

Agenda
City Commission of the City of Neodesha, KS
December 10, 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 November 26, 2025 Minutes
- Appropriation (2025) 22

Item 4: Business Items to Consider

- A. Ordinance: Adopt 2025 Standard Traffic Ordinance
- B. Ordinance: Adopt 2025 Uniform Public Offense Code Ordinance
- C. Ordinance: ECA Calculation Procedure
- D. Labette Health Inter-local Agreement
- E. Consider Social Media Policy
- F. P & Z Variance: 301 N 10th St
- G. Approve CMB Licenses
- H. Accept Resignation from Public Works Department

Item 5: Additional Public Comments

Item 6: Date/Time of Next Regular Meeting

Thursday, December 18, 2025, 4:00 p.m. – Regular Meeting, City Hall

Item 7: Executive Session

Item 8: Adjournment

**AGENDA COMMENTS
CITY COMMISSION MEETING
December 10, 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: Adopt 2025 Standard Traffic Ordinance

This is a common end-of-year process for us. Each year, we review and update these ordinances to make sure we are operating with the most current laws, regulations, and violations on file. Keeping everything up to date helps ensure consistency, accuracy, and effective enforcement throughout the City of Neodesha.

RECOMMENDED MOTION: *I move to approve Ordinance 1827 as presented.*

4.B: Ordinance: Adopt 2025 Uniform Public Offense Code Ordinance

This ordinance is directly connected to the one referenced above. Together, they help us maintain consistency across our policies and procedures. By adopting this update, we ensure that our public offense code is standardized, clearly defined, and kept fully up to date within our official records.

RECOMMENDED MOTION: *I move to approve Ordinance 1828 as presented.*

4.C: Ordinance: ECA Calculation Procedure

This ordinance establishes the framework for how the City calculates and applies our ECA charges. It provides the guidelines we follow to ensure the process is consistent, transparent, and in line with our utility policies. This item was originally tabled at the 11/26/2025 commission meeting to

allow for further discussion and clarification before the commission proceeds with any final decision.

RECOMMENDED MOTION: *I move to approve Ordinance 1829 as presented.*

4.D: Inter-local Agreement with Labette Health for EMS Services

This is the finalized inter-local agreement between the City and Labette Health for EMS services. Both parties have completed their reviews, incorporated a series of agreed-upon revisions, and are satisfied with the terms as presented. This document represents the final version of the agreement and will serve as the framework governing our partnership moving forward.

RECOMMENDED MOTION: *I move to approve the Inter-local agreement with Labette Health as provided with a start date for services set for 1/1/2026.*

4.E: Consider Social Media Policy

The social media policy presented here was drafted with the assistance and examples of several other cities that already have similar policies in place. This document provides the guidance we need to move forward in today's fast-evolving digital landscape and sets clear expectations for all City of Neodesha employees regarding what is and is not considered appropriate conduct on social media platforms.

RECOMMENDED MOTION: *I move to approve the City of Neodesha Social Media Policy as presented.*

4.F: P & Z Variance: 301 N 10th

The requested variance is for the placement of a new modular home at 301 N 10th St. The applicant has gone through the Planning and Zoning process, and the P&Z Board is recommending approval so they can move forward with beginning construction.

RECOMMENDED MOTION: *I move to approve the variance for 301 N 10th St as presented.*

4.G: Approve CMB Licenses

This item represents our annual update to approve CMB licenses within the City of Neodesha. While the state has recently adjusted the process for all municipalities, the changes have not created any significant challenges for us, and we've been able to complete these approvals without issue.

RECOMMENDED MOTION: *I move to approve the 2025 Cereal Malt Beverage Licenses for: Casey's General Store and G&W Foods, Inc.*

4.H: Accept Resignation from Public Works Department

Ryan Cummins has submitted his letter of resignation. He has accepted an excellent opportunity in the same role with a much larger municipality. We wish him the very best in this next chapter, and we will truly miss his leadership and skill set here in Neodesha.

RECOMMENDED MOTION: *I move to accept the letter of resignation from Ryan Cummins effective 12/19/2025.*

The Board of Commissioners met in regular session at 4:00 p.m., on Wednesday, November 26, 2025, in the Commission Room at City Hall with Mayor Johnson presiding and Commissioner Banzet present. Commissioner Truelove was present by telephone. The meeting was recorded via Zoom platform.

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 November 12, 2025 meeting; minutes from the November 17, 2025 Special Call Meeting; minutes from the November 19, 2025 Special Call Meeting; Appropriation (2025) 21; and Neodesha Historical Museum Appropriation 2025-02. Seconded by Commissioner Banzet. Motion carried.

Administrator Jones addressed the Commission regarding an ordinance which includes a minor adjustment to the monthly ECA calculation which would reduce the charge to our customers. Discussion held.

Commissioner Banzet moved to table this item to the December 10, 2025 meeting. Seconded by Commissioner Truelove. Motion carried.

Administrator Jones addressed the Commission regarding the renewal of the City's 2026 health and dental insurance with Blue Cross Blue Shield/KMIT. Discussion held.

Commissioner Banzet moved to approve the 2026 BCBS/KMIT insurance renewal as presented. Seconded by Commissioner Truelove. Motion carried.

Administrator Jones addressed the Commission regarding an update to the Interlocal Agreement with Labette Health for EMS Services. This item was tabled from the November 12, 2025 meeting awaiting final revision attorney review. Discussion held. No action taken.

Administrator Jones addressed the Commission regarding the approval of a third amendment to the amended grant agreement with KHRC. This amendment updates the terms of the Moderate Income Housing (MIH) Project. Discussion held.

Commissioner Truelove moved to approve the third amendment to the KHRC Grant Agreement as presented. Seconded by Commissioner Banzet. Motion carried.

Administrator Jones addressed the Commission regarding the consideration of a bid for surface prep and painting of the pool. Should the bid be approved, the invoice will be paid from the funds remaining in the Pool Bond Fund. Discussion held.

Commissioner Banzet moved to approve the bid from Ashton Kate Sandblasting & Painting in an amount not to exceed \$43,000. Seconded by Commissioner Truelove. Motion carried.

Administrator Jones addressed the Commission regarding the consideration of an extended lunch break and closure of City Hall to celebrate the Annual City Employee Christmas Party. Discussion held.

Commissioner Banzet moved to approve the extended lunch break and City Hall closure from 11:00 a.m. to 2:00 p.m. on Wednesday, December 3, 2025, for the Employee Christmas Party. Seconded by Commissioner Truelove. Motion carried.

Administrator Jones addressed the Commission regarding the consideration of the 2025 Holiday bonuses for City Employees. Discussion held.

Commissioner Truelove moved to approve the 2025 holiday bonuses for City of Neodesha employees. Seconded by Commissioner Banzet. Motion carried.

Public Comments were again invited and heard.

Commissioner Banzet moved to recess to an Executive Session to include the Governing Body, City Administrator, Assistant City Clerk, and the Director of Public Safety, 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 5:40 p.m. Seconded by Commissioner Truelove. Motion carried. The Zoom recording was placed on hold with audio, video and recording functions suspended.

At 5:40 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The Zoom recording resumed with audio, video and recording in progress.

Commissioner Banzet moved to extend the Executive Session an additional 10 minutes. Seconded by Commissioner Truelove. Motion carried. The Zoom recording was placed on hold with audio, video and recording functions suspended.

At 5:50 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The Zoom recording resumed with audio, video and recording in progress.

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The next regular meeting of the Governing Body will be held at City Hall on Wednesday, December 10, 2025, at 4:00 p.m.
At 5:51 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 22****12/10/2025**

| <u>VENDOR</u> | <u>REFERENCE</u> | <u>AMOUNT</u> | <u>CHECK NO</u> | <u>CHECK DATE</u> |
|-------------------------------|-----------------------------|---------------|-----------------|-------------------|
| CALLTOWER | PHONE CHARGES | 307.00 | 76514 | 12/10/2025 |
| CANON FINANCIAL SERVICES | PRINTER LEASE | 211.71 | 76515 | 12/10/2025 |
| PATRICK CHRISLIP | CONSULTING SERVICES | 25.00 | 76516 | 12/10/2025 |
| CINTAS | FIRST AID SUPPLIES | 508.35 | 76517 | 12/10/2025 |
| CJ'S THREADS | EMBROIDERY | 7.00 | 76518 | 12/10/2025 |
| CLEAVER FARM & HOME | METAL SHELF | 149.99 | 76519 | 12/10/2025 |
| SHELBY CULBERTSON | CLEANING SERVICES | 200.00 | 76520 | 12/10/2025 |
| CULLIGAN OF INDEPENDENCE | DECEMBER WATER SERVICE | 330.58 | 76521 | 12/10/2025 |
| ENCORE ENERGY SERVICES INC | NOVEMBER BILLING | 86,686.63 | 76522 | 12/10/2025 |
| FLEET FUELS | WINTERIZE FUEL TANK | 4,964.97 | 76523 | 12/10/2025 |
| FOULSTON SIEFKIN LLP | LEGAL SERVICES | 850.50 | 76524 | 12/10/2025 |
| HEALY LAW OFFICES, LLC | POLE ATTACHMENTS | 638.75 | 76525 | 12/10/2025 |
| HOWARD'S ELECTRIC, LLC | LED WAFER LIGHTS | 721.50 | 76526 | 12/10/2025 |
| HUBER & ASSOCIATES INC | ENTERPOL LICENSE & OS MAINT | 4,741.00 | 76527 | 12/10/2025 |
| HUGO'S INDUSTRIAL SUPPLY, INC | SUPPLIES | 150.92 | 76528 | 12/10/2025 |
| ICMA | MEMBERSHIP RENEWAL | 520.00 | 76529 | 12/10/2025 |
| KANSAS ONE-CALL SYSTEM, INC | NOVEMBER LOCATES | 29.26 | 76530 | 12/10/2025 |
| LEASE FINANCE SERVICES | COPIER LEASE | 435.21 | 76531 | 12/10/2025 |
| LANDIS+GYR TECHNOLOGY INC | NOVEMBER 2025 AMR | 1,655.00 | 76532 | 12/10/2025 |
| LEAGUE OF KS MUNICIPALITIES | KACM FALL CONFERENCE | 250.00 | 76533 | 12/10/2025 |
| LITTLE BEAR TIRE | TIRES/DISPOSAL | 755.50 | 76534 | 12/10/2025 |
| MCCARTY'S OFFICE MACHINES INC | COPY PAPER | 219.96 | 76535 | 12/10/2025 |
| MERIDIAN ANALYTICAL LABS LLC | WASTEWATER ANALYSIS | 624.00 | 76536 | 12/10/2025 |
| MID-AMERICA VALVE & EQUIP CO | CYLINDER REPAIR KIT | 1,374.60 | 76537 | 12/10/2025 |
| MIDWEST COMPUTER SALES | IT SERVICES | 613.18 | 76538 | 12/10/2025 |
| MYTOWN MEDIA | NEODESHA SPORTS | 175.00 | 76539 | 12/10/2025 |
| NEODESHA AUTO SUPPLY | AUTO PARTS & SUPPLIES | 20.29 | 76540 | 12/10/2025 |
| NEODESHA DERRICK NEWS | PUBLICATIONS | 642.00 | 76541 | 12/10/2025 |

| | | | | |
|--------------------------------|---------------------------|-----------|-------|------------|
| OFFICE OF THE STATE FIRE MARSH | BOILER PERMIT | 90.00 | 76542 | 12/10/2025 |
| PORTER DRUGS | STOCK MEDS FOR AMBULANCE | 97.54 | 76543 | 12/10/2025 |
| PRAIRIE FIRE COFFEE | BEVERAGE SERVICE | 287.93 | 76544 | 12/10/2025 |
| PRIORITY POWER | DECEMBER BILLING | 1,000.00 | 76545 | 12/10/2025 |
| FIRST RESPONDER OUTFITTERS INC | UNIFORMS | 1,594.89 | 76546 | 12/10/2025 |
| STANION WHOLESALE ELECTRIC | ELECTRIC SUPPLIES | 2,080.54 | 76547 | 12/10/2025 |
| STUDEBAKER REFRIGERATION INC | ICE MACHINE RENTAL | 95.00 | 76548 | 12/10/2025 |
| WESTERN AUTO | SUPPLIES | 59.33 | 76549 | 12/10/2025 |
| WILSON COUNTY TREASURER | 1ST HALF PROPERTY TAXES | 928.95 | 76550 | 12/10/2025 |
| WILSON MEDICAL CENTER | NOVEMBER TAX DISTRIBUTION | 29,253.87 | 76551 | 12/10/2025 |
| ZOLL MEDICAL CORPORATION GPO | ELECTRODES | 105.78 | 76552 | 12/10/2025 |

****TOTAL****

143,401.73

ORDINANCE NO. 1827

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF NEODESHA, KANSAS, INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES", EDITION OF 2025, WITH CERTAIN OMISSIONS, CHANGES AND ADDITIONS, PROVIDING CERTAIN PENALTIES AND REPEALING ORDINANCE NO. 1806 AND ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith.

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

Section 1 STANDARD TRAFFIC ORDINANCE INCORPORATED. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Neodesha, Kansas that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities", Edition of 2025, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. One official copy of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1827", with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours. The Police Department, Municipal Judge, and all administrative departments of the City charged with enforcement of the ordinance shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

Section 2 TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES:

- a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118.
- b) All traffic violations which are included within this ordinance, and which are not ordinance traffic infractions as defined in subsection (a) of this section, shall be considered traffic offenses.

Section 3 PENALTY FOR SCHEDULED FINES. The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judge established a fine in a fine schedule shall not be less than \$10 nor more than \$1,200. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has not been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$1,200.

Section 4 MAXIMUM SPEED LIMITS.

Section 33 of Article 7 of the Standard Traffic Ordinance for Kansas Cities, 2025 Edition, is hereby changed to read as follows: Section 33. Maximum Speed Limits

- a) Except when a special hazard exists that requires lower speed for compliance with Section 32, the limits specified in this section or established as hereinafter authorized shall be maximum lawful speeds, and no person shall drive a vehicle at a speed in excess of such maximum limits.
 - 1) Twenty (20) miles per hour in any business district;
 - 2) Twenty-five (25) miles per hour in any residential district;
 - 3) Twenty (20) miles per hour in school zones between the following hours during the school term on days school is in session: 7:30 a.m. to 8:30 a.m.; 11:30 a.m. to 1:00 p.m.; and 3:00 p.m. to 4:00 p.m.
The following areas are school zones:
Eighth Street between Iowa and Bell Streets Granby Street between Fourth and Tenth Streets Fourth Street between Oak and Elm Streets Idaho Street between Sixth and Seward Streets Tank Street between Sixth and Seward Streets Ninth Street between Iowa and Lincoln Streets Church Street between Eighth and Tenth Streets
 - 4) Thirty (30) miles per hour on that portion of U.S. Highway 75 between Third Street and the Eastern City limits.
 - 5) Forty-Five (45) miles per hour on that portion of U.S. Highway 75 from the Western City limits to 14th Street.

- 6) Thirty (30) miles per hour on that portion of U.S. Highway 75 from 14th Street to 9th Street.
- 7) Thirty (30) miles per hour on that portion of the West half of Fourth Street between Tank and Fifth Streets.
- b) Unless otherwise directed by a police officer, the driver of any vehicle within the City Limits shall obey the instructions of all signs and other traffic control devices placed within the City Limits by the City of Neodesha. This requirement is subject to the exceptions granted to the driver of an authorized emergency vehicle in this ordinance.

Section 5 **ORDINANCES REPEALED.** Ordinance No. 1806 and all or parts of ordinances in conflict herewith are hereby repealed.

Section 6 **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 10th day of December, 2025.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1828

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF NEODESHA, KANSAS, INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES," EDITION OF 2025, WITH CERTAIN OMISSIONS, CHANGES AND ADDITIONS, PROVIDING CERTAIN PENALTIES AND REPEALING ORDINANCE NO. 1807 AND ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

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

Section 1 **INCORPORATING UNIFORM PUBLIC OFFENSE CODE.** There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Neodesha, Kansas that certain code known as the "Uniform Public Offense Code," Edition of 2025, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. One official copy of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1828", with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours.

Section 2 **SECTION 10.13 AMENDED.** Section 10.13 of Article 10 of the Uniform Public Offense Code, Edition of 2025, is hereby amended to read as follows:

10.13 BARBED WIRE AND ELECTRIC FENCES. It shall be unlawful for any person to construct, set up or maintain any barbed wire or above ground electric fence or enclosure within the City in any Residential Zone or Local Business Zone as shown on the Official City Zoning Map incorporated by Ordinance No. 1199.

Section 3 **SECTION 10.29 OMITTED.** Section 10.29 of Article 10 of the Uniform Public Offense Code, Edition of 2025, Violation of a Public Health Order, is hereby omitted:

Section 4 **ORDINANCE REPEALED.** Ordinance No. 1807 and all or parts of ordinances in conflict herewith are hereby repealed.

Section 5 **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 10th day of December, 2025.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1829

AN ORDINANCE AMENDING CHAPTER 36, ARTICLE IV, DIVISION 2, SECTION 36-170 OF THE CODE OF THE CITY OF NEODESHA RELATING TO THE ELECTRIC UTILITY POWER ADJUSTMENT AND REPEALING PRIOR SECTION 36-170 OF ARTICLE IV, DIVISION 2, CHAPTER 36 AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

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

Section One: Section 36-170 of Article IV of Division 2, Chapter 34 of the City of Neodesha Code shall be amended to read as follows:

Sec. 36-170. – Power Cost Adjustment Clause

The charge per kWh may be adjusted each month under the following formula: $((A / B) * (1 + C)) - \$0.055$

Where:

A = The total costs associated with delivering power to the City.

B = Total kWh delivered for the system for the month.

C = The percentage of kWh delivered to kWh sold under sections 36-167 through 36-169.

\$0.055 = The base cost per kWh upon which the current electric rates are based.

Section Two: The prior Section 36-170 of Article IV, Division 2, of Chapter 36 of the City of Neodesha Code and all ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section Three: **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 10th day of December, 2025.

Devin Johnson, Mayor

ATTEST:

Stephanie Fyfe, City Clerk

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
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 as of December 10, 2025, by and between 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; 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 (the "**Effective Date**"), 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 ninety (90) days' written notice to the other Party.

B. Each Party hereby agrees to provide the EMS and ambulance services as may be requested by the other Party 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; provided, however, that Labette Health will perform routine maintenance for Neodesha's ambulances during the term of this Agreement, as set forth in Section 2.F.7 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 Party.

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 for services performed during the term of this Agreement; provided, however, that Neodesha will retain the right to bill and collect fees for all EMS and ambulance services that it provided prior to the Effective Date of this Agreement;

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

6. Labette Health will lease Neodesha's three ambulances from Neodesha for \$1.00 each per calendar year, but Labette Health will be responsible for directly paying, or reimbursing Neodesha for, the total amount of payments of principal and interest due from Neodesha to Community National Bank & Trust, Neodesha, Kansas ("**Lender**") for such ambulances during the term of this Agreement. The Parties anticipate that the total principal and interest payments that will be owed from Neodesha to Lender for the 2026 calendar year is approximately \$80,000.00; and

7. Labette Health will provide routine maintenance of Neodesha's ambulances. For the purposes of the foregoing, "routine maintenance" will mean regular actions taken to preserve, repair, or keep the ambulances in good and usable condition and prevent the failure or decline of the ambulances, but will not include any substantial alterations to the ambulances. Labette Health agrees that the routine maintenance provided by Labette Health during the term of this Agreement will include, but will not be limited to, all routine maintenance activities that Neodesha regularly performed on the ambulances prior to the Effective Date of this Agreement.

8. Labette Health will comply with the naming of the ambulances in accordance with the rules and regulations promulgated by the Kansas Board of Emergency Medical Services, which may include Labette Health placing its name, or the name of any of its affiliates, on the 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, at Labette Health's sole cost and expense. The supplies will be obtained by and through Labette Health's Group Purchase Organization, Vizient, Inc. 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 duly qualified physician to perform services as the director of the medical emergency and medical transport services to be provided by the Parties pursuant to this Agreement (the "**Medical Director**"). The Parties agree that the initial Medical Director will be Shawn Southwick, D.O. (the "**Initial Medical Director**"). In the event that Labette Health intends, for any reason, to remove the Initial Medical Director or appoint a different physician to serve as Medical Director, Labette Health will provide Neodesha advance written notice of such intent and will consult with Neodesha, in good faith, regarding such removal or appointment. 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 and will fulfill all other obligations of the Medical Director under applicable state and federal law.

6. **FEES.**

In consideration for all of the items and services to be provided by Labette Health pursuant to this Agreement, including, without limitation, the EMS personnel and support services provided pursuant to Section 2.F of this Agreement, the ambulance routine maintenance services to be provided pursuant to Section 2.F.7 of this Agreement, the supplies to be provided pursuant to Section 4 of this Agreement, and the Medical Director services to be provided pursuant to Section 5 of this Agreement, Neodesha will pay to Labette Health 100% of the sales tax revenue it receives that is required to be allocated for EMS services (the "**EMS Sales Tax Revenue**"), prorated for any partial calendar year during the term of this Agreement. The Parties acknowledge that Neodesha receives the EMS Sales Tax Revenue from Wilson County, Kansas ("**Wilson County**") in periodic payments throughout the course of a calendar year, and that Neodesha cannot guarantee when such payments from Wilson County will be received or the dollar amount of any such payment. Accordingly, the Parties agree that Neodesha will make each payment within thirty (30) days of Neodesha's receipt of an EMS Sales Tax Revenue payment from Wilson County. The Parties will, from time to time during the term of this Agreement, work cooperatively to agree

upon any necessary additional billing and expense protocols in connection with the items and services provided by each Party pursuant to this Agreement.

7. **EMS RESERVE FUND AND ANNUAL EMS COMPLIATION**

Labette Health will establish an EMS Reserve Fund and manage such fund during the term of this Agreement. The initial funding goal for the EMS Reserve Fund will be to accumulate and maintain *Four Hundred Thousand Dollars* (\$400,000.00). The EMS Reserve Fund will be funded and maintained from EMS Sales Tax Revenue that may exceed the direct costs for managing the ambulance operations and providing the services as set forth in this Agreement. Labette Health will not be restricted from using the EMS Reserve Fund for any purposes in order to satisfy the requirements of the services and supplies it is required to provide pursuant to this Agreement. Labette Health will have its Independent Auditors prepare an annual compilation report detailing the application of the EMS Sales Tax Revenue to the EMS Reserve Fund. In the event of the termination of this Agreement, any balance in the EMS Reserve Fund will be paid to Neodesha no later than thirty (30) days after termination of this Agreement. The parties will work together from time to time during the term of this Agreement to determine any necessary changes to the limit of this reserve fund.

8. **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. 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.

9. **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; provided, however, that any such modification, revision or amendment must comply with the approval and filing requirements as set forth in K.S.A. 12-2904 and K.S.A. 12-2905.

10. PROPERTY.

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

11. 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.

12. INDEMNIFICATION.

Subject to the limitations set forth in K.S.A. 12-2904(f), each Party agrees to protect, defend, indemnify and hold the other Party to this Agreement and its 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.

13. 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.

14. 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.

15. 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, or any other applicable federal or state statute or regulation in connection with this Agreement. Each Party further represents and warrants to the other Party that it will perform its duties under this Agreement in compliance with all such federal and state statutes and regulations, including, without limitation, K.S.A. 65-6112 *et seq.*, as amended, and the applicable regulations of the Board of Emergency Medical Services. This Agreement shall be construed consistent with compliance with such statutes and regulations.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 _____, 202__, 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

Draft Social Media Policy

a) Definition. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own, or someone else's, blog, personal web site, social networking web site (including Facebook, Twitter, etc.), chat room, as well as any other form of electronic communication, whether or not associated or affiliated with the City of Neodesha.

b) Guidelines. The principles and guidelines found in this policy apply to your activities online. The City respects your 1st Amendment rights; ultimately, you are solely responsible for what you post online. Before creating online content, consider how the communication you are posting might be perceived. Keep in mind that any conduct adversely affecting your job performance, the performance of fellow employees or that otherwise adversely affects residents, customers, vendors, or people who work on behalf of the City may result in disciplinary action up to and including termination.

- **Know and follow the rules.** Carefully read these guidelines, and ensure your postings are consistent with these policies. Inappropriate posts which include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

- **Be fair and courteous.** Even when off duty, employees are expected to be fair and courteous to fellow employees, customers, residents, vendors and others encountered while working on behalf of the City of Neodesha. When posting content, ensure that you are not posting something you would not want to take credit for in a public meeting.

- **Be honest and accurate.** Make sure content is honest and accurate and correct any mistakes quickly. Never post false information or rumors about the City of Neodesha, employees, customers, or contractors of the City. Be open about posts that have been altered and remember that the Internet archives almost everything; therefore, even deleted posts can be recovered.

- **Think about what you are posting and harm it could cause.** Keep in mind that work-related complaints can typically be resolved more effectively by speaking directly with a co-worker or by talking with a supervisor rather than by posting complaints to a social media outlet. Employees who decide to post complaints or criticism are cautioned to avoid using statements, photographs, video or audio that (1) reasonably could be viewed as malicious, obscene, threatening or intimidating; (2) disparage customers, employees, supervisors, or suppliers; or (3) might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to harm someone's reputation or posts that could contribute

to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or city policy.

- **Never represent yourself as a City spokesperson.** Unless it is part of your job duty to post City content, never represent yourself as a spokesperson for the City of Neodesha. Your posts should express only your personal opinions. If operations of the City of Neodesha are the subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the City of Neodesha, fellow employees, customers, residents, etc. If you are referencing the City of Neodesha's operations on a website or other social media outlet, it is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the City of Neodesha."

c) Retaliation is Prohibited. The City of Neodesha prohibits taking negative action against an employee for reporting a possible violation of this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

d) City Social Media Accounts. All official City social media accounts must be reviewed by the Communications Director and approved by the employee's Department Director. An employee setting up or maintaining a City social media account shall have at least one other City employee as an administrator on the account to ensure that information can be updated in the employee's absence. When possible, the City social media account should contain the official City or department logo to set it apart from non-City sponsored sites.

NEODESHA PLANNING & ZONING COMISSION

November 24, 2025, 5:00 PM, Unscheduled Meeting Agenda

The Single Business Item:

- **Variance on lots at 10th & Iowa to allow for two double-wide manufactured homes on 6-lots presently zoned R1.**

Samantha Bishop has requested this zoning variance to accommodate new homes for both she and her sister on these lots. There are presently two similar manufactured homes in the 900 block of Iowa located diagonally across the intersection of the proposed homesite.