

**Agenda**  
City Commission of the City of Neodesha, KS  
January 24, 2024 2:00 p.m.  
ZOOM Online Access: <https://us02web.zoom.us/j/6203252828>

Item 1: Opening Session

- Call to Order
- Roll Call
- Invocation
- Pledge of Allegiance
- Additions/Deletions to the Agenda
- Mayor's Report
- Commissioners' Reports
- City Administrator's Comments
- Community Development Director Report

Item 2: Public Comments

Item 3: Consent Agenda (Routine agenda items can be approved with unanimous consent of the City Commission. Any item can be removed and placed in items of business.)

- Approval of January 8, 2024 Minutes
- Appropriation (2023) 24
- Appropriation (2024) 1
- Water System Improvements Bond Appropriation 2

Item 4: Business Items to Consider

- A. Resolution: Depository Resolution
- B. Approve BP Annual Access Agreement
- C. Approve Renewal Agreement with Harmony Lodge
- D. Approve Contract for 4<sup>th</sup> of July Fireworks 2024
- E. Approve Zoning Change: 813 W Granby
- F. Approve Purchase of Fire Hose
- G. Consider Bids for HVAC System

Item 5: Date/Time of Next Regular Meeting

Wednesday, February 14, 2024 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session: Non-elected Personnel

Item 7: Adjournment

**AGENDA COMMENTS**  
**CITY COMMISSION MEETING**  
**January 24, 2024**

**Additions to the Agenda**

**RECOMMENDED MOTION:** *I move to approve the agenda as presented.*

**Consent Agenda**

**RECOMMENDED MOTION:** *I move to approve the consent agenda as presented.*

**Business Items to Consider**

**4.A: Resolution: Depository Resolution**

Due to the Commission personnel changes and the addition of newly hired City Administrator Brogan Jones, the Commission is asked to approve the updated Depository Resolution. This depository resolution provides authority for management of City funds.

**RECOMMENDED MOTION:** *I move to adopt Resolution 24-03 as presented.*

**4.B: BP Annual Access Agreement**

Staff has been contacted by representatives of BP with a request to approve an Annual Access Agreement for monitoring well sampling activity.

**RECOMMENDED MOTION:** *I move to approve the 2024 Access Agreement with BP for monitoring well sampling, and authorize the City Administrator to sign the agreement.*

**4.C: Approve Renewal Agreement with Harmony Lodge**

On April 8, 2015, the Governing Body approved an agreement with Harmony Lodge No 94 to rent space to the City of Neodesha for \$300 per month beginning April 15, 2015, for the relocation of the City's Senior Center. Once this agreement was in place, the City of Neodesha renovated the building at the City's expense.

Upon investigation from Harmony Lodge board members, the current agreement in place expired April 15, 2020, and was recently brought to Staff's attention. The board members presented an updated agreement to reflect the renewal to expire in 3 years instead of 5 years, and to increase the monthly price renewal from \$300 per month to \$400 per month beginning March 2024. Originally, in 2015, the City Attorney reviewed and approved the agreement. Nothing has changed in the agreement with the exception of the monthly price increase and the shortened renewal date. Staff is recommending we renew the agreement.

**RECOMMENDED MOTION:** *I move to approve the renewal and modification of the Lease Agreement with Harmony Lodge No. 94 for property located at 422 Main Street for use as the Senior Center at a cost of \$400 per month beginning March 1, 2024, and for the lease set to expire April 1, 2027.*

**4.D: Approve Contract for 4<sup>th</sup> of July Fireworks 2024**

Staff is requesting that the Commission approve the contract with Rainbow Fireworks for the 4<sup>th</sup> of July 2024 fireworks performance. The price remains unchanged from 2023; \$9,000 for an approximate 14-minute celebration performance. In previous years, other performer rates were higher, with the performance not being as long. Securing the contract at this time of the year locks us in for a celebration performance on the 4<sup>th</sup> of July holiday.

**RECOMMENDED MOTION:** *I move to approve the Contract with Rainbow Fireworks for the 20 4<sup>th</sup> of July celebration, at a cost of \$9,000.*

**4.E: Approve Zoning Change: 813 W Granby**

The Commission is asked to approve a change in zoning for 813 W Granby Street from commercial to residential. This agenda item is being presented at the request of the Planning & Zoning Commission that met January 18, 2024.

**RECOMMENDED MOTION:** *I move to approve the change in zoning for 813 W Granby Street from commercial to residential.*

**4.F: Approve Purchase of Fire Hose**

Chief Fyfe is seeking Commission approval to purchase new fire hose for his department. New fire hose was a budgeted item in 2023 and was purchased to replace the many sections of existing fire hose that will not pass pressure testing. This fire hose purchase continues to replace the old hose and was approved in the Fire Department's budget for 2024, at a cost not to exceed \$16,000.

**RECOMMENDED MOTION:** *I move to approve the purchase of fire hose from Casco Industries, Inc., at a cost of \$15,320.*

**4.G: Consider Bids for HVAC System**

Staff has obtained bids for the replacement of the HVAC System in the Commission Room. This system operates heating & cooling for the Commission Room, kitchen and City Clerk's office.

**RECOMMENDED MOTION:** *I move to approve the bid from \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ for the replacement of the heating and cooling system in the Commission Room.*

**EXECUTIVE SESSION: Non-Elected Personnel**

*I move to recess to an Executive Session including the Governing Body, City Administrator, City Clerk, and Public Works Director to discuss an individual employee's performance pursuant to the non-elected personnel matter exception, KSA 75-4319(b)(1) because if this matter were discussed in open-session it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at \_\_\_\_ p.m.*

Neodesha, Kansas  
January 8, 2024

The Board of Commissioners met in regular session at 2:00 p.m., on Monday, January 8, 2024, in the Commission Room at City Hall conducting the meeting by live streaming with Zoom with Mayor Johnson presiding and Commissioners Moffatt and Vail-Keller present.

Duane Banzet, duly elected Commissioner of the City of Neodesha on the 7<sup>th</sup> day of November, 2023, having subscribed to his Oath of Office, takes his seat as Commissioner.

Commissioner Vail-Keller moved to approve the agenda as presented with the addition of Item 4G: Approve Main Street Bore Project. Seconded by Commissioner Banzet. Motion carried.

Commission reports were heard.

Interim Administrator reports were heard.

Community Development Director reports were heard.

Public comments were invited and heard.

Commissioner Banzet moved to recess the meeting in the Commission Room at City Hall for 20 minutes to celebrate Commissioner Moffatt's elected official exit. The open meeting will resume in the Commission Room at 2:35 p.m. Seconded by Commissioner Vail-Keller. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 2:35 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording.

Commissioner Vail-Keller moved to approve the consent agenda as presented consisting of minutes from the December 28, 2023 meeting; Appropriation (2023) 23; and Water System Improvements Bond Appropriation 1. Seconded by Commissioner Banzet. Motion carried.

Interim Administrator McAnarney addressed the Commission regarding a resolution amending the City's Classification and Pay Plan Policy to include a 2% COLA increase for all employees. Discussion held.

#### **RESOLUTION 24-01**

**A RESOLUTION AMENDING THE POSITION CLASSIFICATION AND PAY PLAN FOR THE CITY OF NEODESHA, KANSAS, AS ADOPTED BY THE NEODESHA CITY COMMISSION BY RESOLUTION 18-14.**

**WHEREAS**, K.S.A. 12-101 provides that a city may exercise the powers of home rule in determination of local affairs, and the City of Neodesha is a City of the Second Class as defined by Kansas Statute; and

**WHEREAS**, the management of the City of Neodesha regarding personnel rules, employee classification plans, compensation and related administrative procedures and policies are a permissible exercise of home rule powers, pursuant to K.S.A. 12-101a; and

**WHEREAS**, the City of Neodesha Governing Body established a pay plan and position descriptions for all City of Neodesha employees in the form of a Position Classification and Pay Plan document to establish an equitable pay system based upon merit performance to be administered by the City Administrator:

**THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEODESHA:**

That the following amendments be made to the adopted Position Classification and Pay Plan for the City of Neodesha:

- Amend Section 4 Pay Tables, to add a two-percent Cost of Living Adjustment (COLA) for Budget Year 2024.

Commissioner Banzet moved to adopt Resolution 24-01 as presented. Seconded by Commissioner Vail-Keller. Motion carried.

Interim Administrator McAnarney addressed the Commission regarding a resolution amending the City's Personnel Policy Manual to add Veterans Day to the City's holiday policy. Discussion held.

#### **RESOLUTION 24-02**

**A RESOLUTION AMENDING THE PERSONNEL POLICIES FOR THE CITY OF NEODESHA, KANSAS, AS ADOPTED BY THE NEODESHA CITY COMMISSION BY RESOLUTION 18-13.**

**WHEREAS**, K.S.A. 12-101 provides that a city may exercise the powers of home rule in determination of local affairs, and the City of Neodesha is a City of the Second Class as defined by Kansas Statute; and

**WHEREAS**, the management of the City of Neodesha regarding personnel rules, employee classification plans, compensation and related administrative procedures and policies are a permissible exercise of home rule powers, pursuant to K.S.A. 12-101a; and

**WHEREAS**, the City of Neodesha Governing Body established personnel policies and rules in the form of a Personnel Policy Manual by the Neodesha City Commission as a policy directive to guide the City Administrator and the employees of the City of Neodesha in their duties as employees of the City consistent with the permissible exercise of home rule powers;

**THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEODESHA:**

That the following amendments be made to the adopted Personnel Policy Manual:

- Amend Section 8; 8.1 Holidays to read:
  - a. Employees are eligible to receive paid holidays beginning the first day of employment.  
The following days shall be deemed to be the holidays to be observed by the City of Neodesha.

New Year's Day	Veterans Day
Good Friday	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas

Commissioned Police personnel and Fire/EMS personnel will observe holidays on the actual date of the holiday.

All other departments and salaried employees will fall under the holiday schedule described in 8.1(b).

Commissioner Vail-Keller moved to adopt Resolution 24-02 as presented. Seconded by Commissioner Banzet. Motion carried.

Interim Administrator McAnarney addressed the Commission regarding the need to appoint a Vice-Mayor for conducting Commission Meetings and authorized signing purposes in the absence of the Mayor. Discussion held.

Mayor Johnson moved to appoint Commissioner Vail-Keller as Vice-Mayor. Seconded by Commissioner Banzet. Motion carried.

Interim Administrator McAnarney addressed the Commission regarding the purchase of a bucket truck. Electric Superintendent Brandon Hearn was present to aid in discussion.

Commissioner Banzet moved to approve the purchase of a bucket truck from Master Tech Truck & Equipment, in an amount not to exceed \$180,000. Seconded by Commissioner Vail-Keller. Motion carried.

Interim Administrator McAnarney addressed the Commission regarding the purchase of a hangar door motor and service at the Neodesha Airport. Discussion held.

Commissioner Vail-Keller moved to approve the purchase of a hangar door motor, service and maintenance from Reddi Overhead Door in an amount not to exceed \$9,132.13. Seconded by Commissioner Banzet. Motion carried.

Interim Administrator McAnarney addressed the Commission regarding the retirement request of a Public Works Department employee. Discussion held.

Commissioner Banzet moved to accept the retirement resignation of Justin Gildart effective January 19, 2024. Seconded by Commissioner Vail-Keller. Motion carried. The City of Neodesha and Governing Body wishes the best of luck to Justin in his retirement.

Interim Administrator McAnarney addressed the Commission regarding the need to enlist boring services and purchase parts to repair a 6-inch waterline leak under US Hwy 75 on West Main. Discussion held.

Commissioner Vail-Keller moved to approve the Main Street Bore Project in an amount not to exceed \$16,000. Seconded by Commissioner Banzet. Motion carried.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, January 24, 2024 at 2:00 p.m.

At 2:55 p.m. Commissioner Banzet moved to adjourn. Seconded by Commissioner Vail-Keller. Motion carried.

ATTEST:

---

Devin Johnson, Mayor

---

Stephanie Fyfe, City Clerk

# APPROPRIATIONS REPORT

ORDINANCE NO 24

12/31/2023

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
JOHN M BOLES	REIMBURSEMENT FOR SUPPLIES	50.94	73393	1/22/2024
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	190.26	73394	1/22/2024
COGENT INC	BOWL ASSEMBLY	5,920.78	73395	1/22/2024
EBH & ASSOCIATES	BOUNDRY DESCRIPTION 2023	3,228.50	73396	1/22/2024
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALL	85.00	73397	1/22/2024
G & W FOODS	BEVERAGES	86.06	73398	1/22/2024
J.P. COOKE CO	DOG & CAT TAGS	151.80	73399	1/22/2024
KANSAS DEPARTMENT OF REVENUE	2023 WTP FEES	899.97	73400	1/22/2024
KANSAS DEPT OF HEALTH & ENVIRO	Q9000 4TH QTR TESTING	784.00	73401	1/22/2024
LAKELAND OFFICE SYSTEMS	PRINTER FOR NEW CITY ADMIN	850.00	73402	1/22/2024
NEODESHA AUTO SUPPLY	PARTS & SUPPLIES	141.03	73403	1/22/2024
SHAWN PETTY	TRAINING REIMBURSEMENT	54.89	73404	1/22/2024
SOUTHERN STAR CENTRAL GP INC	DECEMBER BILLING	50,933.64	73405	1/22/2024
FIRST RESPONDER OUTFITTERS INC	UNIFORMS	169.81	73406	1/22/2024
THOMPSON BROTHERS SUPPLY INC	OXYGEN/CYLINDER LEASE	347.19	73407	1/22/2024
UMB-KANSAS CITY	BREAKER	75,000.00	73408	1/22/2024
****TOTAL****		138,893.87		

**APPROPRIATIONS REPORT****ORDINANCE NO 1****1/24/2024**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
AETNA BETTER HEALTH OF KS	REFUND OVERPAYMENT	591.00	73409	1/24/2024
ASCAP	2024 MUSIC LICENSE FEE	434.00	73410	1/24/2024
CALLTOWER	PHONE CHARGES	305.46	73411	1/24/2024
SANDRA CARLBURG	OVERPAYMENT	15.00	73412	1/24/2024
CARTER AUTO PARTS	AUTO PARTS & SUPPLIES	118.81	73413	1/24/2024
CINTAS	FIRST AID SUPPLIES	688.58	73414	1/24/2024
CJ'S THREADS	EMBROIDERY	72.00	73415	1/24/2024
CULLIGAN OF INDEPENDENCE	JANUARY WATER SERVICE	221.79	73416	1/24/2024
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 1/24	50.00	73417	1/24/2024
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALL	131.00	73418	1/24/2024
FOUR STATE MAINT SUPPLY, INC	THERMO GLOVES	79.42	73419	1/24/2024
GOODVILLE MUTUAL CASUALTY CO	REFUND OVERPAYMENT	175.00	73420	1/24/2024
HARMONY LODGE	1ST QTR LEASE 2024	1,200.00	73421	1/24/2024
HAWKINS INC	CHEMICALS	5,870.52	73422	1/24/2024
HUBER & ASSOCIATES INC	KLER INTERFACE MAINTENANCE	825.00	73423	1/24/2024
ICMA	MEMBER DUES	468.00	73424	1/24/2024
KANSAS MAYORS ASSOCIATION	MEMBERSHIP DUES 2024	50.00	73425	1/24/2024
KANSAS MUNICIPAL UTILITIES	2024 ELEC/1ST QTR DUES	13,933.25	73426	1/24/2024
MELS PRINTING	BUSINESS CARDS	56.90	73427	1/24/2024
MERIDIAN ANALYTICAL LABS LLC	WASTEWATER ANALYSIS	378.00	73428	1/24/2024
MESSANGER FURNITURE	MATTRESSES	985.47	73429	1/24/2024
MIDWEST COMPUTER SALES	IT SERVICES	1,992.77	73430	1/24/2024
QUILL LLC	OFFICE SUPPLIES	144.98	73431	1/24/2024
SOUTHEAST KANSAS INC	MEMBERSHIP DUES ECO DEVO	150.00	73432	1/24/2024
SEKRPC	2024 MEMBERSHIP DUES	50.00	73433	1/24/2024
ELLEN SMITH	REFUND OVERPAYMENT	780.00	73434	1/24/2024
SNAP-ON CREDIT LLC	MEMBERSHIP RENEWAL FEB 2024	81.25	73435	1/24/2024
STATE FARM	REFUND OVERPAYMENT	250.00	73436	1/24/2024
SUNFLOWER HEALTH PLAN	REFUND OVERPAYMENT	111.36	73437	1/24/2024

TC UNDERGROUND INC	BORE MAIN ST	11,785.00	73438	1/24/2024
TRUCK CENTER COMPANIES	V-BELT	32.24	73439	1/24/2024
UHC COMMUNITY PLAN	REFUND OVERPAYMENT	189.20	73440	1/24/2024
UTILITY CONSULTANTS INC	2024 ANNUAL DRUG PROGRAM FEES	1,520.00	73441	1/24/2024
<b>****TOTAL****</b>		<b>43,736.00</b>		

<b>ACH ELECTRIC ENERGY STATEMENTS BILLED JANUARY 2024</b>
---

KMEA - SPA Hyrdro Project	December 2023 Service	3,042.00
KMEA - GRDA Power Supply Project	January 2024 Service	75,836.00
KMEA - Energy Mgmt Project No 3	December 2023 Service	97,170.85
<b>TOTAL ACH Electric Energy Statements</b>		<b>176,048.85</b>



**Water System Improvements Bond**  
**APPROPRIATION 2**  
**January 24, 2024**

Vendor	Invoice No	Check No	Amount	Description
Koehn Construction	PR 1	1260	58,270.32	Construction
GRAND TOTAL			<u>58,270.32</u>	

Approved the day above written.

*Devin Johnson, Mayor*

**Attest**

*Stephanie Fyfe, City Clerk*



### Contractor's Application for Payment No. 1

To (Owner): City of Neodesha	Application Period: 12/01/23 - 12/31/23	Application Date: 12/31/2023
Project: Neodesha Fall River Dam Repairs	From (Contractor): Koehn Construction Services LLC	Via (Engineer):
Owner's Contract No.:	Contractor's Project No.: 33271	Engineer's Project No.: 35-180004-002-2005

#### Application For Payment Change Order Summary


Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ \$905,000.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$ \$18,273.62
			3. Current Contract Price (Line 1 ± 2).....	\$ \$923,273.62
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ \$61,337.18
			5. RETAINAGE:	
			a. 5% X \$61,337.18 Work Completed.....	\$ \$3,066.86
			b. 5% X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ \$3,066.86
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ \$58,270.32
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
			8. AMOUNT DUE THIS APPLICATION.....	\$ \$58,270.32
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ \$865,003.30
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

#### Contractor's Certification

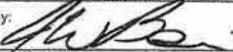
The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents

#### Contractor Signature

By:  Date: 01/05/24

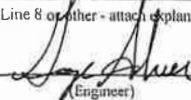
#### Resident Project Representative (RPR/OSR) Signature

By:  Date: 01/5/24



*Jennifer Pupanek*

Payment of: \$ \$58,270.32  
(Line 8 or other - attach explanation of the other amount)

is recommended by:  1/5/2024  
(Engineer) (Date)

Payment of: \$ \$58,270.32  
(Line 8 or other - attach explanation of the other amount)

is approved by: 01/24/2024  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) (Date)

## Contractor's Application

EJCDC® C-620 Contractor's Application for Payment  
© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.  
Page 1 of 1

## CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Job: Neodesha Fall River Dam Abutment Repairs

Upon receipt by the undersigned of a

Check from: **City of Neodesha**

In the sum of: **58,270.32**

Payable to: **Koehn Construction Services LLC**

and when the check has been properly endorsed and paid by the bank upon which it is drawn, this document shall become effective to release any mechanics' lien, stop notice, or bond right the undersigned has on the

Job: **Neodesha Fall River Dam Abutment Repairs**

Located at: 1400 Wisconsin

Neodesha KS 66757

to the following extent. This release covers a progress payment for labor, service, equipment, or material furnished to **City of Neodesha** through **December 31, 2023** only, and does not cover any retention held before or after the release date, or extras furnished before the release date for which payment has not been received, or extras or items furnished after the release date.

Rights based on work performed or items furnished under a written change order that have been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanics' lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, breach of the contract, or right of the undersigned to recover compensation for furnished labor, services, equipment or material that was not compensated by the progress payment.

Before any recipient of this document relies on it, said recipient should verify evidence of payment to the undersigned.

Dated: 01/05/24

By: Koehn Construction Services LLC

*Company Name*

*Signature*

*Print Name*

Dave Schultz

# CITY OF NEODESHA

## RESOLUTION NO. 24-03

**NOW**, on this 24<sup>th</sup> day of January, 2024, at a regular meeting of the Governing Body of the City of Neodesha, Kansas, the following Resolution was adopted.

**WHEREAS**, the Bank of Commerce; the Equity Bank of Neodesha; and the Community National Bank of Neodesha, Kansas, have been designated as depositories for the funds of the City of Neodesha, Kansas; and

**WHEREAS**, certain officers and Commissioners of the City of Neodesha, Kansas, have been designated and authorized to deposit and withdraw said funds upon checks, drafts, notes, or orders of the City of Neodesha, Kansas.

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

**Section 1.** That the Bank of Commerce of Neodesha, Kansas, be and it is hereby designated a depository of the City of Neodesha, Kansas, for its General Account 010111; Petty Cash Account 104361; Flexi-Vest Account 751278; Fire Insurance Proceeds Fund Account 753564; Employee Benefits Account 116912; Raw Water Project Bond Account 3001673; Emergency Equipment Reserve Fund Account 3006011; and Norman No Oil Well and Museum Account 3004025; and that the funds in said accounts so deposited may be withdrawn upon a check, draft, note, or order of the City of Neodesha, Kansas.

**Section 2.** That all checks, drafts, notes or orders drawn against the General Account 010111 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
Emily Vail-Keller	Vice Mayor
Duane Banzet	Commissioner
Anita Buchanan	City Treasurer
Brogan Jones	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

**Section 3.** That all checks, drafts, notes or orders drawn against the Flexi-Vest Account 751278, and the Fire Insurance Proceeds Fund Account 753564 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
Emily Vail-Keller	Vice Mayor
Duane Banzet	Commissioner
Brogan Jones	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas, whose signatures shall be duly certified to said Bank, and that no checks, drafts, notes or orders drawn against said Bank on said accounts shall be valid unless so signed.

**Section 4.** That all checks, drafts, notes or orders drawn against the Petty Cash Account 104361 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Rhonda Howell	Assistant City Clerk
Anita Buchanan	Utility Billing Supervisor

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

**Section 5.** That all checks, drafts, notes or orders drawn against Raw Water Project Bond Account 3001673; and Norman No Oil Well and Museum Account 3004025 shall be signed by two of the following:

<u>NAME</u>	<u>TITLE</u>
Stephanie Fyfe	City Clerk
Devin Johnson	Mayor
Emily Vail-Keller	Vice Mayor
Duane Banzet	Commissioner
Brogan Jones	City Administrator

**Section 6.** That all checks, drafts, notes or orders drawn against Employee Benefits Account 116912 shall be signed or requested by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
Emily Vail-Keller	Vice Mayor
Duane Banzet	Commissioner
Brogan Jones	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

**Section 7.** That all checks, drafts, notes or orders drawn against the Emergency Equipment Reserve Fund Account 3006011 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
Emily Vail-Keller	Vice Mayor
Duane Banzet	Commissioner
Anita Buchanan	City Treasurer
Brogan Jones	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

**Section 8.** That the signatures mentioned in Sections 2, 3, 4, 5, and 6 above shall be duly certified to said Bank of Commerce of Neodesha, Kansas; and that no checks, drafts, notes or orders drawn against said Bank shall be valid unless so signed. That said Bank is hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such person signing and/or countersigning said checks, drafts, notes or orders, or any of such persons in their individual capacities or not, and whether such checks, drafts, notes or orders are deposited to the individual credit of the person so signing and/or countersigning said checks, drafts, notes or orders, or to the individual credit of any of the other officers or not.

**Section 9.** That Equity Bank of Neodesha, Kansas, be and is hereby designated a depository of the City of Neodesha for the purpose of investing idle funds in time certificates of deposit and that all checks, drafts, notes or orders shall be signed or requested by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
Emily Vail-Keller	Vice Mayor
Duane Banzet	Commissioner
Brogan Jones	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas, whose signatures shall be duly certified to said Bank, and that no checks, drafts, notes or orders drawn against said Bank on said accounts shall be valid unless so signed.

**Section 10.** That the Community National Bank of Neodesha, Kansas, be and is hereby designated a depository of the City of Neodesha for the purpose of investing idle funds in time certificates of deposit and that all checks, drafts, notes or orders shall be signed or requested by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
Emily Vail-Keller	Vice Mayor
Duane Banzet	Commissioner
Brogan Jones	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas, whose signatures shall be duly certified to said Bank, and that no checks, drafts, notes or orders drawn against said Bank on said accounts shall be valid unless so signed.

**Section 11.** That this Resolution shall take effect upon its adoption by the Governing Body of the City of Neodesha, Kansas.

**ADOPTED AND APPROVED** by the governing body of the City of Neodesha, Kansas this 24<sup>th</sup> day of January, 2024.

ATTEST:

\_\_\_\_\_  
Devin Johnson, Mayor

\_\_\_\_\_  
Stephanie Fyfe, City Clerk

## ACCESS AGREEMENT

This Access Agreement (the "Agreement"), made this 24<sup>th</sup> day Jan, 2024, between the City of Neodesha, as the owner of the City Right of Way located in Neodesha, KS and BP Products North America Inc. ("BPPNA"), a Maryland corporation with an address of 30 S Wacker, Chicago IL. BPPNA is the "Remediator".

**WHEREAS**, Owner is the current owner of real property located in Neodesha, KS (hereinafter the "Property");

**WHEREAS**, Remediator, through its consultants, contractor(s), agents and/or representatives (hereinafter collectively "Agent" or "Agents," as appropriate), intend to undertake the investigation and remediation of environmental conditions at the Property as required by the Kansas Department of Health and Environment (KDHE) to address historic contaminate releases at the Facility under a consent judgment entered on July 16, 1990 by the KDHE and in accordance with Environmental Laws, as defined below; and

**WHEREAS**, the Parties agree that Remediator and its Agents require access to the Property to complete the required investigation and/or remediation on the Property.

**NOW THEREFORE**, the Parties hereto agree as follows:

1. Scope of Access. Owner, its successors and assigns, hereby grant to Remediator and its Agents a right of access to the Property, including improvements thereon, for the following limited purposes: Environmental sampling and monitoring activities of existing monitoring wells. The Activities shall be specifically limited to well repair/maintenance activities and semi-annual groundwater sampling events. The Activities may include the collection of soil and groundwater samples.
2. Coordination of Access. The Parties will use their best efforts to coordinate any required access to the Property to minimize interference with Owner's operations at the Property. Owner will use its reasonable best efforts to provide Remediator or its Agents unobstructed access to the location(s) when needed. Reasonable best efforts to provide unobstructed access include, but are not limited to, blocking off parking spaces adjacent to the identified location(s), if applicable.
3. Indemnification. Remediator shall, or shall cause its Agents to, indemnify, defend and hold harmless Owner from and against any and all claims, liabilities, losses, damages and costs, foreseen and unforeseen, including, without limitation, reasonable counsel fees associated with such claims, liabilities, losses, penalties, and damages (all of which are collectively referred to as "Claims"), which Owner incurs directly as a result of Remediator or its respective Agent's entry upon the Property after the date of this Agreement, except to the extent such Claims result from Owner's negligence, wrongful act, or omission.



4. Performance of the Work.

- A. All of the Work performed at the Property by Remediator or its Agents shall conform to all applicable laws.
- B. All of the Work performed at the Property by Remediator or its Agents shall, once begun, be diligently completed, free and clear of all mechanic's and construction liens. All Work performed by Remediator or its Agents shall be done in a good and workmanlike manner in accordance with professional and industry standards prevailing at the time the Work is performed. Remediator or its Agents shall repair or replace, as the case may be, any damage done to the Property caused by Remediator or its Agents during any entry, and shall substantially restore the Property to its original condition at the time the entry commenced.

5. Release of Claims. Except for the executory provisions of this Agreement, and in consideration of the above Work in regard to the Property, Owner hereby fully and unconditionally releases and forever discharges Remediator and its Agents, employees, officers, directors, parents, subsidiaries, and attorneys from any and all Claims related to Remediator's access of the Property and the Work, including consequential damages that may arise therefrom. Owner agrees that this release will be binding on its successors and assigns.

6. Notice Recipients. Any notice, demand, request, consent, approval, or communication that any Party desires or is required to give to the others shall be in writing and shall either be served personally, sent by certified mail, return receipt requested, overnight mail service, postage prepaid, or e-mail addressed as follows:

**To Owner:**

Mr. Brogan Jones  
City Administrator  
City of Neodesha  
P.O. Box 336  
Neodesha, KS 66757

**To BPPNA:**

Attn: Mary Wojciechowski, Liability Manager  
Remediation Management Services Company  
30 South Wacker Drive, Suite 900  
Chicago, IL 60606  
Mary.Wojciechowski@bp.com

Any Party may change the person to whom notice is required to be given hereunder by notifying the other Parties of such change in the manner set forth in this paragraph.

7. Environmental Laws. As used in this Agreement, the term "Environmental Laws" means applicable federal, state, and local laws, statutes, ordinances, rules, regulations, guidance documents, and common law, related in any way to the protection of the environment, health, or safety, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. § 9601, *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, *et seq.*), the Natural Resource and Environmental Protection Act (M.C.L.A. 324.101, *et seq.*), and any similar state and local laws and regulations, whether now in effect or hereinafter enacted, promulgated, modified or amended.
8. Recording. No Party, nor their respective Agents, shall record this Agreement.
9. No Interference with Equipment or Work. Owner shall not interfere with, damage, or disturb any equipment or feature used or installed by Remediator or its Agents prior to or during the implementation of the Work on the Property, and shall refrain from any activities that might interfere with the Work. Owner agrees to provide Remediator with at least two weeks' prior notice if Owner intends to take any action on the Property that may interfere with the groundwater wells, soil borings, or related equipment or features. An example of such an action that may interfere with the groundwater wells or related equipment or features includes, but is not limited to, repaving of the Property's parking lot(s), if any. Owner agrees to provide such prior notice to allow the Parties to coordinate and for Remediator or its Agent(s) to implement any measures necessary to protect or modify the groundwater wells or related equipment or features.
10. No Admission of Liability. The intent of this Agreement is to provide for access to the Property to conduct the Work. By execution of this Agreement, none of the Parties make any admission of liability, law or fact, or waive or relinquish any rights, claims, defenses or causes of action relating to the Property, except as explicitly set forth herein.
11. Sale of Property. Owner agrees to promptly notify Remediator if Owner intends to sell or lease the Property, and Owner shall provide a copy of this Access Agreement to any prospective buyer or lessee.
12. Termination. This Agreement shall terminate upon completion of the Work.
13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan.
14. Severability. In the event any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect and the Parties hereto agree in good faith to renegotiate the unenforceable provision and that to the extent possible such renegotiation will not affect the understanding of the Parties as to this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument.
16. Authority. The signatories hereto are duly authorized to make this Agreement and to execute this document.
17. Binding on Successors and Assigns. Anything to the contrary notwithstanding, the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first written above.

AGREED TO BY:

BP Products North America Inc.

\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

AGREED TO BY:

  
\_\_\_\_\_

Bragan Jones  
\_\_\_\_\_  
Name

1/20/24  
\_\_\_\_\_  
Date

City Administrator  
\_\_\_\_\_  
Title

Dear tenant,

Due to the continuous rising costs of taxes, insurance, and upkeep, we Harmony Lodge 94, are having to increase the monthly rent by \$100.00 per month. This increase will take effect March 1<sup>st</sup> 2024. We are very appreciative of your past & present association with us.

Sincerely

WM

*Jamie Wheeler*

Secretary

*Blenda Dwyer*

## LEASE AGREEMENT

This Lease Agreement is entered this 24<sup>th</sup> day of January, 2024, between Harmony Lodge No. 94 of Neodesha, Wilson County, Kansas (hereinafter referred to as "Lessor") and City of Neodesha, Wilson County, Kansas (hereinafter referred to as "Lessee").

### AGREEMENT

In consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

1. Property Being Leased: The exclusive right to use the first floor of the building commonly known as the Masonic Lodge building located at 422 Main, Neodesha, Wilson County, Kansas.

2. Term: The term of this lease shall be for an original period of three years commencing on the 1<sup>st</sup> day of March, 2024, and terminating on the 1<sup>st</sup> day of April, 2024, with a further understanding that Lessee shall have the right at its option to extend said Lease on the same terms for an additional period of three years thereafter by giving written notice to Lessor of such extension at least 30 days before the beginning of such additional period.

3. Price and Payments: Lessee shall pay to the Lessor a rental of \$400 per month during the term of said Lease. Payments shall be made on the 1<sup>st</sup> day of each month during said Term.

4. Utilities: Lessee shall be responsible for all utilities for the first floor at 422 Main, Neodesha, Kansas during this lease.

5. Use of Property: Lessee intends to use the property as a Senior Citizens Center. The property may be subleased by Lessee for events such as birthday parties, reunions and the like. Use of the

property for an ongoing, commercial for-profit purpose shall only be allowed by written permission of Lessor.

6. Condition of Property/Repairs: Lessee has inspected the property and accepts it "as is". Lessee must keep the interior of the property clean and in good order, normal wear and tear excepted. Lessor shall be responsible for maintenance of and repairs to the building itself.

7. Termination and Liquidated Damages: Lessor shall have the right, at its option, to terminate this lease upon thirty (30) days written notice to the Lessee if the Lessee fails to perform any of its obligations hereunder and such failure continues for a period of thirty (30) days after written notice by Lessor to the Lessees specifying such failure. Should Lessor have to terminate this lease due to the failure of Lessee to perform any of its obligations under this lease, Lessee shall be liable to Lessor for \$800 as liquidated damages. The Lessee shall have the right at its option to terminate this Lease by giving Lessor at least 30 days written notice of its intent to terminate this lease and the payment of \$800 as liquidated damages to Lessor in addition to the rent of \$400 for the remaining 30 days.

8. Surrender: At the end of the Term or earlier termination of this lease, Lessee will quit and surrender the Property in as good condition as it now is except for ordinary wear and tear.

9. Quiet Enjoyment: If Lessee is not in default under this lease, Lessee may peaceably and quietly enjoy the Property during the Term.

10. Fire and Casualty:

a. Partial Damage and Conditions to Continued Effectiveness:  
If the Property is only partially damaged and Lessor makes full repairs

within 14 days, this Lease shall continue without abatement or apportionment of rent.

b. Conditions of Termination: If the Property is rendered uninhabitable or unsuitable for use as a Senior Citizens Center, continued occupancy would be illegal, or Lessor cannot or does not repair within 14 days, Lessee may immediately vacate the Property and notify Lessee in writing of its' intent to terminate, in which case this lease will terminate as of the date of vacating and any prepaid rent shall be apportioned and returned to Lessee. Under any of the circumstances described in this paragraph, Lessee shall not be liable for the \$600 in liquidated damages referred to in numbered paragraph 7, above.

10. Notices: Notices shall be sent by certified mail, return receipt requested to Lessor and Lessee at their respective addresses as set forth on the signature page of this lease. Notices sent by certified mail, return receipt requested shall be deemed delivered one day after they are mailed.

11. Successor: This lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the respective parties.

12. Entire Agreement and Severability: This Lease Agreement is an integrated document, contains the entire agreement between the parties, wholly cancels and supersedes any and all previous and/or contemporaneous oral agreement, negotiations and writings between the parties hereto with respect to such subject matter. No modification, extension, termination or waiver of this Lease Agreement or any provisions hereof, shall be binding upon the parties hereto unless made in writing and signed by the parties hereto. If any provision herein



is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first written above.

LESSOR

Harmony Lodge No. 94 of Neodesha  
PO Box 86  
Neodesha, KS 66757

LESSEE

City of Neodesha, Kansas  
PO Box 336  
Neodesha, KS 66757

\_\_\_\_\_  
Jamie Wheeler, Master

\_\_\_\_\_  
Devin Johnson, Mayor

\_\_\_\_\_  
Glen Novotny, Secretary

\_\_\_\_\_  
Vince Keller, Treasurer

STATE OF KANSAS            )  
                                  ) ss:  
COUNTY OF WILSON        )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came Jamie Wheeler, Glen Novotny, and Vince Keller, who are personally known to me to be the same persons who executed the within and foregoing instrument of writing and such person duly acknowledged the execution of the same on behalf of Harmony Lodge No. 94 of Neodesha.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

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

STATE OF KANSAS            )  
                              ) ss:  
COUNTY OF WILSON         )

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came Devin Johnson, who are personally known to me to be the same persons who executed the within and foregoing instrument of writing and such person duly acknowledged the execution of the same on behalf of the City of Neodesha, Kansas.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

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



Stephanie & Jason Ukele, Owners  
76 Plum Avenue Inman, KS 67546  
Office 620-663-7714  
1-888-886-1008  
Fax 1-800-884-1218  
Email [info@fireworks-display.com](mailto:info@fireworks-display.com)  
Website [www.fireworks-display.com](http://www.fireworks-display.com)  
ATF # 5-KS-00621

January 12, 2024

City of Neodesha  
Attn: Stephanie Fyfe  
1407 N. 8th  
P.O. Box 336  
Neodesha KS 66757

I am enclosing your FIREWORKS PRODUCTION CONTRACT, for the City of Neodesha, July 4, 2024, fireworks celebration. We are very excited to be your fireworks provider for another year. We love being in the entertainment business through the production of a fireworks show for your organization. Our pledge is to provide you with the most awesome and entertaining show for your budget.

Please read through the contract, and if you have any questions about the process or the contract, please do not hesitate to contact me at one of the above numbers. If everything is acceptable, please sign a copy and return the contract to us along with the required 50% deposit.

Sincerely,

*Caritha Lemen*

Caritha Lemen  
Display Fireworks Admin. Asst.  
Rainbow Fireworks, Inc.

Cc: File  
Enclosures



Stephanie & Jason Ukele, Owners  
76 Plum Avenue Inman, KS 67546  
Office 620-663-7714  
1-888-886-1008  
Fax 1-800-884-1218  
Email [info@fireworks-display.com](mailto:info@fireworks-display.com)  
Website [www.fireworks-display.com](http://www.fireworks-display.com)  
ATF # 5-KS-00621

## FIREWORKS PRODUCTION CONTRACT

This contract is entered into this 11th day of January, 2024 by and between **Rainbow Fireworks, Inc.**, designated herein as the "SELLER" and CITY OF NEODESHA, designated herein as the "PURCHASER" of one Display Fireworks, UN0335, Explosives 1.3G Production to be held on the 4th day of July, 2024.

- YES ☒ **SELLER** will secure, prepare, and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value.
- YES ☒ **SELLER** will include the services of a Pyrotechnic Operator (shooter) to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applied.
- YES ☒ **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material which might not have ignited. Any such material, found by any other person other than the Operator, should be left untouched, mark the location, and call the operator for proper disposal.
- YES ☒ **SELLER** will maintain a CERTIFICATE OF LIABILITY INSURANCE POLICY of \$5,000,000 aggregate coverage.  
a) The Client (show sponsor & landowners as noted on the Certificate of Insurance) shall be listed as an additional insured.
- YES ☒ **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location.
- YES ☒ **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances.
- YES ☒ **PURCHASER** also agrees to have a fire truck available on location during the display.

ONE (1) DISPLAY FIREWORKS, UN0335, EXPLOSIVES 1.3G PRODUCTION has been agreed upon by **PURCHASER AND SELLER** in the sum of Nine Thousand Dollars and no/100 cents (\$ 9,000.00). It is agreed and understood that the **PURCHASER** will pay to the **SELLER** fifty percent (50%) of the show cost deposit in the sum of Four Thousand Five Hundred Dollars and no/100 cents (\$ 4,500.00) to be paid with the submitting of the signed contract. It is also agreed and understood that the **PURCHASER** will pay to the **SELLER** the balance of Four Thousand Five Hundred Dollars and no/100 cents (\$ 4,500.00) within ten (10) days after the date of the display.

In the event of inclement weather or other adverse condition, so as to cause postponement of the display, it is agreed and understood that the **PURCHASER** will notify the **SELLER** regarding the postponement date, normally the following night. If **PURCHASER** will not re-schedule the display and completely cancels the display, the **PURCHASER** agrees to pay the **SELLER** fifteen percent (15%) of the show cost for the expense deposit in the sum of One Thousand Three Hundred Fifty Dollars and no/100 cents (\$ 1,350.00). The expense deposit will cover the Out-of-Pocket Expenses, labor cost, and fees which have been incurred up to the point of cancellation; and the balance will be refunded.

Witness whereof, we have caused our signatures to be affixed to this document, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**SELLER:**

**RAINBOW FIREWORKS, Inc.**

By: Stephanie Ukele  
Authorized Agent

**PURCHASER:**

**CITY OF NEODESHA**

By: \_\_\_\_\_  
Authorized Agent

Page 1