#### Agenda

# City Commission of the City of Neodesha, KS June 25, 2025 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
- Mayor's Report
- Commissioner's Reports
- City Administrator's Comments
- Community Development Director Report
- Financial Reports Distributed

#### Item 2: Public Comments

<u>Item 3: Consent Agenda</u> (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 11, 2025 Minutes
- Approval of June 20, 2025 Special Call Minutes
- Appropriation (2025) 11

#### Item 4: Business Items to Consider

- A. Ordinance: Dangerous Structures; 127 Mill
- B. Resolution: Dangerous Structures; 1305 N 8th
- C. Resolution: Depository Resolution
- D. 2025 Audit Engagement Letter: Jarred, Gilmore & Phillips PA
- E. Consider Conditional Offer Letter: Casey's General Store
- F. NHS Clay Target Team: Renew Agreement
- G. Rankin Memorial Library: Appointment to Board
- H. Set Date/Time for Special Call Meeting: 2026 Budget

#### Item 5: Date/Time of Next Regular Meeting

Wednesday, July 9, 2025 at <u>4:00</u> p.m. - Regular Meeting, City Hall

Item 6: Executive Session: Non-elected Personnel

Item 7: Adjournment

# AGENDA COMMENTS CITY COMMISSION MEETING June 25, 2025

#### 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: Ordinance: Dangerous Structures; 127 Mill

This property has already been through the process in late 2024. Time was given to the parties that held interest in the property. Nothing has been done so now we are moving forward with the demo process.

RECOMMENDED MOTION: I move to approve Ordinance 1821 as presented.

# 4.B: Resolution: Dangerous Structures; 1305 N 8th

This property is one that the City would like to move forward in the yard abatement process. This resolution is the first step in getting this property cleaned up.

RECOMMENDED MOTION: I move to approve Resolution 25-07 as presented.

# 4.C: Resolution: Depository Resolution

This resolution is the change the City depository information. Removing Commissioner Jabben and adding Commissioner Truelove.

RECOMMENDED MOTION: I move to approve Resolution 25-08 as presented.

# 4.D: 2025 Audit Engagement Letter: Jarred, Gilmore & Phillips PA

This item is the letter authorizing Jared, Gilmore & Phillips PA to conduct our 2025 audit.

RECOMMENDED MOTION: I move to approve the audit engagement letter with Jared, Gilmore & Phillps PA as presented.

## 4.E: Offer Letter from Casey General Stores

Caseys General Stores has proposed an offer to the City of Neodesha for our property just north of the City electrical shop. They are offering \$235,000 for 3 acres of that parcel.

RECOMMENDED MOTION: I move to approve the offer from Casey's General Stores to purchase 3.01 acres located at the southeast corner of Highway 400 and Highway 75 for the amount of \$235,000.

## 4.F: NHS Clay Target Team: Renew Agreement

Mr. Joe Cody wanted to be on the agenda to come talk with the commission on the potential of renewing the agreement for the clay shooting team to continue operations at the Airport.

RECOMMENDED MOTION: No Motion Needed.

# 4.G: Rankin Memorial Library: Appointment to Board

The Library Board would like to recommend the appointment of Carolyn Smalley to the Library Board.

RECOMMENDED MOTION: I move to appoint Carolyn Smalley to the Library Board for the term expiring 4/30/2028.

# 4.H: Set Date/Time for Special Call Meeting: 2026 Budget

We need to schedule another budget workshop for the 2026 budget. This will be to present the new budget with the recommended changes by the commission.

RECOMMENDED MOTION: I move to set a special call budget meeting for (DATE) at (TIME).

# **EXECUTIVE SESSION: Non-Elected Personnel**

I move to recess to an Executive Session including the Governing Body, City Administrator, City Clerk and Chief of Police 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 June 11, 2025

The Board of Commissioners met in regular session at 2:00 p.m., on Wednesday, June 11, 2025, in the Commission Room at City Hall conducting the meeting by live streaming with Zoom with Mayor Johnson presiding and Commissioner Banzet present.

Ed Truelove, duly appointed Commissioner of the City of Neodesha on the 28<sup>th</sup> day of May, 2025, having subscribed to his Oath of Office, takes his seat as Commissioner on this 11<sup>th</sup> day of June, 2025.

Commissioner Banzet moved to approve the agenda as presented. Seconded by Commissioner Truelove. Motion carried.

Civic organization reports were invited and heard.

Commission reports were heard.

City Administrator comments were heard.

Community Development Director reports were heard.

Financial reports were distributed.

Public Comments were invited and heard.

Commissioner Truelove moved to approve the consent agenda as presented consisting of minutes from the May 28, 2025 Special Call Meeting; minutes from the May 28, 2025 meeting; and Appropriation (2025) 10. Seconded by Commissioner Banzet. Motion carried.

The Governing Body welcomed Emily Franks, Jarred, Gilmore & Phillips PA, for a presentation of the 2024 Audit. Discussion held.

Commissioner Banzet moved to approve the 2024 Audit as presented. Seconded by Commissioner Truelove. Motion carried.

Administrator Jones addressed the Commission regarding the ratification of the dollar amount approved for radios from TBS Electronics. The original quote of \$14,000 was approved at the March 26, 2025 meeting. Discussion held.

Commissioner Banzet moved to approve the purchase of radios from TBS Electronics in an amount not to exceed \$14,140. Seconded by Commissioner Truelove. Motion carried.

Administrator Jones addressed the Commission regarding an update to the Sewer Lift Station Rehab project involving the need for Starbuck Trucking to be onsite longer than anticipated for services performed. Discussion held.

Commissioner Truelove moved to approve the payment to Starbuck Trucking in an amount not to exceed \$7,850. Seconded by Commissioner Banzet. Motion carried.

Administrator Jones addressed the Commission regarding a request to consider changing the time of day of Commission Meetings. Discussion held.

Commissioner Banzet moved to change the time of the regularly scheduled City Commission meetings on the  $2^{nd}$  and  $4^{th}$  Wednesday each month to 4:00 p.m. Seconded by Commissioner Truelove. Motion carried.

Administrator Jones addressed the Commission regarding setting a date and time for a Special Call Meeting for a 2026 Budget Worksession. Discussion held.

Commissioner Truelove moved to set a Special Call Meeting for Friday, June 20, 2025, at 12:15 p.m. Seconded by Commissioner Banzet. Motion carried.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, June 25, 2025, at 2:00 p.m.

Commissioner Banzet moved to recess to an Executive Session to include the Governing Body, City Administrator, Chief of Police, and the City Clerk 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 3:45 p.m. Seconded by Commissioner Truelove. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 3:45 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.

Commissioner Truelove moved to recess to an Executive Session to include the Governing Body, City Administrator, Andrea Norman, and the City Clerk 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 3:55 p.m. Seconded by Commissioner Banzet. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

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At 3:55 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.

Commissioner Banzet moved to recess to an Executive Session to include the Governing Body, City Administrator, Chief of Police, and the City Clerk 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 4:10 p.m. Seconded by Commissioner Truelove. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 4:10 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.

Commissioner Truelove moved to terminate Andrea Norman from the Neodesha Police Department effective immediately however the suspension shall be reversed and considered with pay. Seconded by Commissioner Banzet. Motion carried.

At 4:11 p.m. Commissioner Banzet moved to adjourn. Seconded by Commissioner Truelove. Motion carried.

ATTEST:	Devin Johnson, Mayor	
Stephanie Fyfe, City Clerk		



#### SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS

Neodesha, Kansas June 20, 2025

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Friday, June 20, 2025 at 12:15 p.m., at City Hall, 1407 N. 8th St, for the following purpose:

- 1. Ordinance: Setting Date/Time of Commission Meetings
- 2. 2026 Budget Work Session

The Board of Commissioners met in a Special Call Session at 12:15 p.m. at City Hall, 1407 N 8th Street, on Friday, June 20, 2025, with Mayor Johnson presiding and Commissioners Banzet and Truelove present.

Administrator Jones addressed the Commission regarding an Ordinance that modifies the date and time set for Commission Meetings. The only change of note is moving the time of the meetings from 2:00 p.m. to 4:00 p.m. Discussion held.

#### **ORDINANCE NO. 1820**

AN ORDINANCE AMENDING SECTION 2-22 OF THE NEODESHA CITY CODE REGARDING THE DAY AND TIME OF MEETINGS OF THE GOVERNING BODY AND REPEALING OLD SECTION 2-22 OF THE NEODESHA CITY CODE AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS.

Section 1: Section 2-22 of the Neodesha City Code is hereby amended to read as follows:

Section 2-22: Day and Time of Meeting:

(a) The governing body of the City shall hold regular meetings at City Hall on the second and fourth Wednesdays of each month at 4:00 p.m., except for the first regular meeting in January, when a newly elected Commissioner is sworn in. In such cases, the first regular meeting of January shall take place at City Hall on the second Monday of January at the regular scheduled time. If a scheduled meeting day, other than the second Monday of January, falls on a legal holiday, the Commission may determine an alternative date and time. Special meetings may be called by the mayor or vice-mayor along with one commissioner, in accordance with K.S.A. 14-1403.

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(b) Regular or special meetings of the governing body may be adjourned for the completion of its business at such subsequent time and place, as the governing body shall determine in its motion to adjourn.

Section 2: Old Section 2-22 of the Neodesha City Code and all ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 3: This ordinance shall be in force and effect after its publication in the official City Newspaper.

Commissioner Banzet moved to adopt Ordinance 1820 as presented. Seconded by Commissioner Truelove.

Motion carried.

Administrator Jones addressed the Commission regarding the 2026 Budget now that the County Clerk numbers related to the Revenue Neutral Rate have come in. Department Heads were also present for the discussion held. No action taken.

At 1:35 p.m. Commissioner Banzet moved to adjourn. Seconded by Commissioner Truelove. Motion carried.

ATTEST:	Devin Johnson, Mayor
Stephanie Fyfe, City Clerk	

#### **APPROPRIATIONS REPORT**

6/25/2025

VENDOR	REFERENCE	AMOUNT	CHECK NO	CHECK DATE
AT&T	FIBER OPTIC SYSTEM	599.50	75774	6/25/2025
ADVANCE INSURANCE COMPANY	JULY PREMIUMS	545.13	75776	6/25/2025
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	181.25	75777	6/25/2025
CANON FINANCIAL SERVICES	PRINTER LEASE	186.71	75778	6/25/2025
CDL ELECTRIC CO INC	REPAIR PUMP @ POOL	7,473.07	75779	6/25/2025
CINTAS	FIRST AID SUPPLIES	639.98	75780	6/25/2025
CORE & MAIN	PARTS & SUPPLIES	3,169.16	75781	6/25/2025
DEPARTMENT OF COMMERCE	LOVE KS BOOMERANGS	35.20	75782	6/25/2025
EAGLE RESEARCH CORP	DATA PUBLICATION FEE	45.00	75783	6/25/2025
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 7/25	50.00	75784	6/25/2025
EVERBLUE POND	POND FOUNTAIN & LIGHTS	5,827.16	75785	6/25/2025
F ALLEN MOORHEAD, JR, MD	PREEMPLOYMENT PHYSICAL	302.77	75786	6/25/2025
FOUR STATE MAINT SUPPLY, INC	SUPPLIES	103.86	75787	6/25/2025
GREEN ENVIRONMENTAL SVCS	DELIVERY & ROLL OFF CHARGE	1,325.00	75788	6/25/2025
GROEBNER & ASSOCIATES INC	FLAGS	1,754.36	75789	6/25/2025
JEREMY GROGAN	REIMBURSEMENT FOR TRAINING	31.81	75790	6/25/2025
HAWKINS INC	CHEMICALS	90.06	75791	6/25/2025
IMAGE TREND INC	ELITE EMS FIELD SUPPORT	1,043.82	75792	6/25/2025
TOMMY JOHN	CLEANING SERVICES	200.00	75793	6/25/2025
KANSAS JUDICIAL COUNCIL	PATTERN INSTRUCT CRIMINAL 4 24	95.00	75794	6/25/2025
NKC Tire	TIRES	556.20	75795	6/25/2025
LAKELAND OFFICE SYSTEMS LLC	COPIER MAINTENANCE	437.02	75796	6/25/2025
LAWSON PRODUCTS	SUPPLIES	224.28	75797	6/25/2025
LORAN FAWCETT CHAPEL	REPLACEMENT URN VAULT	495.00	75798	6/25/2025
MCCARTY'S OFFICE MACHINES INC	COPY PAPER	219.96	75799	6/25/2025
MID-AMERICAN RESEARCH CHEMICAL	WASP & HORNET KILLER	174.30	75800	6/25/2025
BANK OF AMERICA	ROCK	1,905.13	7580:	L 6/25/2025
NEODESHA AUTO SUPPLY	AUTO PARTS & SUPPLIES	1,276.11	75803	6/25/2025

PITNEY BOWES	POSTAGE FOR METER	1,000.00	75804	6/25/2025
PRAIRIE FIRE COFFEE	BEVERAGE SERVICE	341.87	75805	6/25/2025
PRIORITY POWER	JUNE BILLING	1,000.00	75806	6/25/2025
GEORGE PYRDANN	REFUND ON TICKET	20.00	75807	6/25/2025
QUILL LLC	OFFICE SUPPLIES	79.98	75808	6/25/2025
RANKIN MEMORIAL LIBRARY	TAX DISTRIBUTION	32,698.97	75809	6/25/2025
RODNEY M SCHLEGEL II	CONCRETE SLAB @ CROWDER PARK	1,800.00	75810	6/25/2025
ROBOTRONICS, INC	REPAIR	2,277.25	75811	6/25/2025
FIRST RESPONDER OUTFITTERS INC	UNIFORMS	1,812.24	75812	6/25/2025
SF AUTOMOTIVE	VEHICLE REPAIR	4,261.27	75813	6/25/2025
SUPERIOR E R VEHICLES	EMERGENCY EQUIP INSTALLATION	315.00	75814	6/25/2025
TBS ELECTRONICS INC	RADIOS	14,140.00	75815	6/25/2025
THOMPSON BROTHERS SUPPLY INC	O2/CYLINDER LEASE	450.99	75816	6/25/2025
TLC GROUNDSKEEPING INC	MAIN ST LANDSCAPE MAINTENANCE	177.19	75817	6/25/2025
TRI VALLEY DEVELOPMENTAL SERV	DOCUMENT DESTRUCTION	384.60	75818	6/25/2025
UNIFIRST CORPORATION	<b>RUG &amp; CLEANING SUPPLIES</b>	184.88	75819	6/25/2025
WALMART COMMUNITY BRC	SUPPLIES	107.07	75820	6/25/2025
WILSON MEDICAL CENTER	DRUG SCREEN	864.00	75821	6/25/2025
WITMER PUBLIC SAFETY GROUP INC	FIRE HELMET	567.44	75822	6/25/2025

\*\*\*\*TOTAL\*\*\*\* 91,469.59

# ACH ELECTRIC ENERGY STATEMENTS BILLED June 2025

KMEA - SPA Hyrdro Project	May 2025 Service	3,607.00
KMEA - GRDA Power Supply Project	July 2025 Service	107,669.00
KMEA - Energy Mgmt Project No 3	May 2025 Service	124,768.00

TOTAL ACH Electric Energy Statements 236,044.00

#### **ORDINANCE NO. 1821**

AN ORDINANCE AUTHORIZING AND DIRECTING THE REMOVAL OF CERTAIN UNSAFE AND DANGEROUS STRUCTURES LOCATED AT: 127 Mill Street, Neodesha KS 66757 ON LEGAL DESCRIPTION127 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, AUTHORIZING THE FINANCING OF THE COSTS OF SUCH REMOVAL BY THE SALE OF SALVAGE FROM SUCH STRUCTURES, IF ANY, AND/OR FROM THE GENERAL FUND OF THE CITY, AND THE LEVYING OF SPECIAL ASSESSMENTS AGAINST THE LOTS ON WHICH SUCH STRUCTURE IS LOCATED.

WHEREAS, the governing body did after proper notice and hearing as provided by law make findings by Resolution 24-27 dated October 23, 2024, that the structure hereinafter described as unsafe and dangerous and did direct the owner of such structure to repair or remove the same and make the premises safe and secure, together with the statement that if the owner failed to commence the repair or removal within the time fixed by such resolution or failed to diligently prosecute the same until the work was completed, the city would cause the structure to be razed and removed, and

WHEREAS, such resolution was published in the official city newspaper and copies of such resolution were mailed to each owner, agent, lienholder of record and occupants of such structures and were otherwise served as required by law, and

WHEREAS, the owner has wholly failed to commence the repair or removal of such structures; now therefore

# BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS:

Section 1: The enforcing officer is hereby authorized and directed to cause the dwelling located at 127 Mill Street, Neodesha KS 66757. Legal Description: 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., to be razed and removed and the premises be made safe and secure and for this purpose is authorized to invite bids, negotiate a contract, or cause the work to be done by city employees.

Section 2: The enforcing officer shall keep an account of the cost of the work and may sell the salvage from such structures and shall keep an account of the receipts therefrom as provided by law.

Section 3: All costs incurred by the city in the razing and removal of such structures and the making of the premises safe and secure shall be paid from moneys received from the sale of salvage therefrom and all moneys in excess of that necessary to pay such costs shall, after the payment of all costs, be paid to the owner of the premises upon which said structures were located: PROVIDED, that if there is no salvageable material or if moneys received from the sale of salvage is insufficient to pay the cost of such work, such costs or any portion thereof in excess of the amount received from the sale of salvage shall be assessed as a special assessment against the lots on which the structure was located and may be financed until the assessment is paid out of the general fund of the city.

Section 4: EFFECTIVE DATE. This ordinance shall be in full force and effect upon its publication in the official city newspaper.

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 25th day of June, 2025.

ATTEST:		
ATTEST.		Devin Johnson, Mayor
Stephanie	Fyfe, City Clerk	

#### CITY OF NEODESHA

#### **RESOLUTION NO. 25-07**

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 1305 North 8th Street LEGAL DESCRIPTION: The South Seventeen (17) feet of Lot 77, all Lots 78, 79, 80 and 81, and the North Six (6) feet of Lot 82, Block Two (2), Westlawn Addition to the City of Neodesha, MAY APPEAR AND SHOW CAUSE WHY SUCH PROPERTY SHOULD NOT BE CONSIDERED UNSAFE OR CAUSING A BLIGHTING INFLUENCE AND DIRECTING THE VIOLATION TO BE ABATED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

**WHEREAS**, the Enforcement Officer of the City of Neodesha, did on the 15<sup>th</sup> day of January, 2025, file with the Governing Body of said City a statement in writing that the property was found to be unsafe and/or causing a blighting influence;

NOW, THEREFORE, BE IT RESOLVED by the Governing body of the City of Neodesha that a hearing will be held on the 23<sup>rd</sup> day of July, 2025, before the Governing Body of the City at 4:00 p.m. in the Commission Room of City Hall, 1407 N. 8<sup>th</sup>; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at 1305 North 8<sup>th</sup> Street may appear and show cause why such property should not be considered a blighting influence and/or an unsafe property and be ordered to abate the property and be made safe and secure.

**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 25<sup>th</sup> day of June 2025.

TTEST:	
	Devin Johnson, Mayor
Stephanie Fyfe, City Clerk	

#### CITY OF NEODESHA

#### **RESOLUTION NO. 25-08**

**NOW**, on this 25<sup>th</sup> day of June, 2025, 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.

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

NAME	TITLE
Devin Johnson	Mayor
Duane Banzet	Vice Mayor
Eddy R Truelove	Commissioner
Anita Buchanan	City Treasurer / Utility Billing Supervisor
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.

<u>Section 3</u>. 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 <u>one</u> of the following:

NAME	TITLE
Devin Johnson	Mayor
Duane Banzet	Vice Mayor
Eddy R Truelove	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.

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

NAME	TITLE
Rhonda Howell	Assistant City Clerk
Anita Buchanan	City Treasurer / 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.

<u>Section 5</u>. 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 <u>two</u> of the following:

NAME	TITLE
Stephanie Fyfe	City Clerk
Devin Johnson	Mayor
Duane Banzet	Vice Mayor
Eddy R Truelove	Commissioner
Brogan Jones	City Administrator

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

NAME	TITLE	
Devin Johnson	Mayor	
Duane Banzet	Vice Mayor	
Eddy R Truelove	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.

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

NAME	TITLE	
Devin Johnson	Mayor	
Duane Banzet	Vice Mayor	
Eddy R Truelove	Commissioner	
Anita Buchanan	City Treasurer / Utility Billing Supervisor	
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 <u>one</u> of the following:

<u>NAME</u>	TITLE
Devin Johnson	Mayor
Duane Banzet	Vice Mayor
Eddy R Truelove	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.

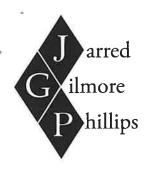
<u>Section 10</u>. That the Community National Bank of Neodesha, Kansas, be and is hereby designated a depository of the City of Neodesha for the purpose of investing idle funds in time certificates of deposit and that all checks, drafts, notes or orders shall be signed or requested by <u>one</u> of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

NAME	TITLE	
Devin Johnson	Mayor	
Duane Banzet	Vice Mayor	
Eddy R Truelove	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 govern June, 2025.	ning body of the City of Neodesha, Kansas this 25 <sup>th</sup> day of
ATTEST:	Devin Johnson, Mayor
Stephanie Fyfe, City Clerk	_



June 11, 2025

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, 2025.

#### **Audit Scope and Objectives**

We will audit the financial statement of the City of Neodesha as of and for the year ended December 31, 2025. 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

#### 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 City or to acts by management or employees acting on behalf of the City.

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 City 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.

City of Neodesha, Kansas Page 3

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 City'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 City 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 City 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 City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City 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 \$9,800.00, which includes travel and out-of-pocket costs. The City may be subject to a Single Audit in 2025 if Federal expenditures exceed \$1,000,000.00. 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.

City of Neodesha, Kansas Page 6

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.

Jarred, Gilnow : Amelips, As

	JARRED, GILMORE & PHILLIPS, PA Certified Public Accountants
RESPONSE:	
This letter correctly sets forth the	e understanding of the <b>City of Neodesha, Kansas</b> .
Signature	<del></del>
Title	



May 21<sup>st</sup>, 2025

City of Neodesha c/o Devin Johnson PO Box 336 Neodesha, KS 66757

RE: SEC Hwy 400 & Hwy 75

Dear City of Neodesha c/o Devin Johnson,

Casey's submits the following proposal to purchase the Property for the purpose of developing a Casey's convenience store.

Seller: City of Neodesha c/o Devin Johnson

Seller Address: PO Box 336, Neodesha, KS 66757

**Buyer:** Casey's Retail Company ("Casey's").

<u>Property</u>: SEC Hwy 400 & Hwy 75 ~3.01 acres as shown on the preliminary site plan attached hereto or separately provided to Seller (the "Property").

Purchase Price: \$235,000

<u>Earnest money</u>: \$5,000 deliverable upon fully executed contract and shall be applicable to purchase price and refundable to Casey's until waiver of Contingencies.

<u>Due Diligence Period:</u> 270 days and an optional 90 day extension if contingencies are not satisfied or waived in the initial 270 days.

<u>Title Company/Closing Agent:</u> If Seller has a preferred title company or closing agent, insert name and contact info here:

Name	Address	Phone Number	
Security 1st Title	622 Madison St.,	(620) 378-2351	
_	Fredonia, KS 66736		

#### Contingencies:

- A. Casey's confirming that: (i) adequate utility services are available at no additional cost to Casey's, with the exception of typical connection or tap fees, (ii) the Property and the groundwater therein are not contaminated with any hazardous substance or material, and (iii) the soil and drainage of the Property are appropriate for Casey's intended use of the Property without the need for excessive grading, fill or earth removal, or extraordinary retaining walls, footings or pilings.
- B. Casey's obtaining from the appropriate authority or authorities all permits necessary to build and operate a Casey's convenience store in accordance with Casey's plan for development of the Property which sells motor fuel, groceries, packaged beer and wine and liquor, and prepared carry-out foods ("Permits"). Permits shall include, but not be limited to, (i) a suitable building permit; (ii) permits for more than one suitable access to and from public highways, including three full accesses on Ottawa Rd (iii) site plan approval (with conditional use approval, if required); (iv) permits for adequate signage (v) rezoning approval if required; and, (vi) authority or permits, as needed, for waste disposal and utility services.

**Closing:** Closing shall occur within 10 business days of satisfaction or waiver of the Contingencies. Closing agent costs and remaining closing charges shall be paid and prorated pursuant to local real estate customs.

<u>Subdivision or Replat.</u> The parties acknowledge that the Property needs to be subdivided or platted, Seller shall deliver a preliminary subdivision or plat map for Casey's review within 90 days after the purchase agreement is signed.

<u>Deed Restrictions</u> Seller will deed restrict the remainder of the larger parcel of land of which the Property is a part from being used for the sale of motor fuel, groceries, alcohol, tobacco, or from being used for any business whose primary business is the sale of pizza or donuts for a period of 15 years from the date of closing.

<u>Compliance with Kansas Law.</u> Nothing in this proposal or any later formal agreement shall be construed as limiting or prohibiting the Seller from complying with the Kansas Open Meetings Act (KOMA) and Kansas Open Records Act (KORA).

Access to Property. In order to allow Casey's to begin its due diligence activities as soon as possible, upon execution of this Letter of Intent, Casey's and its representatives shall have the right to access the Property to perform preliminary real estate assessments (survey, etc), and other non-invasive physical inspections necessary to review the Property, including any vacant structures, and their interiors. To the extent Casey's or its representative modifies the surface of the land in any way, it shall reasonably restore the land surface to the condition that existed prior to any such modification. All risk of loss for any personal injury or property damage caused by Casey's conduct during activities authorized hereunder shall remain with Casey's, and Casey's shall indemnify, defend and hold harmless the Seller from any and all claims, liability or damages for

any personal injury or property damage caused by Casey's conduct during activities authorized hereunder.

<u>Proof of Ownership/Abstract of Title.</u> Seller shall provide a copy of a deed showing title is held by Seller within 10 days of execution of this Letter of Intent. If Seller is not the current owner of the Property, Seller shall supply documentation prior to the execution of the purchase agreement evidencing Seller's right to convey the Property to Casey's at Closing.

No Disclosure and Stand Still: Seller shall not disclose the fact that discussions or negotiations are taking place concerning the possible sale of the Property or any of the terms thereof, with any other person or entity (including existing tenants) except for such persons who, because of their involvement with the transaction, need to know such information for the purpose of giving advice to Seller; provided, however, that said persons shall be informed by Seller of the confidential nature of such information and shall be directed by Seller to keep all such information in the strictest confidence. Seller shall not initiate or carry on negotiations for sale or lease of the Property with any party other than Casey's unless either: (i) Seller and Casey's fail to enter into the Purchase Agreement by July 28<sup>th</sup>, 2025 or (ii) Seller and Casey's agree in writing to abandon this Proposal.

**Non-Binding.** This is a non-binding offer and neither the Casey's nor Seller shall be legally obligated to purchase or sell the Property unless and until the Purchase Agreement has been mutually executed between Seller and Casey's in form and substance satisfactory to both parties, their legal counsel, and to the officers of each respective party authorized to execute such agreements. Notwithstanding the provisions of this paragraph to the contrary, Seller and Casey's agree that the above paragraph entitled "No Disclosure and Stand Still", and the indemnification provisions of "Access to Property", shall be binding, regardless of whether a Purchase Agreement is entered into by the parties.

If the above is acceptable to you, please acknowledge by returning a signed copy of this Proposal by 4:30 central time June 30<sup>th</sup>, 2025, and list any preferred title company or closing agent above. Casey's will then obtain any remaining internal approvals, and draft a Purchase Agreement for your review and execution. If we have not heard from you by the aforementioned time and date, this Proposal will automatically terminate. Please let me know if you have any questions.

Sincerely,	
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Tyler Hirl
Real Estate Associate
tyler.hirl@caseys.com

#### **SELLER:**

City of Neodesha c/o Devin Johnson

READ AND ACCEPTED thisday of	, 2025
By:	
Its:	
Direct Phone:	
Email:	

Exhibit "A"
Preliminary Site Plan



June 9, 2025

Carolyn Smalley 1302 N. 7<sup>th</sup> Neodesha, KS 66757

Neodesha City Commissioners 1407 N. 8<sup>th</sup> P.O. Box 336 Neodesha, KS 66757

Subject: Requesting Reinstatement to the W.A. Rankin Memorial Library Board of Directors

RE: Letter of Resignation for the W.A. Rankin Memorial Library Board of Directors; dated March 7, 2024. Carolyn J. Smalley

Dear Commissioners:

I am presenting my request for reinstatement go the subject Board as presented in the letter referenced above. The Board has held my previous position open on the Board as agreed to by the Commission. A new Director has been hired and is currently being trained. My date of resignation as Interim Director will be June 24, 2024. I respectfully request that I be reinstated to the Board in time for the July 21, 2025 Board meeting.

Thank you for your action on this request as formerly agreed.

Sincerely,

Carolyn J. Smalle

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