

Agenda
City Commission of the City of Neodesha, KS
November 12, 2025 4:00 p.m.

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

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 October 22, 2025 Minutes
- Appropriation (2025) 20

Item 4: Business Items to Consider

- A. Public Hearing: Dangerous Structures; 1011 Carolina
- B. Resolution: Dangerous Structures; 1011 Carolina; Action & Deadline
- C. Ordinance: Gateway Fiber Pole Attachment Agreement
- D. Approve Gateway Fiber Pole Attachment Agreement Addendum
- E. Ordinance: Dangerous Structures; 923 Illinois; Authorize Demolition
- F. Dangerous Structures: 923 Illinois; Review Yard Abatement
- G. Ordinance: Dangerous Structures; 1614 N 3rd; Authorize Demolition
- H. Dangerous Structures: 1614 N 3rd; Review Yard Abatement
- I. Dangerous Structures: 1305 N 8th; Review Yard Abatement Progress
- J. Approve Engagement Letter: Foulston Siefkin LLP
- K. Approve Interlocal Agreement: Labette Health for EMS Service
- L. Set Date & Time for Budget Amendment Publication Approval
- M. Set Date & Time for Day before Thanksgiving Meeting
- N. Set Date & Time for End of Year Meeting

Item 5: Additional Public Comments

Item 6: Date/Time of Next Regular Meeting

Meeting Set with Business Item 4M at ____ p.m. – Regular Meeting, City Hall

Item 7: Executive Session

Item 8: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
November 12, 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: Public Hearing: Dangerous Structures; 1011 Carolina

This public hearing pertains to the property located at 1011 Carolina. The residence has been vacant for an extended period of time, during which it has steadily deteriorated. As a result, the structure has fallen into a significant state of disrepair, raising concerns regarding safety, maintenance, and overall neighborhood appearance. The purpose of this hearing is to review the current condition of the property and determine the appropriate next steps moving forward.

RECOMMENDED MOTION: *No motion needed.*

4.B: Resolution: Dangerous Structures; 1011 Carolina

This resolution is necessary to establish the final actions and timeline required to complete the process. As with previous cases, the resolution outlines the specific steps the property owner must take to either demolish the structure or bring the home into compliance with current code standards.

RECOMMENDED MOTION: *I move to approve Resolution 25-23 as presented, allowing the property owner ____ days to abate the property located at 1011 Carolina Street, as directed.*

4.C: Ordinance: Gateway Fiber Pole Attachment Agreement

This is the pole attachment agreement for Gateway Fiber, formerly known as Kwikom Fiber. The company has been coordinating with Penny Speake to finalize this agreement during their ongoing operations in Neodesha.

RECOMMENDED MOTION: *I move to approve Ordinance 1824 as presented.*

4.D: Approve Gateway Fiber Pole Attachment Agreement Addendum

This addendum addresses the company's name change from Kwikom to Gateway Fiber. It serves as an administrative update to ensure that the correct entity is properly identified and reflected within the agreement.

RECOMMENDED MOTION: *I move to approve the Addendum to the Gateway Fiber Pole Attachment agreement as presented.*

4.E: Ordinance: Dangerous Structures; 923 Illinois; Authorize Demolition

This ordinance pertains to the property located at 923 Illinois. The property was reviewed during the October 8, 2025 meeting and, since that time, no improvements have been made. The structure has continued to deteriorate and is now considered to be in a significant state of disrepair.

RECOMMENDED MOTION: *I move to approve Ordinance 1825 as presented, directing the removal of certain dangerous and unsafe structures at 923 Illinois Street.*

4.F: Dangerous Structures: 923 Illinois; Review Yard Abatement

This item corresponds with the previous agenda topic. The yard at the property has also shown no signs of improvement and remains in poor condition.

RECOMMENDED MOTION: *No motion needed.*

4.G: Ordinance: Dangerous Structures; 1614 N 3rd; Authorize Demolition

This ordinance pertains to the property located at 1614 N 3rd Street. Since the last review on October 8, 2025, the property has shown minimal improvement, with the removal of the front patio being the only notable change.

RECOMMENDED MOTION: *I move to approve Ordinance 1826, directing the removal of certain dangerous and unsafe structures at 1614 N 3rd Street.*

4.H: Dangerous Structures: 1614 N 3rd; Review Yard Abatement

This item corresponds with the previous agenda topic. The yard at the property has also shown no signs of improvement and remains in poor condition.

RECOMMENDED MOTION: *No motion needed.*

4.I: Dangerous Structures: 1305 N 8th; Review Yard Abatement Progress

This is the second review of the property listed above. While there have been some minor improvements since the previous inspection—such as trimming overgrown shrubs in the yard—no significant actions have been taken to address or correct the overall conditions of the property.

RECOMMENDED MOTION: *No motion needed.*

4.J: Approve Engagement Letter: Foulston Siefkin LLP

This engagement letter pertains to the review process and the proposed inter-local agreement with Labette Health.

RECOMMENDED MOTION: *I move to approve the engagement letter with Foulston Siefkin LLP as presented.*

4.K: Approve Interlocal Agreement: Labette Health for EMS Service

This inter-local agreement, presented to the Commission on October 22, 2025, is designed to provide the City of Neodesha with EMS services through a contractual arrangement with Labette Health.

RECOMMENDED MOTION: *I move to approve the inter-local Agreement with Labette Health for EMS services pending final review/approval by the City Attorney and the Attorney contracted from Foulston Siefkin LLP.*

4.L: Set Date & Time for Budget Amendment Publication Approval

We need to schedule a special call meeting on the dates listed above to approve the publication of the budget amendment hearing. This hearing will be held in conjunction with the end-of-year meeting, which will be addressed as an upcoming agenda item.

RECOMMENDED MOTION: *I move to approve a special call meeting for 11/17 or 11/18 at (TIME).*

4.M: Set Date & Time for Day before Thanksgiving Meeting

We wanted to note this meeting as a potential date that could be rescheduled due to the holiday immediately following it. While this meeting does not directly conflict with the holiday—unlike the second December meeting scheduled for Christmas Eve—we wanted to address the topic to accommodate any commissioners who may have conflicting travel plans.

RECOMMENDED MOTION: *No motion needed if not wanting to change meeting time/date.*

OR

RECOMMENDED MOTION: *I move to approve the change of the second regularly scheduled Neodesha City Commission meeting in November to (DATE) at (TIME).*

4.N: Set Date & Time for End of Year Meeting

Our regularly scheduled second Wednesday in December meeting falls directly within the holiday season, originally set for December 24, 2025. Staff recommends rescheduling the meeting to one of the dates listed above, as this timing aligns well with the required budget amendment hearing and still provides sufficient time to submit the budget amendment to the county before year-end.

RECOMMENDED MOTION: *I move to approve the change of the second regularly scheduled Neodesha City Commission meeting in December to (DATE) at (TIME).*

AGENDA ITEM

Recommendation to Execute new Pole Attachment Agreement with JMZ Corporation, previously d/b/a KwiKom Communications, and Addendum to new Pole Attachment Agreement regarding JMZ Corporation's new d/b/a of Gateway Fiber

EXECUTIVE SUMMARY:

In October 2024, the City terminated the existing pole attachment agreement with KwiKom, as the City has been and is in the process of updating its pole attachment and right of way agreements, the City developed a new Pole Attachment Agreement which has been accepted and executed by JMZ Corporation, previously d/b/a KwiKom. If accepted by the Commission it will replace the old agreement with JMZ Corporation. The new Pole Attachment Agreement is attached hereto.

The proposed new Pole Attachment Agreement covers eligible City-owned poles. JMZ Corporation is solely a licensee and gains no property rights or ownership in the poles. It also provides for more robust risk management provisions. The initial term of the Agreement is five years, and if not terminated by either party, it will automatically renew for up to two additional five-year terms. The Agreement can be terminated by either party under specified conditions, such as uncured default. JMZ Corporation is responsible for all costs associated with "make-ready" work (modifications required to accommodate the new attachment), including surveys, engineering, and any necessary pole replacements. The City retains the discretion to perform or not perform this work with its own crews or contractors with the ability to recoup actual documented costs.

The new Agreement provides a substantially increased pole attachment rate calculated in accordance with Kansas statutes and the FCC Regulations. The new agreement will increase the attachment rate from \$1.00 per pole to \$13.55 per attachment with a two percent (2%) annual increase. All attachments and installations must comply with the City's construction standards and all applicable state and federal laws and engineering standards, including the National Electrical Safety Code (NESC). JMZ Corporation has agreed to indemnify the City against all liability and claims arising from its use of the poles, except in the event the City is grossly negligent or engages in intentional misconduct. The Licensee is required to maintain a specified level of general liability insurance (e.g., \$2 million per occurrence, \$2 million aggregate, and \$4 million umbrella) to protect the City's interests. The City maintains the right to deny access to poles if an attachment jeopardizes public safety, welfare, or system reliability, or exceeds capacity. Lastly, the City reserves the right to require the relocation or removal of attachments in the event of an emergency or public works project.

Since previously executed by KwiKom, the new Pole Attachment Agreement will have an effective date of May 27, 2025.

Since the execution of the Pole Attachment Agreement by KwiKom, JMZ Corporation has changed its doing business as ("d/b/a") name to Gateway Fiber. Although the contracting entity is unchanged and remains JMZ Corporation, the Addendum, which is attached hereto, will

incorporate the new d/b/a Gateway Fiber. All other terms of the new Pole Attachment Agreement remain unchanged.

RECOMMENDATION/SUGGESTED ACTION:

As the terms of the new JMZ Corporation, d/b/a Gateway Fiber, new Pole Attachment Agreement are non-discriminatory, commercially reasonable, and protect the public interest.

It is recommended the City Commission approve the new Pole Attachment Agreement and authorize the Mayor to execute the agreement, and the Addendum to that Agreement at this time. In addition, it is recommended that authorization be provided for the preparation and negotiation with JMZ Corporation of a new franchise agreement authorizing their provision of telecommunication and broadband services within the territorial limits of the City.

The Board of Commissioners met in regular session at 4:00 p.m., on Wednesday, October 22, 2025, in the Commission Room at City Hall with Mayor Johnson presiding and Commissioners Banzet and Truelove present. The meeting was recorded via Zoom platform. Technical difficulties delayed the recording of the beginning of the meeting.

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. *Recording capabilities were restored during this time.*

Commissioner Truelove moved to approve the consent agenda as presented consisting of minutes from the October 8, 2025 meeting; and Appropriation (2025) 18. Seconded by Commissioner Banzet. Motion carried.

Administrator Jones along with Community Development Director Chris Bauman addressed the Commission regarding a request to use the cemetery after posted hours for the Chamber's Annual Cemetery Tours. Discussion held.

Commissioner Truelove moved to approve the use of the cemetery after normal business hours for the Chamber's Annual Cemetery Tours on October 29, 2025. Seconded by Commissioner Banzet. Motion carried.

Administrator Jones addressed the Commission regarding the approval of the use of a newly created Limited Utility Status Form. This proposed system is the best solution developed to address the concern raised while ensuring the City of Neodesha remains in compliance with current ordinances and maintains accurate records of properties under limited utility status. Discussion held.

Commissioner Banzet moved to approve the use of the Limited Utility Status form as presented. Seconded by Commissioner Truelove. Motion carried.

Administrator Jones along with Building Inspector Tommy John addressed the Commission regarding Landlord Licensing. This application will be administered through the City of Neodesha and would require all landlords to register their rental units with the City. The program will better assist individuals who contact the City seeking available rental housing. Discussion held. No action taken.

Administrator Jones along with Building Inspector Tommy John addressed the Commission regarding a registry for vacant housing. Recognizing that the City of Neodesha has already adopted the Minimum Housing Code, the purpose of this proposal is to establish a registry for vacant residential properties within the City. With a similar system already in place for vacant commercial and industrial properties, this would expand that approach to include residential housing. Discussion held. No action taken.

The Governing Body welcomed representatives from Labette Health; Brian Williams, President/CEO, and Randy Grimmer, EMS Director—who presented a proposal opportunity to the City regarding a potential partnership for the provision of EMS services. Discussion held. No action taken.

The Governing Body continued to the final agenda item to further discuss options for future EMS Services. No action taken.

Public Comments were again invited and heard.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, November 12, 2025, at 4:00 p.m.

At 5:58 p.m. Commissioner Banzet moved to adjourn. Seconded by Commissioner Truelove. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT**ORDINANCE NO 20****11/12/2025**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
D'ANN ADAMS	CIVIC CENTER RENTAL REFUND	200.00	76394	11/12/2025
BAILEY FARM INVESTMENT, LLC	2025 LAND LEASE & WATER TOWER	1,600.00	76395	11/12/2025
BEACHNER GRAIN INC	TORDON RTU/BOLTS	49.13	76396	11/12/2025
CALLTOWER	PHONE CHARGES	307.00	76398	11/12/2025
PATRICK CHRISLIP	CONSULTING SERVICES	25.00	76399	11/12/2025
CINTAS	FIRST AID SUPPLIES	544.81	76400	11/12/2025
CLEAVER FARM & HOME	SUPPLIES	173.08	76401	11/12/2025
CORE & MAIN	PARTS & SUPPLIES	549.90	76402	11/12/2025
SHELBY CULBERTSON	CLEANING SERVICES	100.00	76403	11/12/2025
CULLIGAN OF INDEPENDENCE	NOVEMBER WATER SERVICE	348.83	76404	11/12/2025
EAGLE RESEARCH CORP	DATA PUBLICATION FEE	45.00	76405	11/12/2025
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 11/25	50.00	76406	11/12/2025
ENCORE ENERGY SERVICES INC	OCTOBER BILLING	41,513.24	76407	11/12/2025
ENVIROLINE CO INC	PREVENTIVE MAINT SVC/OVERLOAD	1,509.63	76408	11/12/2025
FREDONIA TRUE VALUE HARDWARE	SUPPLIES	178.69	76409	11/12/2025
G & W FOODS	WATER,PROPANE,SUPPLIES	108.16	76410	11/12/2025
GALLS LLC	UNIFORMS	531.84	76411	11/12/2025
GWORKS	ANNUAL LICENSE & SUPPORT FEES	16,870.00	76412	11/12/2025
HAWKINS INC	CHEMICALS	5,272.28	76413	11/12/2025
HEALY LAW OFFICES, LLC	POLE ATTACHMENTS	2,007.50	76414	11/12/2025
HUGO'S INDUSTRIAL SUPPLY, INC	FLOOR CLEANER	22.90	76415	11/12/2025
IMPRINTS LABEL & DECAL	SPECIAL VEHICLE PERMIT LABELS	270.00	76416	11/12/2025
TOMMY JOHN	CLEANING SERVICES	100.00	76417	11/12/2025
KANSAS ONE-CALL SYSTEM, INC	OCTOBER LOCATES	45.22	76418	11/12/2025
KANSAS STATE TREASURER	MUNICIPAL COURT FEES	4,253.72	76419	11/12/2025
LEASE FINANCE SERVICES	COPIER LEASE	435.21	76420	11/12/2025
LEAGUE OF KS MUNICIPALITIES	2025 ORA/STO/UPOC	423.69	76421	11/12/2025
LILLY'S TOWING SERVICE	TOWED TRASH TRUCK	602.00	76422	11/12/2025

LITTLE BEAR TIRE	TIRE REPAIR	52.03	76423	11/12/2025
MERIDIAN ANALYTICAL LABS LLC	WASTEWATER ANALYSIS	61.00	76424	11/12/2025
MIDWEST COMPUTER SALES	IT SERVICES	494.18	76425	11/12/2025
MYTOWN MEDIA	NEODESHA SPORTS	175.00	76426	11/12/2025
NEODESHA DERRICK NEWS	PUBLICATIONS	751.00	76427	11/12/2025
O'REILLY AUTOMOTIVE INC	AUTO PARTS & SUPPLIES	714.69	76428	11/12/2025
PAR FORMS PRINTING, INC	ENVELOPES & MOVE TICKETS	1,247.00	76429	11/12/2025
PEREGRINE CORPORATION	LASER BILLING CARDS	1,014.92	76430	11/12/2025
PORTER DRUGS	STOCK MEDS FOR AMBULANCE	283.00	76431	11/12/2025
PRAIRIE FIRE COFFEE	BEVERAGE SERVICE	155.56	76432	11/12/2025
PRIORITY POWER	NOVEMBER BILLING	1,000.00	76433	11/12/2025
PROTECTIVE EQUIPMENT TESTING L	GLOVES/GLOVE TESTING	379.77	76434	11/12/2025
ANGELA SCHWEIKHARD	CIVIC CENTER RENTAL REFUND	200.00	76435	11/12/2025
SPARKLIGHT	INTERNET SERVICE	205.59	76436	11/12/2025
SPARKLIGHT	INTERNET SERVICE	103.66	76437	11/12/2025
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	95.00	76438	11/12/2025
THOMPSON BROTHERS SUPPLY INC	OXYGEN/CYLINDER LEASE	179.00	76439	11/12/2025
US CELLULAR	CELL PHONE/TABLET CHARGES	620.48	76440	11/12/2025
EVERGY	STREETLIGHTS @ OTTAWA	107.26	76441	11/12/2025
WILSON MEDICAL CENTER	OCTOBER TAX DISTRIBUTION	28,435.86	76442	11/12/2025
ZOLL MEDICAL CORPORATION GPO	ELECTRODES	254.25	76443	11/12/2025
EVERGY	AIRPORT RUNWAY LIGHTS	86.53	76191	10/24/2025
EVERGY	STREETLIGHTS @ OTTAWA	107.99	76192	10/24/2025
ENCORE ENERGY SERVICES INC	SEPTEMBER BILLING	42,936.90	76193	10/24/2025
VISA	MEMBER DUES,SUPPLIES,TRAINING	8,106.65	76194	10/24/2025
ENTERPRISE FM TRUST	OCTOBER BILLING	1,805.61	76195	10/24/2025
SOUTHERN STAR CENTRAL GP INC	SEPTEMBER BILLING	12,768.08	76196	10/24/2025
WEX BANK	FUEL	8,622.34	76197	10/24/2025
CLARENCE SNYDER	GARNISHMENT REFUND	322.36	76198	10/24/2025
ADVANCE INSURANCE	NOVEMBER PREMIUMS	476.53	76376	10/31/2025
AT & T	FIBER OPTIC SYSTEM	602.64	76377	10/31/2025
US CELLULAR	GAS CHARTING	52.47	76378	10/31/2025
GRIFFITH DEVELOPMENT	HEAL GRANT FUNDING DISBURSEMENT	48,750.00	76379	10/31/2025

SPARKLIGHT	INTERNET SERVICE	191.11	76380	10/31/2025
EVERGY	AIRPORT RUNWAY LIGHTS	94.45	76381	10/31/2025
AMERICAN LEAK DETECTION	POOL LEAK DETECTION	3,705.00	76382	10/31/2025
RUTH BAUMAN	REIMBURSEMENT	321.45	76383	10/31/2025
AUSTIN HILL	SWIFTWATER RESCUE REIMBURSEMENT	140.50	76384	10/31/2025
****TOTAL****		243,756.69		

CITY OF NEODESHA

RESOLUTION NO. 25-23

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 1011 Carolina, LEGAL DESCRIPTION: Lots Six (6), Seven (7), Eight (8), and Nine (9), Block Three (3), S.J. Shutt's Addition to the 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 10th day of July, 2025, 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 October, 2025, 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 16th day of October, 2025, and on the 23rd day of October, 2025, and a copy of such Resolution was served on all persons entitled thereto in all respects as provided by law; and

WHEREAS, on this 12th day of November, 2025, 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 1011 Carolina, Lots Six (6), Seven (7), Eight (8), and Nine (9), Block Three (3), S.J. Shutt's Addition to the 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 12th day of November, 2025.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1824

AN ORDINANCE OF THE CITY OF NEODESHA, KANSAS AUTHORIZING THE EXECUTION OF A POLE ATTACHMENT AGREEMENT AND AN ADDENDUM TO THAT POLE ATTACHMENT AGREEMENT WITH JMZ CORPORATION, A KANSAS CORPORATION THAT FORMERLY DID BUSINESS AS KWIKOM COMMUNICATIONS BUT IS NOW DOING BUSINESS AS GATEWAY FIBER FOR THE ATTACHMENT OF COMMUNICATION AND BROADBAND FACILITIES ON CITY OWNED UTILITY POLES.

WHEREAS, the City of Neodesha, Kansas (the “City”) owns and operates a municipal electric utility system, which includes various utility poles located within the City’s corporate limits; and

WHEREAS, the City has determined that granting access for telecommunications and broadband providers to attachment equipment to City-owned poles is in the public interest, as it promotes competition and the deployment of advanced communication services; and

WHEREAS, JMZ Corporation, a Kansas corporation that formerly did business as KwiKom Communications and is now doing business as Gateway Fiber (the “Provider”) has requested to attach its communications and broadband facilities to the City’s utility poles; and

WHEREAS, the City and Provider have negotiated a Pole Attachment Agreement (the “Agreement”) outlining the terms, conditions, and fees for the Provider’s use of the City’s utility poles; and

WHEREAS, Provider formerly did business in Kansas under the name KwiKom Communications and has notified the City that it has changed its doing business as name (its “d/b/a”) to Gateway Fiber; and

WHEREAS, Provider and the City wish to formally amend the Agreement via an Addendum to the Agreement (the “Addendum”) to reflect this change in the Provider’s d/b/a name; and

WHEREAS, except as expressly modified by the Addendum, all other terms and conditions of the Agreement shall remain unchanged; and

WHEREAS, the Agreement provides for the review, approval, or denial of attachment requests based on sufficient capacity, safety, and reliability requirements, and generally applicable engineering standards, in compliance with all applicable laws; and

WHEREAS, the City Commission has reviewed the proposed Agreement and Addendum and finds they are in the best interests of the City and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF NEODESHA, KANSAS:

Section 1. Authorization for Agreement and Addendum. The City Commission hereby authorizes and approves the Pole Attachment Agreement and the Addendum to the Pole Attachment Agreement between the City of Neodesha, Kansas and JMZ Corporation, that formerly did business as KwiKom Communications, but which is now doing business as Gateway Fiber, in substantially the form attached hereto as Exhibit A-Pole Attachment Agreement and Exhibit B-Addendum to Pole Attachment Agreement.

Section 2. Execution. The Mayor is hereby authorized and directed to execute the Agreement and the Addendum, and the City Clerk is directed to attest thereto.

Section 3. Other Actions. The Mayor, City Administrator, and other appropriate City staff are authorized to take all actions necessary to implement the terms of the Agreement, the Addendum, and this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official city newspaper.

PASSED and APPROVED by the Governing Body of the City of Neodesha, KS and signed by the Mayor this 12th day of November, 2025.

CITY OF NEODESHA, KANSAS

Mayor, Devin Johnson

ATTEST:

City Clerk, Stephanie Fyfe

ADDENDUM TO POLE ATTACHMENT AGREEMENT

BETWEEN

**JMZ CORPORATION, formerly d/b/a KWIKOM COMMUNICATIONS,
now d/b/a GATEWAY FIBER**

AND

NEODESHA, KANSAS

This Addendum (“Addendum”) to the Pole Attachment Agreement is made and entered into this 16th day of October, 2025, between the City of Neodesha, Kansas, (“City”) and JMZ Corporation, formerly d/b/a KwiKom Communications, now d/b/a Gateway Fiber (“Licensee”):

Reference: This Addendum pertains to the Pole Attachment Agreement between the City and the Licensee, dated May 27, 2025, which is hereby incorporated by reference (the “Agreement”).

WHEREAS, the licensee is a party to the Agreement with the City for the purpose of attaching its telecommunications and broadband facilities to the City’s utility poles; and

WHEREAS, Licensee has advised City that it has changed its “doing business as” (“d/b/a”) name and wishes to formally document this change within the Agreement; and

WHEREAS, the parties desire to amend the Agreement solely for the purpose of updating Licensee’s d/b/a name.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Name Change.** The preamble of the Agreement is hereby amended to change the Licensee’s name for all future purposes. The Licensee’s legal name, JMZ Corporation, shall continue to be used as specified in the Agreement, The “doing business as name” (“d/b/a”) is changed as follows:

- a. Old d/b/a Name:** KwiKom Communications.
 - b. New d/b/a Name:** Gateway Fiber.
- 2. **No other changes.** Except as explicitly modified by this Addendum, all other terms, conditions, and provisions of the original Pole Attachment Agreement shall remain in full force and effect.
- 3. **Governing Law.** The Agreement and this Addendum shall be governed by and construed in accordance with the laws of the state of Kansas.
- 4. **Execution of Agreement.** Each party hereto has read, agreed to, and executed this Addendum on the date indicated. The signators of this Addendum state they have the necessary authority from the governing body of the City and JMZ Corporation, d/b/a Gateway Fiber to bind their respective jurisdiction and entity named herein.
- 5. **Counterparts.** This Addendum may be executed in any number of counterparts by the parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Addendum, the parties may execute and exchange electronic form counterparts of the signature pages to this Addendum.
- 6. **Binding Effect.** This Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

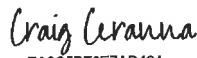
[Remainder of page left blank. Signature page follows.]

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

CITY OF NEODESHA, KANSAS

By: Devin Johnson, Mayor
1407 N. 8th
Neodesha, KS 66757

JMZ CORPORATION, d/b/a GATEWAY FIBER

Signed by:

EA2C5BF6E7AD42A

By: Craig M. Ceranna, CFO
4550 W. 109th St., #115
Overland Park, KS 66211

ORDINANCE NO. 1825

AN ORDINANCE AUTHORIZING AND DIRECTING THE REMOVAL OF CERTAIN UNSAFE AND DANGEROUS STRUCTURES LOCATED AT 923 ILLINOIS STREET ON LEGAL DESCRIPTION: Lots 11 and 12, Block 14, Ford's Addition to the City of Neodesha, Wilson County, Kansas, 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 25-20 dated October 14, 2025, 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 923 ILLINOIS STREET, on legal description: : Lots 11 and 12, Block 14, Ford's Addition to the City of Neodesha, Wilson County, Kansas, 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 12th day of November, 2025.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1826

AN ORDINANCE AUTHORIZING AND DIRECTING THE REMOVAL OF CERTAIN UNSAFE AND DANGEROUS STRUCTURES LOCATED AT 1614 NORTH 3RD STREET, ON LEGAL DESCRIPTION: DESCRIPTION *Lots Numbered Six (6) and Seven (7), Block Numbered One (1), Deer's Subdivision of part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of the Section Numbered Seventeen (17), Township Numbered Thirty (30) South, Range Numbered Sixteen (16) East, in the City of Neodesha, Wilson County, Kansas*, 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 25-21 dated October 14, 2025, 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 1614 NORTH 3RD STREET, on legal description: DESCRIPTION *Lots Numbered Six (6) and Seven (7), Block Numbered One (1), Deer's Subdivision of part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of the Section Numbered Seventeen (17), Township Numbered Thirty (30) South, Range Numbered Sixteen (16) East, in the City of Neodesha, Wilson County, Kansas*, 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 12th day of November, 2025.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

FOULSTON

ATTORNEYS AT LAW

Alex W. Schulte

aschulte@foulston.com
Phone: 913.253.2155
Fax: 866.347.3810

1551 N. WATERFRONT PARKWAY, SUITE 100
WICHITA, KS 67206-4466



October 29, 2025

City of Neodesha, Kansas
Attn: Brogan Jones, City Administrator
1407 N 8th St,
Neodesha, KS 66757
bjones@neodeshaks.org

Re: Agreement for Legal Services

Dear Mr. Jones:

We are pleased that you have asked our Firm to serve as counsel for **City of Neodesha, Kansas** ("Client"). This letter will confirm the engagement of our Firm and describe the basis on which we will provide legal services to Client.

1. Client; Scope of Representation. Our client in this matter will be **City of Neodesha, Kansas**. We will be engaged to advise Client in connection with a Interlocal Agreement.

Our engagement will be limited to this matter, and will not include representation of Client's interests in any other matter unless mutually agreed. Client may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us.

Our engagement does not include any advice or other legal services relating to federal or state securities laws or the Corporate Transparency Act, including appearing or practicing before the U.S. Securities and Exchange Commission ("SEC") or Client's disclosure obligations under such laws. We understand that Client will not, without our prior written consent, include documents or information we provide to Client in any filings with federal or state securities regulators, including the SEC.

I will be Client's principal contact with the Firm. Portions of our work may be performed from time to time by other lawyers and paralegals in the Firm as necessary, based on their special expertise in a given area or to provide services in an efficient and timely manner. My current hourly rate for this engagement is \$405.

2. Terms of Engagement. Our Standard Terms of Engagement brochure is enclosed and describes the general understandings upon which we will provide our services to you. This brochure describes the basis upon which our legal fees will be determined, the expense items for which Client will be charged, when and how you will be billed, and other important information

about the terms of our engagement. Please review this information carefully and contact me if you have any questions or concerns, or if there is any item to which you do not agree.

3. Conflicts. As we have discussed, the Firm represents many other companies and individuals. It is possible that during the time that we are representing Client, some of our present or future clients will have disputes or transactions with Client. Client agrees that, subject to our obligation to consult with Client on matters that are directly adverse to Client or which may materially limit our representation of Client, we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for Client even if the interests of such clients in those other matters are adverse to Client. We agree, however, that Client's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of Client, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in the other matter by such client to Client's material disadvantage. Client should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent Client.

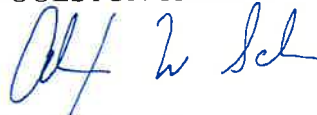
4. Further Questions. The lawyer-client relationship is one of mutual trust and confidence. We strive to see that our clients are satisfied not only with our services but also with the reasonableness of the fees and disbursements charged for those services. Whenever you have any questions or comments regarding our services, or the status of Client's file(s), or whenever any new facts or considerations come to your attention, you should contact the lawyer with whom you are working, or David E. Rogers, the Managing Partner of the Firm. We also encourage you to inquire about any matter relating to our fee arrangements or monthly statements that is in any way unclear or appears unsatisfactory.

Should you decide not to use our legal services, a bill will be forwarded to you for all work done to date, and we will consider the file closed. This letter should be retained for your files.

We appreciate your selecting us as your legal counsel and look forward to a long and cordial relationship.

Very truly yours,

FOULSTON SIEFKIN LLP



Alex W. Schulte

FOULSTON

ATTORNEYS AT LAW

1551 N. WATERFRONT PARKWAY, SUITE 100
WICHITA, KS 67206-4466

CITY OF NEODESHA, KANSAS

Standard Terms of Engagement

This document sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this document carefully and contact us promptly if you have any questions. You should retain this document in your file.

1. Charges

1.1. Professional fees

Unless otherwise specified in writing to you, our fees will be principally based upon the amount of time we spend on your matter. We will, however, take other factors permitted or required under the ethical rules that govern our practice into consideration in determining our fee.

We charge time for lawyers, legal assistant staff and some support staff.

We will record time spent on your work in one-tenth of an hour (six minute) units. Each unit represents work done for all, or any part, of a six-minute period.

Currently our hourly billing rates range from \$215 to \$800 for our attorneys, and \$155 to \$225 for those legal assistants and analysts who are likely to be involved on your matter.

1.2. Expenses

We will charge you at cost for direct expenses we incur on your behalf doing your work, unless otherwise specified to you in writing. In our discretion, direct expenses will be billed directly to you by third party service providers.

We reserve the right to make and retain, at your expense, copies of all documents generated or received by us in the course of our representation of you.

1.3. Office services

We reserve the right to charge you, at our cost, for certain office services that we use or supply to you to do your work, such as messenger and delivery service, long distance and telecopy, document

production, facsimiles and CD/DVD/VHS reproductions.

We currently charge the Internal Revenue Service allowance for mileage and 15 cents per photocopy page. We regularly examine our costs and periodically modify all of our support charges.

1.4. Secretarial and word processing services

Our fees may include secretarial and word processing services, at \$75 per hour, if these services are required outside normal business hours and requested by you in advance.

1.5. Travel and accommodation

If we need to travel for your work, you agree to pay our reasonable travel and accommodation charges. In addition, work-related travel by our people will be billed at that person's hourly fee or an agreed charge.

1.6. Estimate of charges

If we give you an estimate of our charges, it is based on the scope of work expected at the time we give you the estimate and it is not binding on us. If the scope of work changes, we will give you a revised estimate.

1.7. Changes to our charges

We may change our charges from time to time and will notify you of any substantial changes.

2. Retainers

2.1. Establishment

We may ask you for a retainer. Retainers will be placed in a trust account on your behalf and are refundable to the extent not subject to

disbursement. Unless specifically instructed by you to the contrary, retainers will be placed by us in our unsegregated trust account. Interest earned on that account is paid to the State Bar of Kansas for its legal services projects for the poor. If specifically instructed by you to place your retainer in a segregated trust account for your benefit, interest accruing on your segregated trust account is credited to you and must be reported by you as interest income for income tax purposes.

2.2. Disbursement

Retainers that are received to cover specified items will be disbursed as we agree. Retainers that are made by you to cover specific services and costs will be held as an advance to be applied against your fees and costs, and you expressly authorize us to withdraw from the trust account the sums necessary to pay for services as they are performed and costs as they are incurred.

You will be notified in writing of trust account amounts applied or withdrawn, and you will also be provided with a statement explaining the services rendered and the costs incurred.

We may request additional retainers to cover further services and costs, if circumstances warrant. When our services are completed or terminated, you will receive a final invoice. If there is a balance due to you, the amount will be returned to you after payment of our final invoice.

3. Billing Arrangements

3.1. Monthly billing

Unless otherwise agreed, we will issue a monthly bill. Our bill is payable within 30 days of its issuance, unless otherwise agreed.

Unless specifically stated in a separate writing, signed by both of us, payment for our services is not contingent upon the outcome of any matter.

3.2. Interim statements

In ongoing matters, when the amount involved is sufficient to warrant a billing, we customarily submit periodic interim statements for services rendered and disbursements. Interim billings are generally based solely on standard hourly billing rates.

3.3. Separate billings for each matter

If we are working on more than one matter for you, you may receive separate billings for each matter or a combined statement for all matters. If you have a

preference for either separate or combined billings, please let us know.

3.4. Payment

You agree to pay for legal services we provide at your request regardless of the location or jurisdiction in which those services are provided.

If we act for you, and you have an agreement or understanding with another person (e.g. a lessee, or a party to litigation) that the third party is required to pay our charges (or any part of them), you are still liable to pay our charges.

Payment should be sent directly to the Accounting Department of the Firm in Wichita at 1551 N. Waterfront Parkway, Suite 100, Wichita, Kansas 67206.

3.5. Late charge

We reserve the right to add a monthly service charge of 1.5% in the case of late payments.

4. Duty of Care

4.1. Advice given only to client

Any advice, recommendation or work we provide to you is given solely for your benefit. You agree not to copy or give our work to any other parties without our consent.

We do not accept any duty of care or liability to any other person or entity other than the named client, unless we expressly agree.

Except as specifically agreed by us in writing, our representation of you will not give rise to a lawyer-client relationship between us and any of your affiliates, partners, individual members, officers, directors or any other entities or individuals.

4.2. Opinions and subsequent developments

Opinions we express about the outcome of a legal matter are necessarily limited by our knowledge of facts at the time opinions are expressed and the law then in effect. Nothing in our engagement letter and nothing in our statements to you should be construed as a promise or guarantee about the outcome of your matters.

Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, we have no continuing obligation to advise you with respect to future legal developments that may have an impact upon you.

If changes are made to our work, we are not responsible for any loss caused by the changes unless we have specifically approved them.

5. Client Responsibilities

5.1. *Be candid and cooperative*

You agree that you will provide us with true, complete, candid, accurate and timely information and instructions and acknowledge that a failure to do so may result in a loss being caused to you or another party.

5.2. *Be available*

You will be available to confer with us and will keep us advised of your current address, telephone number and email address.

5.3. *Pay our bills*

You will pay our bills promptly.

6. Conclusion of Our Representation

6.1. *Final statement*

Our representation of you will end upon our sending of a final statement for services rendered in this matter. Termination of our engagement will not affect your responsibility to pay for legal services rendered and all costs incurred up to the date of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

6.2. *By you*

You may end our engagement by giving us written notice at any time. If you do this, our engagement is ended from the date we receive your written notice. If you end our engagement, you must pay our charges up to the date we received your written notice.

6.3. *By the Firm*

We may end our engagement by giving you written notice of our intent to withdraw from our representation for any reason required or permitted by the applicable rules of professional conduct cause.

6.4. *Retention of your documents*

Non-public information you have supplied to us and which is retained by us will be kept confidential in accordance with applicable rules of professional conduct.

At your request, your papers and property will be returned to you promptly upon receipt of payment

for outstanding fees and costs. We will retain our files pertaining to the matter.

If you would like to make copies of our files, you or your new lawyer can arrange to make copies of all our papers that we believe are necessary to continued representation. You will be charged any additional cost of copying, including professional fees for time expended in reviewing files to be copied.

We reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of our engagement.

7. Electronic Communications

Electronic communications, including email, may be intercepted, redirected, or read by third parties, including other parties who may have access to your computer and by individuals who are not intended recipients but who have legitimate access to the computer system of the sender or recipient. This may occur without the knowledge of either the sender or the intended recipient.

Although we have encryption and other electronic communication security in place, you acknowledge and accept the risks that electronic communications may not always be secure. Unless you request us to do otherwise, we may communicate with you electronically, including by email.

8. Privacy Policy

Subject to the rules of professional conduct governing confidentiality, Foulston Siefkin collects and may share information relating to you and your work in order to conduct its business, to provide and market our services, and to meet our legal obligations.

**INTERLOCAL COOPERATION AGREEMENT BY AND AMONG
LABETTE COUNTY MEDICAL CENTER D/B/A LABETTE HEALTH
AND
THE CITY OF NEODESHA, KANSAS**

THIS INTERLOCAL COOPERATION AGREEMENT (the “**Agreement**”), is made and entered into effective November ____, 2025, by and among Labette County Medical Center d/b/a Labette Health (“**Labette Health**”) and the City of Neodesha, Kansas (“**Neodesha**”), each a “**Party**” and collectively, the “**Parties**.”

WITNESSETH:

WHEREAS, Labette Health operates Labette Health Emergency Medical Services (“**Labette EMS**”) as a county-wide advanced life support (ALS) transport EMS system that serves all of Labette County and a portion of Neosho and Cherokee Counties in Kansas and Craig County, Oklahoma; and

WHEREAS, Neodesha operates the Neodesha Fire Department (“**Neodesha EMS**”) including the provision of ambulance services responding to medical calls within the Neodesha, Kansas service area; and

WHEREAS, Labette Health, by and through Labette EMS, and Neodesha, by and through the Neodesha EMS, wish to mutually cooperate with each other to foster, continue and improve the cooperative nature and coordinated effort of emergency medical and ambulance services within the geographic boundaries of their respective jurisdictions to improve quality through standardization; and

WHEREAS, the Kansas Interlocal Cooperation Act, K.S.A. 12-2901 *et seq.*, and amendments thereto (the “**Act**”), permits municipal and county government units, including the Parties, to make the most efficient use of their powers by enabling them to cooperate with other localities, persons, associations and corporations on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, there may arise, from time to time, an incident involving rescue, medical emergency, or medical transport services within the service area of one Party that may require the assistance of the other Party or Parties; and

WHEREAS, the Parties hereto are desirous of entering into an agreement concerning the provision of such assistance and aid for their mutual advantage.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants, conditions and promises hereinafter contained, and for other good and valuable consideration, the Parties hereto agree as follows:

1. PURPOSE.

The Parties hereto enter into this Agreement for the purpose of setting forth the understanding of the Parties for the mutual provision of EMS and ambulance services to the public in general and to cooperate with each other in such provision of rescue, medical emergency and medical transport services within each Party's respective jurisdictional boundaries and to assist each other as may be requested from time to time.

2. DUTIES, DURATION AND LEVEL OF SERVICE.

A. This Agreement will become effective upon its adoption by the governing bodies of each of the Parties and upon approval by the Attorney General of Kansas, and will remain effective for an initial term commencing upon the date of approval by the Attorney General of Kansas, and ending December 31, 2026, and thereafter shall be automatically renewed for periods of one (1) year each. Notwithstanding the foregoing, any Party may terminate this Agreement at any time for any reason or no reason, with or without cause, upon one hundred eighty (180) days' written notice to the other Parties.

B. Each Party hereby agrees to provide the EMS and ambulance services as may be requested by the other Party (or Parties) within the subject jurisdictions of the Parties. Each Party agrees to devote the necessary personnel, ambulance vehicles, and ambulance equipment and material which it has or is assigned, to the performance of its obligations arising out of this Agreement for the term hereof. Further, each Party shall retain ownership and maintenance responsibility of any equipment or apparatus such Party brings to the performance of this Agreement.

C. The EMS and ambulance services to be provided by each Party must meet the requirements of EMS and ambulance services as defined in K.S.A. 65-6112, *et seq.*, as amended, and the applicable regulations of the Board of Emergency Medical Services.

D. The respective dispatches of each Party will coordinate between them the requested and necessary services from time to time, and, based on availability, the dispatches will call upon the closest EMS unit to the scene of the call, whether that be in the jurisdiction of the unit of the Party called or the jurisdiction of the other Parties.

E. The level of services each Party may provide under this Agreement will be the same or similar level of service such Party may provide patrons or residents of its jurisdiction, taking into consideration the distances involved and how such distance may affect response times.

F. Notwithstanding the provisions of this Section 2, Labette Health will manage the ambulance operations for, and on behalf of, Neodesha as follows:

1. Labette Health will employ EMS personnel to provide services for Neodesha EMS;

2. Labette Health will provide administration and payroll services, workmen's compensation insurance and benefits for all of its respective employees and volunteers providing services as required herein during the term of this Agreement;

3. Labette Health will provide all of the respective personnel utilized in providing EMS and ambulance services with such training as it may deem necessary, with the understanding that Neodesha's other EMS and fire department personnel will be included in any invitation to attend education and training which may be open to other EMS providers and personnel in the community;

4. Labette Health will handle all billing and collection services according to Labette Health's fee schedule;

5. Coordinate any necessary hospital transfers to and/or from Wilson Medical Center and/or Labette Health;

6. Labette Health will lease and/or sublease Neodesha's three ambulances from Neodesha for \$1.00 each per calendar year, but Labette Health will be responsible for paying any lease payments for such ambulances during the term of this Agreement; and

7. Labette Health will provide routine maintenance of Neodesha's ambulances.

3. **MANAGEMENT SYSTEM; RETURN FROM RESPONSE.**

The Parties acknowledge that an effective incident management system is required and accordingly, the Parties agree to utilize the National Incident Management System (NIMS) while operating at emergency incidents; that all units at the incident will operate under this system; and, that a representative of the jurisdiction in which the incident occurs will assume command and will be the sole judge of the type and amount of assistance. Each Party agrees that the other Party which has responded outside its jurisdiction pursuant to this Agreement may return to its respective jurisdiction as soon as it can safely be released by the incident commander.

4. **SUPPLIES.**

Neodesha hereby names Labette Health to serve as the Party to control supply chain operations for the respective ambulance and EMS operations. As such, Labette Health will manage the levels of drugs and other medical supplies to be utilized in Neodesha's ambulances. Labette Health, working with Neodesha, will stock and equip each ambulance with all necessary medical supplies and equipment customarily carried on ambulances, along with appropriate emergency and maintenance drugs. The supplies will be obtained by and through Labette Health's Group Purchase Organization, Vizient, Inc. Labette Health will order any necessary supplies for Neodesha and Neodesha will reimburse Labette Health for the costs. Neodesha must reimburse Labette Health within thirty (30) days of receipt of invoice. Labette Health may assess a service charge at the rate of 1½% per month for any amount past due or the maximum amount allowed by law, whichever is less. Notwithstanding the foregoing, the Parties will work together in the event Vizient, Inc. allows direct billing to Neodesha for the cost of the supplies. Neodesha acknowledges and agrees that any supplies or products so purchased must be for Neodesha's own use and it is precluded from reselling these supplies or products. Each Party further acknowledges and agrees to abide by the requirements of any applicable federal or state law, including but not limited to the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. Section 1320a-7b), and any safe harbors thereunder.

5. MEDICAL DIRECTOR.

Labette Health will contract with and provide a Medical Director for the medical emergency and medical transport services to be provided by the Parties pursuant to this Agreement. The Medical Director will work collaboratively with each Party and each Party's respective personnel to improve the quality and availability of emergency healthcare in southeast Kansas.

6. FEES.

Except as otherwise set forth herein, the Parties will work together in developing an appropriate billing and expense protocol for purposes of providing and reimbursing the costs each Party may undertake in providing the services under this Agreement. Notwithstanding anything to the contrary in this Agreement, Neodesha will allocate and pay to Labette Health as consideration for the services rendered hereunder all of the sales tax support Neodesha receives that is required to be allocated for EMS services.

7. POLICIES, PROTOCOLS, PROCEDURE AND DATA.

A. No separate legal or administrative entity is contemplated or created by this Agreement. Administration of this Agreement will be accomplished by the formation of a joint board (the "Board"), which will consist of four (4) members to be selected as follows: (i) the Medical Director, (ii) Labette Health will appoint one (1) member, (iii) Neodesha will appoint one (1) member, and (iv) the Labette Health and Neodesha appointed members will select by mutual consent the fourth member who is a Kansas licensed physician practicing emergency medicine full-time at a hospital participating in the Kansas Trauma Program in Labette County or Wilson County, Kansas. The Board will establish such operational standards, policies, protocols and procedures as deemed necessary to ensure the efficient EMS and ambulance services under this Agreement. The Board will also develop appropriate reporting practices for the exchange of necessary data and reports for use by the Parties. Issues relating to operational standards and protocols in the provision of EMS and ambulance services under this Agreement that need to be addressed by the Parties will be reviewed for comment and recommendation by the Board. The Board will meet as necessary, but no less than annually, to accomplish the duties assigned to the Board herein.

B. The Parties understand and acknowledge that the assistance and aid extended pursuant to, and described under, the terms of this Agreement is reciprocal, and that they will in good faith arrange their service for compliance therewith. While emergency conditions and the nature of calls for service vary from respective jurisdiction to jurisdiction of the Parties, the conditions and spirit of this Agreement is intended to ensure a comparable level of service provided between the Parties.

8. MODIFICATION.

Unless otherwise provided herein, modification, revision, or amendment may be made to this Agreement at any time the Parties hereto agree to such modification, revision or amendment in writing.

9. PROPERTY.

No property, real or personal, shall be acquired jointly by the Parties under the terms of this Agreement.

10. NOTICES.

Any notices, demands or requests required by this Agreement shall be sent to all Parties hereto by U.S. mail, postage prepaid, unless otherwise specifically provided herein.

11. INDEMNIFICATION.

Each Party agrees to protect, defend, indemnify and hold the other Parties to this Agreement and their respective officers, employees and agents free and harmless from and against any and all determinable losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of such Party's error, omission or negligence in its performance or responsibilities hereunder. Each Party further agrees to investigate, handle, respond to, provide defense for and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.

12. NON-APPROPRIATION.

Notwithstanding anything contained in this Agreement to the contrary, it is understood and agreed by the Parties hereto that the obligations expressed herein are subject to funds budgeted and appropriated for such purpose or from funds made available from any lawfully operated, revenue producing source.

13. CHANGES IN LAW.

The Parties recognize that this Agreement at all times is to be subject to the applicable state, local, and federal law. The parties further recognize that the Agreement shall be subject to amendments in such laws and regulations and to new legislation such as a new federal or state economic stabilization program or health insurance program. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement or would cause one of the parties to be in violation of the law shall be deemed to have superseded the terms of this Agreement, provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the law.

14. REGULATORY COMPLIANCE.

Notwithstanding any unanticipated effect of any of the provisions herein, no party intends to violate the federal Medicare and Medicaid Anti-Kickback Statute and/or the federal Physician

Self-Referral Statute, as such provisions are amended from time to time. This Agreement shall be construed consistent with compliance with such statutes and regulations.

15. GOVERNING LAW.

This Agreement shall be governed by and subject to the laws of the State of Kansas applicable to agreements made and to be wholly performed within such state.

16. SEVERABILITY.

If any provision, or portion thereof, contained in this agreement is held to be unconstitutional, in violation of Kansas Statutes or otherwise invalid or unenforceable, that provision or portion thereof shall be excised here from and the remainder of this agreement shall remain in full force and effect.

17. MATTERS DISREGARDED.

The titles of the several sections, subsections or paragraphs set forth in this Agreement are inserted for convenience of reference only and they will be disregarded in construing or interpreting any of the provisions of this Agreement.

18. ENTIRE AGREEMENT.

The text herein shall constitute the entire agreement by and amongst the Parties hereto, and supersedes any and all prior understandings, agreements or promises, whether oral or written, by and between, or amongst, the Parties pertaining to, or in connection with, the subject matter of this Agreement.

19. EXECUTION.

Counsel for the Parties will cause this Agreement to be executed in multiple original counterparts and submitted to the Attorney General of the State of Kansas for his approval. Thereafter, if approved by the Attorney General, (i) counsel for Labette Health will cause this Agreement to be filed, pursuant to K.S.A. 12-2905, with the Labette County Register of Deeds and the Kansas Secretary of State, and (ii) counsel for Neodesha will cause this Agreement to be filed with the Wilson County Register of Deeds. Each Party hereto will receive a copy of the duly executed original of this Agreement for its official records.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year designated below.

**Labette County Medical Center d/b/a
Labette Health**

By: _____
Brian A. Williams, FACHE, FACMPE
President and Chief Executive Officer

Date: _____

City of Neodesha, Kansas

By: _____
Devin Johnson, Mayor

Date: _____

ATTEST:

Clerk

EFFECTIVE DATE OF AGREEMENT:

APPROVED AS TO FORM AND CAPABILITY WITH THE LAWS OF THE STATE OF KANSAS:

On this ____ day of _____, 2025, the above and foregoing Interlocal Cooperation Agreement was reviewed and found to comply with the requirements of K.S.A. 12-2901 *et seq.*, and amendments thereto, and with the laws of the State of Kansas, and the Attorney General's signature below signifies his approval.

Kris W. Kobach
Attorney General of Kansas