. Wildland Firefighting Equipment (Replacement)			
Explanation:			
Subtotal			
E. Supplies			
Explanation:			
Subtotal			
TOTAL AWARD:			

The Local Fiscal Recovery Funds or Local Assistance and Tribal Consistency Funds may be used for the required match.

1. Total Grant Project (must reconcile with page one of the Grant Assurances): _____
2. LSSE Award (no more than 90 percent of Total Grant Project): _____ % _____
3. Cash Match Amount (no less than 10 percent Total Grant Project): _____ % _____
4. Match Source(s): _____

Signature of Authorized Certifying Official

KANSAS GOVERNOR'S GRANTS PROGRAM

LANDON STATE OFFICE BUILDING, 900 SW JACKSON, ROOM 304 N, TOPEKA, KS 66612

FAX: (785) 291-3204

kggp@ks.gov

FINANCIAL STATUS REPORT

(Due 10 Days After Close of Each Month, or the First Business Day, by 11:59 PM)

**LSSE
FY 2024**

The information provided on this report will be used to monitor grantee cash flow.

No further monies or other benefits may be paid out under this program unless this report is completed and filed as required by existing law and regulations.

1. NAME AND ADDRESS OF SUBGRANTEE ORGANIZATION	2. GRANT PROJECT NUMBER	3. VENDOR IDENTIFICATION NUMBER OR FEDERAL EMPLOYER IDENTIFICATION NUMBER	4. FINAL REPORT <input type="checkbox"/> YES <input type="checkbox"/> NO
	5. BASIS OF ACCOUNTING <input type="checkbox"/> Cash <input type="checkbox"/> Accrual	6. PROJECT PERIOD FROM: 10/01/2023 TO: 12/31/2024	7. REPORT PERIOD (MO, DAY, YR) FROM: TO:

GRANT FUND EXPENDITURES AND OBLIGATIONS BY BUDGET CATEGORY

BUDGET CATEGORY	APPROVED BUDGET	PERIOD EXPENDITURES	TO DATE EXPENDITURES	CARRY-OVER	OBLIGATIONS	FUNDS REMAINING
A. Equipment for Critical Upgrades						
B. Support for Updated Interoperability Communications Systems						
C. Wildland Firefighting Equipment (New)						
D. Wildland Firefighting Equipment (Replacement)						
E. Supplies						
F. Total Expenditures						

CERTIFICATION

CERTIFICATION I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS REPORT IS CORRECT AND COMPLETE AND REPRESENTS ACTUAL EXPENDITURES OF FUNDS FOR THE PERIOD COVERED AND FOR THE GRANT TO DATE.	AUTHORIZED CERTIFYING OFFICIAL (Type or Print)	TELEPHONE NUMBER		
		AREA CODE	NUMBER	EXT.
		FOR KGGP USE		
	SIGNATURE	DATE	APPROVED BY KGGP	DATE APPROVED

LSSE FINANCIAL STATUS REPORT

(Due 10 Days After Close of Each Month, or the First Business Day, by 5:00 PM)

1. Name and address of subgrantee organization.
2. Grant Project Number--Use the number given to the subgrantee from the Kansas Governor's Grants Program in the Grant Assurances.
3. Vendor Identification Number or Federal Employer Identification Number--City or county vendor number if government subgrantee, or federal employer identification number if not for profit subgrantee.
4. Final Report--Mark "Yes" only when submitting the last monthly Financial Status Report for the entire grant project period.
5. Basis of Accounting--Indicate whether the subgrantee's accounting system is cash or accrual basis for recording transactions related to this grant award.
6. Grant Project Period--Dates of the funding cycle, October 1, 2023 through December 31, 2024.
7. Report Period--Month in which the subgrantee is reporting financial information.

Budget Category:

All amounts should be rounded off to the nearest whole dollar and no amounts reported should carry a negative balance.

Approved Budget--List approved grant amount for each budget category, per the Budget Summary Form. This column represents the total grant award. Refer to the Budget Revision Requests policy within the Reporting Requirements to address any changes made to this column.

Period Expenditures--Amount of grant funds spent in each budget category during the month in which the subgrantee is reporting. This includes only cash expenditures, not accruals or obligations incurred.

To-Date Expenditures--Amount of grant funds in each budget category spent since grant project period began including the current reporting period, or the accumulated total of Period Expenditures reported as of this date.

Carry-Over--Any grant funds received but not yet spent, meaning cash on hand at the end of the month. Only a total is required, not a break-down per budget category. This should be zero unless the subgrantee requested and received an advance prior to the report period.

Obligations--Any expense that was incurred during the month in question, but not yet paid. Only report information in this column if the subgrantee uses accrual basis accounting, and only report expenses that will be paid in the next month with grant funds or non-federal match funds.

Funds Remaining--Amount of funds in each budget category that have not been expended or obligated as of this date.

Total all columns and sign. There must be a signature on the Financial Status Report or it will be returned to the subgrantee organization.

KANSAS GOVERNOR'S GRANTS PROGRAM
LANDON STATE OFFICE BLDG, ROOM 304 N, 900 SW JACKSON, TOPEKA, KS 66612

EQUIPMENT INVENTORY FORM
DUE WITHIN 30 DAYS OF PAYMENT DATE

Subgrantees are required to fill out this form if equipment is purchased with a useful life of one year or more and a **cost of \$5,000** or more per unit. The Subgrantee shall follow its agency written policies and procedures for purchasing equipment, such as purchasing approval, needs assessment, soliciting bids, etc. This form must be submitted within 30 days of payment by email to kggp@ks.gov. A copy also should be retained in the Subgrantee's grant file.

Name of Subgrantee Organization: _____

Grant Project Number: _____

Name and Phone Number of Individual Completing Form: _____

Description of Equipment: _____

Quantity Purchased: _____

Serial (or other identification) Number: _____

Source of the Equipment: _____

Identification of Who Holds the Title: _____

Acquisition Date: _____ Paid Date: _____

Location of Equipment: _____

New/Used (circle one) Equipment on Date of Purchase. If Used, Condition of Equipment: _____

Total Purchase Cost of Equipment:	\$ _____		
Cost Charged to Grant Project:	\$ _____	Grant Project Percentage of Total Cost:	_____ %
Federal Funds:	\$ _____	Federal Portion of Cost Charged to Grant Project:	_____ %
Non-Federal Match:	\$ _____	Non-Federal Match Portion of Cost Charged to Grant Project:	_____ %

EXAMPLE:

Total Purchase Cost of Equipment:	\$5,598		
Cost Charged to Grant Project:	\$5,598	Grant Project Percentage of Total Cost:	100%
Federal Funds:	\$5,038	Federal Portion of Cost Charged to Grant Project:	90%
Non-Federal Match:	\$560	Non-Federal Match Portion of Cost Charged to Grant Project:	10%

The Subgrantee agrees that equipment purchased through this grant project will continue to be used for the purpose it was purchased for as long as needed, whether or not the grant project continues to be supported by this grant program. Further, the Subgrantee assures that services provided which utilize the equipment purchased by this grant project will continue to be reported to the Kansas Governor's Grants Program annually for as long as the equipment is used.

Entered by the Kansas Governor's Grants Program: _____

Date: _____

KANSAS GOVERNOR'S GRANTS PROGRAM

LANDON STATE OFFICE BLDG, ROOM 304 N, 900 SW JACKSON, TOPEKA, KS 66612

kggp@ks.gov

**PROJECTION OF FINAL EXPENDITURES
DUE OCTOBER 10, 2024**

Name of Subgrantee Organization: _____

Grant Project Number: _____

Name of Individual Completing Form: _____

Phone Number: _____

Email Address: _____

1. Grant Award Amount (Federal Portion): _____
2. Expenditures Reported First **Three** Quarters:
(Federal Portion) _____
3. Projected **Fourth** Quarter Expenditures: + _____
(Federal Portion)
4. Total Expenditures (Federal Portion): = _____
5. Funds Remaining (Federal Portion): (line 1 minus line 4) _____

Please provide the most accurate information possible. The Subgrantee will not be held to these figures if actual fourth quarter expenditures exceed projections, nor will the Subgrantee be penalized in subsequent years if projections reflect funds remaining at the completion of the grant project period. However, major discrepancies between projected and actual 4th quarter expenditures will raise concerns regarding the Subgrantee's grant management and budgeting practices. If the Subgrantee has submitted a budget revision request prior to the October 10th deadline, the pending revision request should be taken into consideration when completing this form.

Entered by the Kansas Governor's Grants Program:

Date:

KANSAS GOVERNOR'S GRANTS PROGRAM
 LANDON STATE OFFICE BLDG, 900 SW JACKSON, ROOM 304 N, TOPEKA, KS 66612

**LSSE
 FY2024**

kggp@ks.gov

GRANT PROJECT NARRATIVE REPORT

Due 10 days after the end of the grant period by 11:59 PM

The information provided on this report is used to review progress on the funded grant project. No further monies or other benefits may be paid out under this program unless this report is completed and filed as required by existing laws and regulations. The information in this report is shared with the U.S. Department of Justice, Bureau of Justice Assistance and the Kansas Governor's Grants Program.

1. NAME AND ADDRESS OF SUBGRANTEE ORGANIZATION	2. GRANT PROJECT NUMBER	3. GRANT AMOUNT
	4. REPORTING PERIOD (MM/DD/YYYY)	
	FROM:	TO:
	5. PHONE NUMBER	6. DATE OF REPORT

7. NAME AND TITLE OF AUTHORIZED AGENCY REPRESENTATIVE	8. SIGNATURE
--	---------------------

PLEASE DESCRIBE THE OUTCOME MEASURES LISTED BELOW. A SEPARATE SHEET OF PAPER MAY BE USED AND ATTACHED, BUT SHOULD NOT REPLACE THIS FORM.

9. Increase in interoperability of communications for service delivery through post-incident reporting or other proposed methods.

10. Progress in adherence to the federal communication encryption standards through pre-/post-grant status reports.

11. Increase in efficiency in delivery of services through post-award reporting.

12. Overall positive impact of the LSSE grant award.

Approved by Kansas Governor's Grants Program:

Date:



L3HARRIS™
FAST. FORWARD.

THE XL FAMILY OF MOBILE RADIOS

Go with Confidence. Go with Connectivity.



YOUR VEHICLE JUST GOT MORE POWERFUL

Your job takes you into challenging locations, sometimes far from your team. With different terrains and demands you face, you'll know the XL FAMILY of Mobile Radios will help keep you connected to the people and information you need to do your job well.

CONNECT IN MORE PLACES

The single-band XL-185M and multiband XL-200M deliver robust voice and data over nationwide LTE that is AT&T® and Verizon certified and FirstNet Ready™. Built-in LTE connectivity transforms these rugged P25 mobiles into an on-the-go communications hub, providing hot spot capabilities to help keep you connected through an LMR or LTE network where you're needed.

XL FAMILY FAMILIARITY

The XL FAMILY of Mobile Radios continues our heritage of equipping First Responders to do their work remarkably well. Engineered to have the same powerful features as the XL portable radios including exceptional audio, an intuitive interface, GPS and built-in encryption, the XL mobiles will help you maximize efficiency and performance even in challenging environments.





READY TO ROLL

With the XL FAMILY of Mobile Radios, you're ready to go with decades of L3Harris experience behind you.

In an emergency or at a remote location, you need to get things done quickly and efficiently. The XL FAMILY of Mobile Radios have an intuitive user interface, high-visibility display and are engineered for the unique demands of Utilities and Public Safety—letting you get behind the wheel with confidence.



XL FAMILY OF MOBILE RADIOS KEY FEATURES

AUDIO EXCELLENCE

Includes up to 5 speaker outputs and a tough, ergonomic digital microphone that delivers crystal clear audio and advanced noise cancellation.

STANDARD WI-FI®, BLUETOOTH® AND GPS

Enhanced connectivity options come standard so you can go more places.

SECURE, RUGGED AND RELIABLE

Multiple encryption options keep communications protected. Meets MIL-STD-810G standards for tough conditions.

INTUITIVE USER INTERFACE

High-visibility 3.3-inch color LCD display, 8 programmable buttons and simple menu access.

MODULAR DESIGN

A standard rail-mount system supports flexible mounting configurations, reducing total cost of ownership.

NATIONWIDE LTE RIGHT OUT OF THE BOX

Choose the option of having SIM card already installed and ready for activation.



FAST. FORWARD.



The XL FAMILY of Mobile Radios

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L3Harris Technologies is an agile global aerospace and defense technology innovator, delivering end-to-end solutions that meet customers' mission-critical needs. The company provides advanced defense and commercial technologies across air, land, sea, space and cyber domains.

FirstNet and FirstNet Ready are registered trademarks and service marks of the First Responder Network Authority.



XL-200M MOBILES

Band: VHF, UHF, 700/800, 900
 Product Code: XZ



XL-200M Mobile with XL-CH

The XL-200M mobiles are multi-application radios that can operate on the following systems:

- ProVoice™
- EDACS®
- P25 Trunking
- P25 Conventional
- Conventional

XL-200M Desktop Cabinet

All XL-200M orders must be placed through the Product Configurator. The following is for information only.

E/C	Model No.	List Price \$	Description
1. Transceiver (All models below include the P25 Conventional Operational Mode Package)			
C	XZ-MPM1M	3,815.00	MOBILE, XL-200M, MULTIBAND
C	XZ-MPM1M-NA*	3,815.00	MOBILE, XL-200M, MULTIBAND, LTE, NA
C	XZ-MPM1M-INTL*	3,815.00	MOBILE, XL-200M, MULTIBAND, LTE, INTL
*WARNING: Effective February 15, 2022, in order to provide LTE operation, all -NA or -INTL model radios MUST also have the XZ-PL8T, LTE Operation feature bit, selected.			
N	XZ-PL8T	1,960.00	FEATURE, LTE
Frequency Band Options (Select any combination of bands)			
N	XZ-PL4J	550.00	FEATURE, VHF BAND
N	XZ-PL4K	550.00	FEATURE, UHF BAND
N	XZ-PL4L	550.00	FEATURE, 7/800 MHZ BAND
N	XZ-PL9D	550.00	FEATURE, 900 MHZ BAND
2. Antennas			
N	XZ-AN9B	500.00	ANTENNA, LTE-WIFI-GPS, LOW-PROFILE, BLK
N	XZ-AN9C	500.00	ANTENNA, LTE-WIFI-GPS, LOW-PROFILE, WHT
N	XZ-AN7G	250.00	ANTENNA, FLEX, HEAVY-DUTY
N	XZ-AN3H	75.00	ANTENNA, ELEMENT, 700/800, 900, 3DB
N	XZ-AN8A	210.00	ANTENNA, ELEMENT, FLEXIBLE, V/U/700/800
N	XZ-AN8D	100.00	ANTENNA, ELEMENT, 700/800 3DB
V	AN-025137-009	200.00	ANTENNA, YAGI, 900 MHZ, 10DB GAIN
V	AN-025137-010	435.00	ANTENNA, 700/800 MHZ, 6.5DB GAIN, YAGI

For keyloader, see section 9.

EXPORT CONTROL NOTE: Our products may require a validated Export License issued by the Department of Commerce prior to exporting from the United States.

Latest Products and Pricing on the Web
<https://premier.pspc.harris.com/infocenter/>



XL-200M MOBILES

Band: VHF, UHF, 700/800, 900

Product Code: XZ

E/C	Model No.	List Price \$	Description
2. Antennas (Cont'd)			
N	XZ-AN8H	510.00	ANTENNA, YAGI, 800 MHZ, 10DB GAIN
N	XZ-AN8J	729.00	ANTENNA, YAGI, 700 MHZ, 10DB GAIN
N	XZ-AN8K	375.00	ANTENNA, YAGI, UHF-H 470-512 MHZ, 9DB
V	AN-025137-005	230.00	ANTENNA, YAGI, UHF-H 440-480 MHZ, 10DB GAIN
V	AN-025137-004	230.00	ANTENNA, YAGI, UHF-L 406-440 MHZ, 9DB GAIN
V	AN-025137-003	230.00	ANTENNA, YAGI, UHF-L 375-403MHZ, 10DB GAIN
N	XZ-AN3L	160.00	ANTENNA, GPS, MAGNETIC MOUNT
N	XZ-AN5F	155.00	ANTENNA, GPS, ROOF MOUNT
N	XZ-AN6U	80.00	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS
N	XZ-AN6W	85.00	ANTENNA, BASE, THICK ROOF MOUNT LOW LOSS
N	XZ-AN6Z	175.00	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS GPS
N	XZ-AN6Y	90.00	ANTENNA, BASE, MAGNETIC MOUNT LOW LOSS
N	XZ-AN7H	100.00	MOUNT, NMO ANTENNA, MAGNETIC, HEAVY-DUTY
3. Operational Mode Packages*			
NB	XZ-PKGPT	1,600.00	FEATURE PACKAGE, P25 TRUNKING Includes Status Message
NB	XZ-PKGED	1,600.00	FEATURE PACKAGE, EDACS TRUNKING Includes analog trunking, ProVoice™ digital trunking, and Extended Addressing (EA). Supports 800 MHz 9600 Wideband and 900 MHz 9600 Narrowband for EDACS only. Does not support EDACS VHF/UHF
NB	XZ-P25ED	2,200.00	FEATURE PACKAGE, P25 & EDACS TRUNKING Includes Status Message
N	XZ-ABR	0.01	FEATURE PACKAGE, ABR An ABR license for Symphony™ is required to enable this option
N	XZ-LTE-NA-UG	1,960.00	UPGRADE KIT, XL-200M, LTE, NA
N	XZ-LTE-INTL-UG	1,960.00	UPGRADE KIT, XL-200M, LTE, INTL
N	BM-PKGCL-XL	365.00	APP, BEON XL RADIO FAMILY BeOn Client License enabling the LTE radio to provide PTT over LTE or WiFi networks. A BeOn Server is required to enable this option.
N	XZ-PL6A	365.00	FEATURE, MCPTT For MCPTT Client only. Requires subscription service and LTE modem for operation.

*All Trunking Operational Mode Packages include Emergency, Dynamic Regroup, ProScan™, Priority System Scan, and 1024 systems/groups.

XL-200M MOBILES

Band: VHF, UHF, 700/800, 900
 Product Code: XZ

E/C	Model No.	List Price \$	Description
4. SIM Cards			
N	XZ-SV1V	10.00	BROADBAND, SIM CARD, VERIZON Removable Nano SIM that can be added through the product configurator
N	XZ-SV1T	10.00	BROADBAND, SIM CARD, AT&T Removable Nano SIM that can be added through the product configurator
N	XZ-SV1F	10.00	BROADBAND, SIM CARD, FIRSTNET Removable Nano SIM that can be added through the product configurator. Broadband Managed Services is not an option for FirstNet services. Please contact your cognizant AT&T consultant to activate devices on FirstNet.
5. Device Management			
N	RE-XL002	60.00	DEVICE MGMT ANNUAL SUBSCRIPTION
6. Encryption Options*			
N	XZ-PL4U	0.01	FEATURE, XL200M SINGLE-KEY DES ENCRYPTION**
N	XZ-PL9E	0.01	FEATURE, XL200M SINGLE-KEY AES ENCRYPTION**
N	XZ-PL8Y	0.01	FEATURE, ENCRYPTION LITE***
N	XZ-PKG8F	750.00	FEATURE, 256-AES, 64-DES ENCRYPTION (Includes 256-B AES Encryption and 64-B DES Encryption for P25 & ProVoice)
*Ordering multi-key AES provides full P25 CAP compliance.			
**Single-Key DES and Single-Key AES are available for P25 Conventional and P25 Trunked operation. Neither is available for EDACS operation.			
***Encryption Lite is standard on digital operational modes and is not available for EDACS. Encryption Lite must be selected in the Product Configurator.			
7. Software Features			
Software Options			
N	XZ-PL4E	250.00	FEATURE, CONVENTIONAL VOTE SCAN
N	XZ-PL9U	125.00	FEATURE, XL-LINK
*1024 systems/groups is a standard feature			
P25 Software Options			
N	XZ-PL5L	625.00	FEATURE, OTAR
N	XZ-PL9L	650.00	FEATURE, HIGH VELOCITY DATA TDMA
NB	XZ-PKGPD	350.00	FEATURE PACKAGE, P25 DATA Includes MDT and Radio TextLink
N	XZ-PL9N	325.00	FEATURE, TDMA CC
N	XZ-PL5K	350.00	FEATURE, P25 OTAP PROFILE
N	XZ-PL9K	300.00	FEATURE, VIDA ID
N	XZ-PL4F	250.00	FEATURE, PHASE 2 TDMA

XL-200M MOBILES

Band: VHF, UHF, 700/800, 900

Product Code: XZ

E/C	Model No.	List Price \$	Description
7. Software Features (Cont'd)			
P25 Software Options (Cont'd)			
N	XZ-PL8M	175.00	FEATURE, EDATA
N	XZ-PL8N	300.00	FEATURE, IN-BAND GPS
N	XZ-PL9F	275.00	FEATURE, P25C FALLBACK/MS FAILSOFT Required for Motorola customers using P25C Failsoft on a Motorola System. This feature is not needed for L3Harris-only systems
N	XZ-PL9G	275.00	FEATURE, 3000 ALIASES When feature is enabled, users can write all 3000 configured aliases to the radio without incident. When feature is not enabled, users will only be able to use the I-Call list of 255 entries maximum
N	XZ-PL9H	175.00	FEATURE, 250 ZONES Enable this feature if planning to configure radio with more than 50 zones. RPM2 can configure up to 250 zones; however, radio will only store the first 50 if this feature is not enabled
N	XZ-LLA	125.00	FEATURE, LINK LAYER AUTHENTICATION
N	XZ-SP2V	0.01	FEATURE, FEDERAL/INTERNATIONAL STANDARD This feature can only be configured for customers that are NOT FCC regulated such as Federal (NTIA) and International customers.
8. Control Unit (Select one)			
C	XZ-CP6A	1,650.00	CONTROL UNIT, XL-CH
9. Microphone (Select one)			
N	XZ-MC6B	325.00	MICROPHONE, XL-MOBILE, KEYPAD
N	XZ-MC6A	105.00	MICROPHONE, XL, STANDARD MOBILE
10. Mounting Kit			
N	XZ-MA4A	600.00	KIT, MOUNTING XL-MOBILE UNIVERSAL Front and Remote Mount
N	XZ-MA4B	153.00	BRACKET, MOUNTING, VCH
N	XZ-MA4C	68.00	BRACKET, MOUNTING, XL CONTROL HEAD
N	XZ-MA4D	50.00	KIT, MOUNTING RAIL PLATE

XL-200M MOBILES

Band: VHF, UHF, 700/800, 900
 Product Code: XZ

E/C	Model No.	List Price \$	Description
11. Miscellaneous			
XL-200M Desktop			
N	XZ-CA6L	650.00	CABINET, XL DESKTOP Includes desktop cabinet and power supply. The radio, control head, control head mounting bracket, cables, and accessories are all sold separately.
N	XZ-CA6M	250.00	CABLE, XL DESKTOP, ACCESSORY
N	XZ-AB2E	255.00	FOOTSWITCH, XL-MOBILE, SINGLE
N	XZ-MC6C	245.00	MICROPHONE, XL-MOBILE, DESKTOP
N	XZ-CA6R	175.00	CABLE, POWER, Y-SPLIT, DESKTOP
Motorcycle Kit			
N	XZ-MA4E	1,100.00	KIT, INSTALLATION, MOTORCYCLE, XL-200M
Additional Accessories			
N	XZ-LS6A	60.00	SPEAKER, EXTERNAL, MOBILE Requires an accessory cable
Programming and Option Cables			
N	XZ-CA6A	16.00	CABLE, XL-MOBILE, ETHERNET, 45CM
N	XZ-CA6B	42.00	CABLE, XL-MOBILE, ETHERNET, 9M
N	XZ-CA6E	325.00	CABLE, XL-MOBILE, SPEAKER & USB
N	XZ-CA6F	222.00	CABLE, XL-MOBILE, SPEAKER ACCY
N	XZ-CA6G	198.00	CABLE, XL-MOBILE, USB DATA
N	XZ-CA6H	275.00	CABLE, XL-MOBILE, ACCESSORY
N	XZ-CJ3X	275.00	CABLE, XL-MOBILE, KVL KEYLOADING
N	XZ-CA6P	235.00	CABLE, XL-MOBILE, USB AND RS232
N	XZ-CA6W	200.00	CABLE, SYMPHONY, BACKUP RADIO INTF, BASIC
N	XZ-CA6T	225.00	CABLE, POWER, Y-SPLIT, LONG
N	XZ-CA6J	119.00	CABLE, POWER, Y-FRONT MOUNT 1-FT
N	XZ-CA6C	105.00	CABLE, POWER, VCH
N	XZ-CA6D	87.00	CABLE, POWER, XL-CH
V	W95-0118-001	20.00	CABLE, USB TYPE-A TO TYPE-C M/M
Warranty			
N	XZ-Y1EWP	100.00	SERVICE ASSIST, EXT WARRANTY 1YR, XL200M
N	XZ-Y2EWP	150.00	SERVICE ASSIST, EXT WARRANTY 2YR, XL200M
N	XZ-Y3EWP	200.00	SERVICE ASSIST, EXT WARRANTY 3YR, XL200M
Industry Canada			
N	XZ-EC1A	20.00	OPTION, INDUSTRY CANADA
Manuals			
V	MM185XT	65.00	MANUAL, MAINT, XL MOBILE For XL-185M and XL-200M
V	MM400XT	25.00	MANUAL, INSTALL, XL MOBILE For XL Series Mobiles