

Agenda

City Commission of the City of Neodesha, KS

July 10, 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
- Civic Organization Reports

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 June 26, 2024 Minutes
- Approval of July 1, 2024 Special Call Minutes
- Appropriation (2024) 12

Item 4: Business Items to Consider

- A. Public Hearing: Dangerous Structures; 1008 Tank
- B. Public Hearing: Dangerous Structures; 1007 Seward
- C. Public Hearing: Dangerous Structures; 1024 Seward
- D. Resolution: Dangerous Structures; 127 Mill; Set Public Hearing Date
- E. Approve 2024 Audit Engagement Letter: Jarred, Gilmore & Phillips PA
- F. Approve Participation in New National Opioid Settlement
- G. Notice of Award: Immediate Hazard; 922 N 8th Street
- H. Notice to Proceed: Immediate Hazard; 922 N 8th Street
- I. Accept Resignation of Water Plant Superintendent
- J. 2025 Budget: Review
- K. 2025 Budget: Approve Publication of Combined Notice of Public Hearing to Exceed RNR & Budget Hearing
- L. 2025 Budget: Approve Notice of Revenue Neutral Rate Intent

Item 5: Administration Reports & Comments

- Mayor's Report
- Commissioner's Reports
- City Administrator's Comments
- Community Development Director Report
- Financial Reports Distributed

Item 5: Date/Time of Next Regular Meeting

Wednesday, July 24, 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
July 10, 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: Public Hearing: Dangerous Structures; 1008 Tank

Staff has been informed by Tommy John, Building Inspector, that the house has been demolished by the homeowner, therefore case has been abated and no resolution is necessary.

RECOMMENDED MOTION: *N/A*

4.B: Public Hearing: Dangerous Structures; 1007 Seward

The Commission is asked to approve Resolution 24-14 to declare the property as unsafe or dangerous, and directing the repair or removal of the structures, making the property safe and secure.

RECOMMENDED MOTION: *I move to approve Resolution 24-14 declaring the property located at 1007 Seward Street as unsafe or dangerous, and allow the property owner _____ days to repair or remove the structures and make the property safe and secure.*

4.C: Public Hearing: Dangerous Structures; 1024 Seward

The Commission is asked to approve Resolution 24-15 to declare the property as unsafe or dangerous, and directing the repair or removal of the structures, making the property safe and secure.

RECOMMENDED MOTION: *I move to approve Resolution 24-15 declaring the property located at 1024 Seward Street as unsafe or dangerous, and allow the property owner _____ days to repair or remove the structures and make the property safe and secure.*

4.D: Resolution: Dangerous Structure 127 Mill

The Commission is asked to consider Resolution 24-16, calling for a Public Hearing, September 11, 2024, at 2:00 p.m., in the Commission Room, to show cause why the structure located at 127 Mill Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

RECOMMENDED MOTION: *I move to adopt Resolution 24-16 setting a public hearing for September 11, 2024 as presented for the property located at 127 Mill Street.*

4.E: Approve 2024 Audit Engagement Letter: Jarred, Gilmore & Phillips PA

The Commission is being asked to approve the Audit Engagement Letter with Jarred, Gilmore & Phillips PA, for the completion of the 2024 Audit.

RECOMMENDED MOTION: *I move to approve the engagement letter with Jarred, Gilmore & Phillips PA, for the completion of the 2024 audit in an amount not to exceed \$12,300.*

4.F: Approve Participation in New National Opioid Settlement

On December 28, 2021, the Commission approved Resolution 21-44, authorizing the City’s participation in the Kansas Opioid Litigation Settlement Fund and also approved a new request on February 8, 2023 to participate further in a litigation settlement with several large national retailers, such as Walgreens, CVS, and Walmart. Resolution 21-44 originally authorized participation in future settlements, but Staff thought it would be more transparent to show the City’s involvement in the new Kroger settlement as well.

RECOMMENDED MOTION: *I move approve the City of Neodesha participation in the New National Opioid Settlement, and authorize the City Administrator to sign.*

4.G: Notice of Award: Immediate Hazard 922 N 8th

After an advertised request for bids, Staff received only one bid packet for the demolition of the property located at 922 N 8th Street.

RECOMMENDED MOTION: *I move to approve the bid from REcrete Design for the demolition of the property located at 922 N 8th Street, at a cost not to exceed \$9,700, and to allow the City Administrator to sign the document.*

4.H: Notice to Proceed: Immediate Hazard 922 N 8th

Upon approval of the demolition bid award, Staff is recommending to proceed with the necessary document to allow the contractor to begin the demolition process.

RECOMMENDED MOTION: *I move to approve the Notice to Proceed for the demolition of the property located at 922 N 8th Street to REcrete Design, and to allow the City Administrator to sign the document.*

4.I: Accept Resignation of Water Plant Superintendent

Water Plant Superintendent JW Bair has submitted his resignation effective Friday, July 19, 2024.

RECOMMENDED MOTION: *I move to accept the resignation of JW Bair effective July 19, 2024.*

4.J: 2025 Budget: Review

Additional information has come to light since the 2025 Budget Worksession that was held on July 1, 2024. Staff is asking the Commission for further review of the 2025 Budget.

RECOMMENDED MOTION: *N/A*

4.K: 2025 Budget: Approve Publication of Combined Notice of Public Hearing to Exceed RNR & Budget Hearing

Should the Commission approve the content of the proposed budget, Staff is asking to approve publication of the Combined Notice of Public Hearing to Exceed the Revenue Neutral Rate (RNR) and Budget Hearing in the Neodesha Derrick News. This combined notice calls for a budget hearing to be held on Wednesday, August 28, 2024, at 2:00 pm, during the Commission’s regular meeting. Conducting an additional (or combined) hearing is a requirement when considering exceeding the RNR.

RECOMMENDED MOTION: *I move to approve publication of the Combined Notice of Public Hearing to Exceed RNR and Budget Hearing, setting the date for the hearing on Wednesday, August 28th, at 2 pm.*

4.L: 2025 Budget: Approve Notice of Revenue Neutral Rate Intent

Once final publication numbers are comprised and date for the combined hearing is set, the Commission is asked to approve the Notice of Revenue Neutral Rate Intent. This document, signed by the City Clerk, is to be provided to the Wilson County Clerk on or before July 20, 2024.

RECOMMENDED MOTION: *I move to approve the Notice of Revenue Neutral Rate Intent as presented.*

EXECUTIVE SESSION: Non-Elected Personnel

I move to recess to an Executive Session including the Governing Body, City Administrator, Police Chief, and City Clerk 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.

The Board of Commissioners met in regular session at 2:00 p.m., on Wednesday, June 26, 2024, in the Commission Room at City Hall conducting the meeting by live streaming with Zoom with Mayor Johnson presiding and Commissioners Banzet and Vail-Keller present.

Commissioner Banzet moved to approve the agenda as presented. Seconded by Commissioner Vail-Keller.

Civic organization reports were invited and heard.

Public comments were invited and heard.

Commissioner Vail-Keller moved to approve the consent agenda as presented consisting of minutes from the June 12, 2024 meeting; and Appropriation (2024) 11. Seconded by Commissioner Banzet. Motion carried.

The Governing Body welcomed Kyle Spielbusch of Jarred, Gilmore & Phillips, PA, for a presentation of the 2023 Audit. Discussion held.

Administrator Jones addressed the Commission regarding the purchase of an industrial sized water heater for the Fire/EMS Department. Discussion held.

Commissioner Banzet moved to approve the purchase of an industrial water heater from Reynolds Plumbing & Electric in an amount not to exceed \$8,200. Seconded by Commissioner Vail-Keller. Motion carried.

Administrator Jones along with Community Development Director Chris Bauman addressed the Commission regarding adding an additional position to the Economic Development Committee. Discussion held.

Commissioner Vail-Keller moved to add a position to the Economic Development Committee. Seconded by Commissioner Banzet. Motion carried.

Administrator Jones along with Community Development Director Chris Bauman addressed the Commission regarding the appointment of the additional position to the Economic Development Committee. Discussion held.

Commissioner Banzet moved to appoint Shannon Weniger to the Economic Development Committee for a 4-year term, with a term-ending date 12/31/2028. Seconded by Commissioner Vail-Keller. Motion carried.

Administrator Jones addressed the Commission regarding the appointment of a candidate to the Neodesha Recreation Commission. This appointment fills the unexpired term of Tommy John. Discussion held.

Commissioner Vail-Keller moved to appoint Michael Lamendola to the Neodesha Recreation Commission to fill the City's unexpired term, with a term ending date of 12/31/2024. Seconded by Commissioner Banzet. Motion carried.

Administrator Jones addressed the Commission regarding the approval of July 5, 2024 as an additional City holiday. Discussion held

Commissioner Banzet moved to approve July 5, 2024 be a holiday for the City of Neodesha and thus City services to be closed that day. Agenda item died due to a lack of second.

Administrator Jones addressed the Commission regarding setting a date and time for a worksession to discuss the 2025 Budget. Discussion held.

Commissioner Banzet moved to approve a special meeting for the purpose of a budget workshop on Monday, July 1, 2024 at 12:00 p.m. Seconded by Commissioner Vail-Keller. Motion carried.

Commissioner Vail-Keller moved to recess to an Executive Session to include the Governing Body, City Administrator, City Clerk and Fire Chief in the Commission Room 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 3:15 p.m. Seconded by Commissioner Banzet. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 3:15 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. No action taken.

Commission reports were heard.

City Administrator reports were heard.

Community Development Director Reports were heard.

Financial reports were distributed.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, July 10, 2024 at 2:00 p.m.

At 3:25 p.m. Commissioner Vail-Keller moved to adjourn. Seconded by Commissioner Banzet. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS

Neodesha, Kansas
July 1, 2024

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Monday, July 1, 2024, at 12:00 p.m., at City Hall, 1407 N. 8th St, for the following purpose:

1. Resolution: Neodesha Land Bank; Griffith Development LLC
2. Approve 2023 Audit
3. 2025 Budget Worksession

The Board of Commissioners met in a Special Call Session at 12:00 p.m. at City Hall, 1407 N 8th Street, on Monday, July 1, 2024 with Mayor Johnson presiding and Commissioners Banzet and Vail-Keller present.

Administrator Jones addressed the Commission regarding a resolution formally authorizing the Mayor and/or City Administrator to sign any deed and any other documents that may be necessary to complete the transfer of 1731 N Skyline Drive on behalf of the Neodesha Land Bank. This donation to Griffith Development LLC was previously approved by the Neodesha Land Bank at the May 22, 2024 meeting.

Commissioner Vail-Keller moved to convene as the Neodesha Land Bank to consider the donation of property. Seconded by Commissioner Banzet. Motion carried.

Commissioner Banzet moved to approve Neodesha Land Bank Resolution 24-01 authorizing the donation of properties located at 1731 N Skyline Drive; Lot One (1) through Lot Forty (40), and Lot Sixty-nine (69), North Gate Subdivision, City of Neodesha, Wilson County, Kansas, to Griffith Development LLC, as an economic development incentive and that Mayor Devin Johnson and/or City Administrator Brogan Jones be authorized to sign any deed and any other documents that may be necessary to complete the transfer on behalf of Neodesha Land Bank. Seconded by Commissioner Vail-Keller. Motion carried.

Commissioner Vail-Keller moved to adjourn as the Neodesha Land Bank and reconvene as the City of Neodesha Governing Body. Seconded by Commissioner Banzet. Motion carried.

Administrator Jones addressed the Commission regarding formally approving the 2023 Audit as was presented by Jarred, Gilmore & Phillips at the June 26, 2024 meeting. Discussion held.

Commissioner Vail-Keller moved to accept the 2023 Audit as was presented at the June 26, 2024 Commission Meeting. Seconded by Commissioner Banzet. Motion carried.

Administrator Jones addressed the Commission regarding the 2025 Budget. An in-depth discussion was held with the Governing Body and Department Head staff reviewing the budget. No action taken

At 2:27 p.m. Commissioner Vail-Keller moved to adjourn. Seconded by Commissioner Banzet. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT**ORDINANCE NO 12****7/10/2024**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
ADVANCE CONTROL SOLUTIONS LLC	ALARM BOX REPAIR	1,365.30	74149	7/10/2024
ADVANCE INSURANCE COMPANY	JULY PREMIUMS	528.24	74151	7/10/2024
BEACHNER GRAIN INC	DOG FOOD/WEED KILLER	188.50	74152	7/10/2024
BIG SKY TIRE	TIRES	180.50	74153	7/10/2024
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	3,031.95	74154	7/10/2024
CALLTOWER	PHONE CHARGES	303.75	74156	7/10/2024
CHASE PEST CONTROL LLC	EXTERMINATOR SERVICE	300.00	74157	7/10/2024
CIVIC PLUS LLC	ONLINE CODE HOSTING	1,197.00	74158	7/10/2024
CLEAVER FARM & HOME	SUPPLIES	367.29	74159	7/10/2024
CONRAD FIRE EQUIPMENT INC	FIRE EQUIPMENT	13,129.43	74160	7/10/2024
CONSTELLATION NEWENERGY	JUNE BILLING	12,026.67	74161	7/10/2024
CULLIGAN OF INDEPENDENCE	JULY WATER SERVICE	275.32	74162	7/10/2024
EAGLE RESEARCH CORP	DATA PUBLICATION FEE	45.00	74163	7/10/2024
EMERGENCY APPARATUS MAINTENANCE	PUMP TEST & SERVICE	12,361.71	74164	7/10/2024
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALL	85.00	74165	7/10/2024
FREDONIA NAPA PARTS & SERVICE	PARTS & SUPPLIES	142.00	74166	7/10/2024
FREDONIA TRUE VALUE HARDWARE	GAS CAN/EZ POUR SPOUT	71.96	74167	7/10/2024
G & W FOODS	POOL CONCESSIONS & SUPPLIES	596.11	74169	7/10/2024
GALLS LLC	UNIFORM PANTS	176.00	74170	7/10/2024
HARMONY LODGE	3RD QTR LEASE 2024	1,200.00	74171	7/10/2024
HEALY LAW OFFICES, LLC	FRANCHISE FEES	1,137.50	74172	7/10/2024
HUGO'S INDUSTRIAL SUPPLY, INC	SUPPLIES	323.63	74173	7/10/2024
INA ALERT.INC	SECURITY CAMERAS	1,141.46	74174	7/10/2024
JEFF HULL'S PAVING & SEAL COAT	COMPLETED STREET PROJECT	34,262.00	74175	7/10/2024
TOMMY JOHN	CLEANING SERVICES	200.00	74176	7/10/2024
KANSAS MUNICIPAL UTILITIES	3RD QTR TRAINING GROUP 4 DUES	2,156.25	74177	7/10/2024
KANSAS ONE-CALL SYSTEM, INC	JUNE LOCATES	48.00	74178	7/10/2024
LAKELAND OFFICE SYSTEMS	COPIER MAINTENANCE	278.29	74179	7/10/2024
MCCARTY'S OFFICE MACHINES INC	OFFICE SUPPLIES	274.95	74180	7/10/2024

MELS PRINTING	TIME OFF REQUEST	179.90	74181	7/10/2024
MERIDIAN ANALYTICAL LABS LLC	WASTEWATER ANALYSIS	500.00	74182	7/10/2024
MIDWEST COMPUTER SALES	IT SERVICES	1,515.00	74183	7/10/2024
NDB NEODESHA	2024 FIREWORKS LIABILITY	412.00	74184	7/10/2024
NEODESHA DERRICK NEWS	PUBLICATIONS	732.00	74185	7/10/2024
NRS	DRYSTOCK REPLACEMENT	110.39	74186	7/10/2024
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SVC	2,044.90	74187	7/10/2024
PRAIRIE FIRE COFFEE	BEVERAGE SERVICE	724.99	74188	7/10/2024
PRIORITY POWER	JULY BILLING	1,000.00	74189	7/10/2024
RAILROAD MANAGEMENT CO III,LLC	SEWER/WATER LINE LEASE	1,128.86	74190	7/10/2024
SPARKLIGHT	INTERNET SERVICE	175.73	74191	7/10/2024
STERICYCLE INC	DISPOSAL SERVICE	244.31	74192	7/10/2024
THOMPSON BROTHERS SUPPLY INC	OXYGEN/CYLINDER LEASE	1,386.82	74193	7/10/2024
US CELLULAR	CELL PHONE/TABLET CHARGES	348.13	74194	7/10/2024
USD 461	POOL CONCESSIONS	1,143.51	74195	7/10/2024
WEIS FIRE & SAFETY	FIRE SUPPLIES	1,910.96	74196	7/10/2024
EVERGY	AIRPORT RUNWAY LIGHTS	86.98	74197	7/10/2024
EVERGY	STREET LIGHTS @ OTTAWA	109.49	74198	7/10/2024
WILSON MEDICAL CENTER	TAX DISTRIBUTION	133,909.53	74199	7/10/2024
WOODS LUMBER COMPANY	SUPPLIES	214.86	74200	7/10/2024
ZOLL MEDICAL CORPORATION GPO	ELECTRODES	351.00	74201	7/10/2024
****TOTAL****		235,623.17		

CITY OF NEODESHA

RESOLUTION NO. 24-14

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 1007 Seward, LEGAL DESCRIPTION: LOTS 3 & 4, BLOCK 2, BLAKESLEE'S 2ND ADDITION, CITY OF NEODESHA, IS UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Neodesha, Kansas did on the 1st day of February, 2024 file with the governing body of said City a statement in writing that a certain structure, hereinafter described, was unsafe and dangerous; and

WHEREAS, the governing body did by Resolution dated the 8th day of May, 2024, fix the time and place of a hearing at which the owner, his or her agent, any lienholders of record and any occupant 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; and

WHEREAS, such Resolution was published in the official city paper on the 30th day of May, 2024, and on the 6th day of June, 2024, and a copy of such Resolution was served on all persons entitled thereto in all respects as provided by law; and

WHEREAS, on this 10th day of July, 2024, the governing body has heard all evidence submitted by the enforcing officer of the city, the owners, agents, lienholders, and occupants of such structure (having appeared or having failed to appear);

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NEODESHA, THAT said governing body hereby finds that the structure is unsafe and dangerous and hereby directs such structure **LOCATED AT 1007 Seward, LEGAL DESCRIPTION: LOTS 3 & 4, BLOCK 2, BLAKESLEE'S 2ND ADDITION, CITY OF NEODESHA**, to be repaired or removed and the premises made safe and secure. The owner of such structure is hereby given _____ *days* from the date of publication of this Resolution within which to commence the repair or removal of such structure within the time stated or fails to diligently prosecute the same until the work is completed, said governing body will cause the structure to be repaired or razed and removed and the costs of such repair, razing and removing, less salvage if any, to be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this Resolution to be published once in the official city paper and a copy mailed to the owners, agents, lienholders and occupants as provided by law.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 10th day of July, 2024.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 24-15

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 1024 Seward, LEGAL DESCRIPTION: LOTS 31 & 32, BLOCK 1, BLAKESLEE 2ND ADDITION, CITY OF NEODESHA, IS UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Neodesha, Kansas did on the 1st day of February, 2024 file with the governing body of said City a statement in writing that a certain structure, hereinafter described, was unsafe and dangerous; and

WHEREAS, the governing body did by Resolution dated the 8th day of May, 2024, fix the time and place of a hearing at which the owner, his or her agent, any lienholders of record and any occupant 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; and

WHEREAS, such Resolution was published in the official city paper on the 30th day of May, 2024, and on the 6th day of June, 2024, and a copy of such Resolution was served on all persons entitled thereto in all respects as provided by law; and

WHEREAS, on this 10th day of July, 2024, the governing body has heard all evidence submitted by the enforcing officer of the city, the owners, agents, lienholders, and occupants of such structure (having appeared or having failed to appear);

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NEODESHA, THAT said governing body hereby finds that the structure is unsafe and dangerous and hereby directs such structure **LOCATED AT 1024 Seward, LEGAL DESCRIPTION: LOTS 31 & 32, BLOCK 1, BLAKESLEE 2ND ADDITION, CITY OF NEODESHA**, to be repaired or removed and the premises made safe and secure. The owner of such structure is hereby given _____ *days* from the date of publication of this Resolution within which to commence the repair or removal of such structure within the time stated or fails to diligently prosecute the same until the work is completed, said governing body will cause the structure to be repaired or razed and removed and the costs of such repair, razing and removing, less salvage if any, to be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this Resolution to be published once in the official city paper and a copy mailed to the owners, agents, lienholders and occupants as provided by law.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 10th day of July, 2024.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 24-16

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS AT WHICH TIME THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF THE STRUCTURE LOCATED AT 127 Mill Street, Neodesha KS 66757; LEGAL DESCRIPTION: Beginning 250 feet East of the NW corner of that part of Block 75, City of Neodesha, that part of the block of South Mill Street, thence East 75 feet, thence South to the South side of the block, thence West 75 feet, thence North to point of beginning. MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Brogan Jones, the Enforcement Officer of the City of Neodesha, did on the 24th day of June, 2024, file with the Governing Body of said City a statement in writing that certain unoccupied structures hereinafter described are unsafe and dangerous;

NOW, THEREFORE, BE IT RESOLVED by the Governing body of the City of Neodesha that a hearing will be held on the 11th day of September, 2024, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8th; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at **127 Mill Street, Neodesha KS 66757** may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published two consecutive times and shall give notice of the aforesaid hearing in the manner provided by law.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 10th day of July 2024.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk



June 26, 2024

Honorable Mayor and City Commission
City of Neodesha, Kansas
P.O. Box 336
Neodesha, Kansas 66757

We are pleased to confirm our understanding of the services we are to provide the City of Neodesha, Kansas for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statement of the City of Neodesha as of and for the year ended December 31, 2024. It is agreed that the basis of presentation of the financial statement will demonstrate compliance with the regulatory basis of accounting. It is further agreed that the City shall pass, by resolution, a waiver of the requirements of the law relating to the preparation of the financial statement and financial reports that conform to generally accepted accounting principles as provided by K.S.A. 75-1120a (c).

We have also been engaged to report on supplementary information that accompanies the City of Neodesha's financial statement. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statement as a whole in a report combined with our auditor's report on the financial statement:

- 1) Summary of Expenditures – Actual and Budget – Regulatory Basis (Budget Funds only)
- 2) Schedule of Receipts and Expenditures – Actual and Budget – Regulatory Basis
- 3) Summary of Receipts and Disbursements- Agency Funds- Regulatory Basis

The objectives of our audit are to obtain reasonable assurance as to whether the financial statement as a whole is free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statement is fairly presented, in all material respects, in conformity with the regulatory basis of accounting; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statement as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statement.

Jarred, Gilmore & Phillips, PA
CERTIFIED PUBLIC ACCOUNTANTS

412 MAIN, P.O. BOX 97
NEODESHA, KANSAS 66757
(620) 325-3430

1815 S. SANTA FE, P.O. BOX 779
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16 W. JACKSON
IOLA, KANSAS 66749
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Auditor's Responsibilities for the Audit of the Financial Statement

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statement, including the disclosures, and determine whether the financial statement represents the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statement does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statement, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

- 1) Management override of controls
- 2) Improper revenue recognition

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of the City of Neodesha's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Responsibilities of Management for the Financial Statement

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of a financial statement that is free from a material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statement in conformity with the regulatory basis of accounting with the oversight of those charged with governance.

Management is responsible for making drafts of financial statement, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statement and related matters.

Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statement. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with the regulatory basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statement with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the regulatory basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the regulatory basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Other Services

We will also assist in preparing the financial statement of the City of Neodesha in conformity with the regulatory basis of accounting based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Jarred, Gilmore & Phillips, PA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Kansas or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Jarred, Gilmore & Phillips, PA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the State of Kansas or its designee. The State of Kansas or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Neil L. Phillips, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

To ensure that Jarred, Gilmore & Phillips, PA's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

It is our understanding that your intent in engaging us is that the financial statement we render to you under this agreement will be made available to the State of Kansas Division of Accounts and Reports. Moreover, as of the time of this engagement, we have not been notified, in writing or otherwise, that the professional accounting services rendered under this agreement will be made available to any other person, firm, or corporation for any purpose not specified hereinabove. Consequently, no other person, firm, or corporation is entitled to rely upon these professional

services for any purpose without our express, written agreement. This engagement letter embodies the entire agreement and understanding between the parties hereto and there are no promises, warranties, covenants or conditions made by any of the parties except as herein expressly contained. The terms and conditions of this engagement shall be governed and construed in writing signed by all the parties. It is agreed that venue and jurisdiction involving any matters arising out of this engagement letter is in the State of Kansas.

Disputes arising under this agreement (including the scope, nature, and quality of services to be performed by us, our fees, and other terms of the engagement) shall be submitted to mediation. A competent and impartial third party, acceptable to both parties, shall be appointed to mediate, and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any non-prevailing party found not to have participated in the mediation process in good faith.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. We will perform the audit services for an amount not to exceed \$9,400.00, which includes travel and out-of-pocket costs. The City may be subject to a Single Audit in 2024 if Federal expenditures exceed \$750,000.00. If so, additional audit procedures will be required by the Single Audit Act. Our estimated fee for these additional services will be \$2,900.00, and a new engagement letter must be obtained.

These fees are based upon anticipated cooperation from your personnel, and the assumption that unexpected circumstances will not be encountered during the audit. The following are examples of circumstances which could result in an increase in fees:

- accounting records that are not reconciled to detailed records and therefore, not ready to be audited,
- a significant change in the amount or type of accounting records maintained,
- change in personnel with a corresponding change in level and quality of work performed,
- additional significant state and/or federal grants not identified previously,
- issuance of long-term debt not identified previously for the purposes of new financing or refunding of previously issued long-term debt, or
- new GASB pronouncements that require additional compliance work.
- a greater than expected risk of material misstatement due to fraud.
- additional grant funding that requires additional compliance testing.

We would like to point out that we expect the proposal fee to be a maximum charge. As can be seen above, the additional charges would only be necessary due to unusual circumstances not foreseen when the audit proposal was prepared. If significant additional time is necessary, we would discuss it with you and arrive at a new fee estimate.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Reporting

We will issue a written report upon completion of our audit of the City of Neodesha's financial statement. Our report will be addressed to the Honorable Mayor and City Commission of the City of Neodesha. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

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

Sincerely,



JARRED, GILMORE & PHILLIPS, PA
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the **City of Neodesha, Kansas.**

Signature _____

Title _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Statement of Plaintiffs' Executive Committee

June 7, 2024

The below statement is on behalf of National Prescription Opiate Litigation MDL Plaintiffs' Executive Committee co-leads Joe Rice of Motley Rice LLC; Jayne Conroy of Simmons Hanly Conroy; and Paul T. Farrell Jr. of Farrell & Fuller Law LLC.

“This \$1.2 billion settlement with Kroger marks another significant step in holding each company involved in the opioid epidemic accountable and ensuring essential resources are delivered to communities across the country. We encourage all eligible states and subdivisions to join us in this settlement to expedite the process of providing these life-saving resources where they are needed most.

“Although the efforts of the law firms appointed five years ago to the opioid MDL leadership have secured over \$51 billion for communities nationwide, our work is not over. We remain committed to vigorously pursuing the remaining cases against pharmacy benefit managers and other regional manufacturers, distributors, and pharmacies.”

Additional background: Dependent on state and subdivision participation, the settlement with Kroger totaling \$1.2 billion will be paid out over eleven years after its effective date.

###

DEMOLITION BID SHEET

Date 07/02/2024

Time: 10:00 am

<u>Contractor</u>	<u>922 N 8th</u>	<u>Total Bids</u>	Bidder Information Form	Signed Statement of Understanding	Proof of Liability Insurance
Recrete Design	9,700	9,700	x	x	x

<u>Staff Recommendation</u>	<u>Total Bid</u>
Recrete Design	9,700
Bid Total for Projects	



THE CITY OF NEODESHA

P O BOX 336 NEODESHA, KANSAS 66757 PH: 620-325-2828 FX: 620-325-2481

NOTICE OF AWARD

BID DATE: 07/01/2024 **AWARD DATE:** 07/10/2024

AWARDED TO: REcrete Design

MAILING ADDRESS: 28 Century Parkway

CITY: Neodesha **STATE:** KS **ZIP CODE:** 66757

WORK PH: 620-205-9896 **E-MAIL ADDRESS:** recrete@yahoo.com

BID AMOUNT: \$ 9,700

In accordance with the purchasing policy of the City of Neodesha, Kansas, the City has obtained, reviewed and evaluated bids received for furnishing, performing and completing all work for the project listed below:

PROJECT: Demolition of 922 N 8th Street

Thank you for submitting your bid proposal on the above listed properties. We appreciate the great deal of time and work it takes to create a bid proposal. You will be receiving a **NOTICE TO PROCEED** in the mail in the very near future.

Brogan Jones, City Administrator

07/10/2024
Date

NOTICE TO PROCEED

DATE: 07/10/2024

DATE RELEASED TO COMMENCE: 07/10/2024

CONTRACT AMOUNT: \$9,700

AWARDED TO: REcrete Desing

ADDRESS (C/S/Z) 28 Century Parkway, Neodesha KS

WORK PHONE: 620-205-9896

EMAIL ADDRESS: recrete@yahoo.com

This will serve as formal notice to proceed with the following work:

Demolition of property located at 922 N 8th Street

This notice is subject to all terms and conditions of your proposal. All work must be completed within 60 days from commencement date above.

INVOICES:

E-mail invoices to: Rhonda Howell / rhowell@neodeshaks.org

Or, you may mail invoices to:

City of Neodesha
PO Box 336
Neodesha, KS 66757

Brogan Jones, City Administrator

07/10/2024

Date