

**Agenda**  
City Commission of the City of Neodesha, KS  
February 11, 2026 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

(Public comments are invited at this time. Each speaker is limited to three (3) minutes. Prior to speaking, individuals **must** provide their name, address, and phone number to the City Clerk for the record and in case follow-up is needed. The Governing Body may or may not choose to respond to comments; however, no formal action will be taken during this portion of the meeting.)

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

- Approval of January 28, 2026 Minutes
- Appropriation (2026) 02

Item 4: Business Items to Consider

- A. Annual BP Access Agreement
- B. Consider Purchase of Dumpsters
- C. 2026 Fireworks Contract

Item 5: Additional Public Comments

(Public comments are invited at this time. Each speaker is limited to three (3) minutes. Prior to speaking, individuals **must** provide their name, address, and phone number to the City Clerk for the record and in case follow-up is needed. The Governing Body may or may not choose to respond to comments; however, no formal action will be taken during this portion of the meeting.)

Item 6: Date/Time of Next Regular Meeting

Wednesday, February 25, 2026, 4:00 p.m. – Regular Meeting, City Hall

Item 7: Executive Session

Item 8: Adjournment

**AGENDA COMMENTS  
CITY COMMISSION MEETING  
February 11, 2026**

**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**

**A. Annual BP Access Agreement**

It is that time of year again and BP has provided the access agreement that has been commonly used the last couple of years for their testing throughout town. Once approved and sent back to BP we could see testing being down in access wells throughout town in the coming months.

**RECOMMENDED MOTION: *I move to approve the annual access agreement with BP as presented.***

**B. Consider Purchase of Dumpsters**

Ryan is working on replacing some of our older dumpsters in the community and would like to move ahead with the purchase of these 10 dumpsters which puts us slightly above budgeted funds for dumpsters (\$10,000) or we have included an option for 9 dumpsters.

**RECOMMENDED MOTION: *I move to approve the purchase of dumpsters from Armor Equipment in the amount not to exceed \$10,200 dollars.***

*or*

***I move to approve the purchase of dumpsters from Armor Equipment in the amount not to exceed \$9,750 dollars.***

**C. 2026 Fireworks Contract**

Allen Miller with Miller Pyrotechnics has approached us again to get fireworks ordered for our 4<sup>th</sup> of July celebration. This year the Neodesha show will be held on the Sunday, July 5<sup>th</sup>.

**RECOMMENDED MOTION: *I move to approve the purchase of fireworks from Aerial FX Inc in an amount not to exceed \$10,500 dollars.***

*and*

***I move to approve the Shooting Fee for the 4<sup>th</sup> of July show to Miller Pyrotechnics in the amount not to exceed \$1,585 Dollars.***

Neodesha, Kansas  
January 28, 2026

The Board of Commissioners met in regular session at 4:00 p.m., on Wednesday, January 28, 2026, in the Commission Room at City Hall with Mayor Johnson presiding and Commissioner Truelove present. Commissioner Banzet was absent. The meeting was recorded via Zoom platform.

Commissioner Truelove moved to approve the agenda as presented. Seconded by Mayor Johnson. Motion carried 2 – 0.

Commissioner Banzet arrived at 4:03 p.m.

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 January 14, 2026 Special Call Meeting; Appropriation (2025) 24; Appropriation (2025) 25; and Appropriation (2026) 01. Seconded by Commissioner Banzet. Motion carried.

Administrator Jones addressed the Commission regarding a Charter Ordinance which outlines assurances that the City can continue the capabilities to publish all legal notices without interruption should the Neodesha Derrick be unable to publish for any reason. Discussion held.

#### **CHARTER ORDINANCE NO 20**

#### **A CHARTER ORDINANCE EXEMPTING THE CITY OF NEODESHA, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1651 REGARDING THE NAMING OF AN OFFICIAL CITY NEWSPAPER AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT.**

**BE IT ORDAINED** by the Governing Body of the City of Neodesha, Kansas:

**SECTION 1.** Election to Exempt. The City of Neodesha, Kansas ("City"), by virtue of the powers vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself from and make inapplicable to it K.S.A. 12-1651, which applies to the City but does not apply uniformly to all cities, and thereby provide substitute and additional provisions on the same subject as set forth in this Charter Ordinance.

**SECTION 2.** Substitute and Additional Provisions. The Governing Body shall designate from time to time by resolution one or more newspapers and/or websites as the official city newspaper(s) of the City for publication of legal notices, advertisements, or publications of any kind which may be required to be published in the official city newspaper by the laws of the State of Kansas or of the City.

**SECTION 3.** Currently Designated Official City Newspaper. Any newspaper that has been designated as an official city newspaper as of the effective date of this Charter Ordinance shall continue to be an official city newspaper unless or until the Governing Body adopts a resolution providing otherwise.

**SECTION 4.** Publication of Ordinance. This Charter Ordinance shall be published in its entirety once each week for two (2) consecutive weeks in the official city newspaper.

**SECTION 5.** Effective Date. This Charter Ordinance shall take effect 61 days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the Charter Ordinance as provided in Article 12, Section 5, subsection (c)(3) of the Constitution of the State of Kansas, in which case this Charter Ordinance shall become effective if approved by a majority of the electors voting thereon.

**SECTION 6.** Records. Upon its effective date, this Charter Ordinance shall be recorded by the City Clerk in a book maintained for charter ordinances of the City, and a certified copy shall be filed with the Kansas Secretary of State.

Commissioner Banzet moved to approve Charter Ordinance No 20 as presented. Seconded by Commissioner Truelove. Motion carried.

Administrator Jones addressed the Commission regarding an Ordinance that reflects a change to the electric rates based upon the adjustments made to the general fund for 2026 and our ability to reduce transfers from the enterprise funds. Discussion held.

#### **ORDINANCE NO. 1830**

#### **AN ORDINANCE AMENDING SECTION 16-36 OF CHAPTER 16 OF THE CITY OF NEODESHA CODE REGARDING FEES FOR UTILITIES PROVIDED BY THE CITY OF NEODESHA, WILSON COUNTY, KANSAS AND REPEALING OLD SECTION 16-36 OF CHAPTER 16 OF THE CITY OF NEODESHA CODE AND ORDINANCE 1814.**

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

**Section One:** Section 16-36 of Chapter 16 of the City of Neodesha Code shall be amended to read as follows:

*(continued on next page)*

Sec. 16-36. - Utilities.

- a) Service connection fees:
  - 1. Electricity: \$50.00.
  - 2. Gas: \$50.00.
  - 3. Water: \$50.00.
- b) Transfer fee: \$25.00.
- c) Reconnect fees for non-payment: \$50.00
- d) Returned check NSF fee: \$50.00.
- e) Natural gas:
  - 1. Residential service, monthly rates:
    - a. Meter service charge: \$15.00 per month per meter.
    - b. Commodity charge: \$0.816 per Ccf, plus the cost of gas adjustment.
  - 2. Commercial service, monthly rates:
    - a. Meter service charge: \$18.00 per month per meter.
    - b. Commodity charge: \$0.816 per Ccf, plus the cost of gas adjustment.
  - 3. Industrial service, monthly rates:
    - a. Meter service charge: \$20.00 per month per meter.
    - b. Commodity charge: \$0.816 per Ccf, plus the cost of gas adjustment.
  - 4. Large volume service. Must remain on this rate for the 12-month calendar year.
    - a. Customer charge: \$75.00 per month (includes multiple locations/meters).
    - b. Meter service charge: \$30.00 per month per meter.
    - c. Commodity charge:
      - (1) The first 500 Ccf (0—500) at \$0.8 per Ccf.
      - (2) The next 1500 Ccf (501—2000) at \$0.785 per Ccf.
      - (3) The next 3500 Ccf (2001—5500) at \$0.755 per Ccf.
      - (4) All over 5500 Ccf (5501+) at \$0.735 per Ccf, plus the cost of gas adjustment applied to all Ccf.
- f) Water rates:
  - 1. Residential and commercial:
 

Year	Customer Meter Charge	Each Gallon
2023	19.48	0.00849
2024	19.87	0.00866
2025	20.06	0.00884
2026	20.26	0.00901
2027	20.46	0.00919
2028	20.66	0.00936
2029	20.91	0.00954
  - 2. Industrial customers for the first 100,000 gallons the rate shall be per month:
 

Year	Customer Meter Charge	Each Gallon
2023	19.48	0.00849
2024	19.87	0.00866
2025	20.06	0.00884
2026	20.26	0.00901
2027	20.46	0.00919
2028	20.66	0.00936
2029	20.91	0.00954
  - a. For all water in excess of 100,000 gallons the rate per month shall be:
 

Year	Excess of 100,000 each Gallon
2023	0.00728
2024	0.00743

2025	0.00758
2026	0.00775
2027	0.00919
2028	0.00936
2029	0.00954

2. Bulk water sales at Water Plant:

a. 90 gallons for \$1.00

3. Customers outside of City limits:

Year	Customer Meter Charge	Each Gallon
2023	24.35	0.01062
2024	24.83	0.01083
2025	25.33	0.01105
2026	25.85	0.01128
2027	26.39	0.01152
2028	26.95	0.01177
2029	27.53	0.01203

4. Water reconnects fees when service is terminated for violating water supply emergency restrictions:

a. First reconnection: \$50.00.  
b. Second reconnection: \$200.00.  
c. Third reconnection: \$300.00.

5. Water backflow preventer testing fees.

a. First unit \$150.00; additional units \$100.00 each.  
b. Re-testing: \$100.00 per unit.

g) Electric rates.

2026:

Zoning	Meter Charge	Cost Per KWH
Residential:	\$16.00	\$0.1050
Commercial:	\$25.00	\$0.1050
Large Volume Customers:	\$100.00	
First 125,000 KWH		\$0.098
125,000-400,000 KWH		\$0.073
400,000 KWH +		\$0.07

2027:

Zoning	Meter Charge	Cost Per KWH
Residential:	\$16.00	\$0.1150
Commercial:	\$25.00	\$0.1150
Large Volume Customers:	\$100.00	
First 125,000 KWH		\$0.1080
125,000-400,000 KWH		\$0.075
400,000 KWH +		\$0.07

h) Minimum charge for utility is the meter charge.  
i) For large-scale users, if KWH usage exceeds 400,000, the entire bill will be calculated using the rate applicable to 400,000+ KWH.  
j) In no case shall the cost billed to customer be lower than the city's actual cost to purchase power. Large volume rates shall be subject to the same cost adjustment as all other electric rates  
k) Any installation requested by customer that requires installation of a pole will be subject to a fee of \$500.00/per pole.  
1. Hi-Lighters:  
a. Installation of Highlighter charge: \$200.00.  
b. If installation requires pole there will be an additional fee of \$500.00.  
c. Monthly charge: \$10.00.

l) Sewer Rates:

1. Residential/Commercial/Industrial:

Year	Customer Meter Charge	Each Gallon
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2023	21.53	0.00442
2024	21.75	0.00446
2025	21.97	0.00450
2026	22.19	0.00454
2027	22.41	0.00458
2028	22.63	0.00462
2029	22.85	0.00466

a. For residential customers the monthly user charge will be based on water consumption.

a.1. If a commercial or industrial contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on a wastewater meter or separate water meter installed and maintained at the contributor's expense, and in a manner acceptable to the city.

2. Customers Outside City Limits:

Year	Customer Meter Charge	Each Gallon
2023	26.92	0.00552
2024	27.19	0.00558
2025	27.46	0.00564
2026	27.73	0.00570
2027	28.00	0.00576
2028	28.27	0.00582
2029	28.54	0.00588

m) Solid waste collection and disposal:

1. Residential/Commercial/Industrial

<i>Refuse Rates (2025)</i>	<i>Monthly Rate</i>	<i>Additional Container</i>
Residential rate per dwelling unit	\$15.00	
Commercial minimum rate	\$25.00	
Shared dumpsters (1 shared by 2 or more businesses)	\$25.00	n/a
Once a week collection (first container)	\$25.00	\$21.00
Two collections per week (first container)	\$40.00	\$34.00
Three collections per week (first container)	\$52.00	\$44.00
Four collections per week (first container)	\$63.00	\$54.00
Five collections per week (first container)	\$75.00	\$64.00
Service outside city limits (125% of the city rate)		

<i>Refuse Rates (2026)</i>	<i>Monthly Rate</i>	<i>Additional Container</i>
Residential rate per dwelling unit	\$16.00	
Commercial minimum rate	\$26.00	
Shared dumpsters (1 shared by 2 or more businesses)	\$26.00	n/a
Once a week collection (first container)	\$26.00	\$21.00
Two collections per week (first container)	\$41.00	\$34.00
Three collections per week (first container)	\$53.00	\$44.00
Four collections per week (first container)	\$64.00	\$54.00
Five collections per week (first container)	\$76.00	\$64.00
Service outside city limits (125% of the city rate)		

2. Dumpster Rental Rates:

- a. \$50 per day.
- b. \$150 per week.
- c. \$75 per weekend.
- d. Dumped once per day (M-F).
- e. Dumpster rental fees shall be prepaid at City Hall prior to dumpster delivery.

n) Stormwater fee: \$4.00 per water meter per month.

(continued on next page)

**Section Two:** Old Section 16-36 of Chapter 16 of the Code of the City of Neodesha is hereby repealed.

**Section Three: EFFECTIVE DATE.** This ordinance shall be in full force and effect after its publication in the official city newspaper for the March 31, 2026 billing date.

Commissioner Truelove moved to approve Ordinance 1830 as presented. Seconded by Commissioner Banzet. Motion carried.

Administrator Jones addressed the Commission regarding the annual Solid Waste Disposal Agreement with Wilson County. No changes have been made from the previous year. Discussion held.

Commissioner Banzet moved to approve the agreement with Wilson County for solid waste disposal as presented. Seconded by Commissioner Truelove. Motion carried.

Administrator Jones addressed the Commission regarding the purchase or lease of a skid steer for the Public Works Department. Discussion held.

Commissioner Truelove moved to approve the lease of a skid steer from White Star Machinery & Supply in an amount not to exceed \$10,500 per year. Seconded by Commissioner Banzet. Motion carried.

At 5:14 p.m. Commissioner Banzet departed from the meeting.

Administrator Jones addressed the Commission regarding a quote received for the purchase of a server for the Police Department. Discussion held.

Commissioner Truelove moved to approve the quote from Midwest Computer Sales in an amount not to exceed \$17,000. Seconded by Mayor Johnson. Motion carried 2 – 0.

Administrator Jones addressed the Commission regarding an appointment to the Rankin Memorial Library Board. Discussion held.

Commissioner Truelove moved to appoint Louise Campbell to the Rankin Memorial Library Board to fill the unexpired four-year vacant term, with a term ending date of April 30, 2026. Seconded by Mayor Johnson. Motion carried 2 – 0.

Public Comments were again invited and heard.

At 5:27 p.m. Commissioner Banzet returned to the meeting.

Commissioner Banzet moved to recess to an Executive Session to include the Governing Body, City Administrator, and City Clerk, in the Commission Room to discuss an individual employee's performance pursuant to the non-elected personnel matter exception KSA 75-4319(b)(1) because if this matter were discussed in open session, it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at 5:50 p.m. 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.

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 6:00 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 5 minutes. Seconded by Commissioner Truelove. Motion carried. The Zoom recording was placed on hold with audio, video and recording functions suspended.

At 6:05 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. No action taken.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, February 11, 2026, at 4:00 p.m.

At 6:06 p.m. Commissioner Banzet moved to adjourn. Seconded by Commissioner Truelove. Motion carried.

ATTEST:

Devin Johnson, Mayor

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Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT

ORDINANCE NO 2	2/11/2026
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<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
BORDER STATES INDUSTRIES INC	ELECTRIC SUPPLIES	924.50	76804	2/11/2026
BRICK AND MORTAR SHIRT CO	EMBROIDERY	98.87	76805	2/11/2026
CARGORAXX LLC	SUPPLIES	1,023.95	76806	2/11/2026
CENTRAL EQUIPMENT	LIFT INSPECTION	688.00	76807	2/11/2026
CINTAS	FIRST AID SUPPLIES	234.87	76808	2/11/2026
CIVIC PLUS LLC	ANNUAL SUBSCRIPTION	5,578.77	76809	2/11/2026
CLEAVER FARM & HOME	SUPPLIES	750.89	76810	2/11/2026
SHELBY CULBERTSON	CLEANING SERVICES	200.00	76811	2/11/2026
CULLIGAN OF INDEPENDENCE	FEBRUARY WATER SERVICE	318.27	76812	2/11/2026
EAGLE RESEARCH CORP	DATA PUBLICATION FEE	45.00	76813	2/11/2026
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALL	441.40	76814	2/11/2026
FOULSTON SIEFKIN LLP	LEGAL SERVICES	2,578.50	76815	2/11/2026
GRAFIX SHOPPE	REFLECTIVE GRAPHIC KIT	1,088.19	76816	2/11/2026
HACH COMPANY	LAB SUPPLIES	471.90	76817	2/11/2026
KA-COMM INC	EQUIPMENT SUPPLIES	629.52	76818	2/11/2026
KEY EQUIPMENT & SUPPLY CO	SEGMENT SET	470.00	76819	2/11/2026
LANDIS+GYR TECHNOLOGY INC	JANUARY SERVICE	1,655.00	76820	2/11/2026
MAKEMYMOVE	REMOTE WORKER CAMPAIGN	9,984.00	76821	2/11/2026
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	2,839.47	76822	2/11/2026
MERIDIAN ANALYTICAL LABS LLC	SAMPLE KIT SHIPPING FEE	95.30	76823	2/11/2026
MIDWEST COMPUTER SALES	IT SERVICES	494.18	76824	2/11/2026
MURFIN MEDIA	NEODESHA SPORTS	175.00	76825	2/11/2026
NEODESHA AUTO SUPPLY	PARTS & SUPPLIES	600.06	76826	2/11/2026
NEODESHA DERRICK NEWS	PUBLICATIONS	1,160.00	76827	2/11/2026
PRAIRIE FIRE COFFEE	GENERAL SERVICES	179.56	76828	2/11/2026
PRIMROSE OIL COMPANY INC	GREASE	566.32	76829	2/11/2026
PRODUCERS CO-OP ASSOCIATION	AIRPORT FUEL	5,744.40	76830	2/11/2026
R E PEDROTTI COMPANY, INC	EQUIPMENT REPAIR	360.00	76831	2/11/2026

RANSON FINANCIAL GROUP LLC	ARPA GRANT ADMIN FEES	1,875.00	76832	2/11/2026
SE KS ASSOC OF FIRE CHIEFS	2026 MEMBERSHIP DUES	100.00	76833	2/11/2026
SEK COOP INC	PROPANE	1,023.57	76834	2/11/2026
SOUTHEAST KANSAS INC	2026 MEMBERSHIP DUES	150.00	76835	2/11/2026
SEKRPC	2026 MEMBERSHIP DUES	50.00	76836	2/11/2026
SPARKLIGHT	INTERNET SERVICE	217.59	76837	2/11/2026
SPARKLIGHT	INTERNET SERVICE	115.66	76838	2/11/2026
TBS ELECTRONICS INC	RADIO SVC & REPAIR	630.00	76839	2/11/2026
US CELLULAR	CELL PHONE/TABLET	620.46	76840	2/11/2026
EVERGY	AIRPORT RUNWAY LIGHTS	331.40	76841	2/11/2026
EVERGY	STREETLIGHTS @ OTTAWA	109.78	76842	2/11/2026
WESTERN AUTO	PARTS & SUPPLIES	128.33	76843	2/11/2026
WILSON COUNTY COORDINATOR	2026 LANDFILL AGREEMENT	16,000.00	76844	2/11/2026
WILSON MEDICAL CENTER	JANUARY TAX DISTRIBUTION	25,378.70	76845	2/11/2026
WOODS LUMBER COMPANY	SUPPLIES	539.00	76846	2/11/2026

**\*\*\*\*\*TOTAL\*\*\*\*\***

**86,665.41**



## Remediation Management Services Company

150 West Warrenville Road  
MC-200-1N  
Naperville, IL 60563  
Phone: (331) 702-3252  
Fax: (630) 420-3738  
mary.wojciechowski@bp.com

January 27, 2026

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

Dear Mr. Jones:

I am writing on behalf of BP Products North America (BP) related to the former refinery site in Neodesha KS. The purpose of this letter is to request permission for BP Products North America Inc. (BP), to access your property for the monitoring and sampling of existing groundwater monitoring wells on your property. An Access Agreement for the proposed monitoring and sampling of the monitoring wells on your is enclosed, as well as a return paid envelope for the signed agreement.

Upon receipt of permission from you, BP will provide notification two weeks prior to any work being conducted. If you agree with the terms of the enclosed access agreement, please indicate your approval by signing the access agreement and returning one copy to me in the self-addressed envelope. A response is requested by February 20, 2026.

Thank you for your cooperation. If you have any questions, please feel free to contact me at 331-702-3252, or my contractor, Jason Luckett, at 859-287-0410.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mary W.' followed by a long, thin, horizontal line.

Mary Wojciechowski  
Operations Project Manager  
Remediation Management Services Company  
An affiliate of BP Products North America Inc.

ACCESS AGREEMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, BP Products North America Inc., ("BP") and the City of Neodesha, as owner of City Right of Way property located in Neodesha, Kansas ("Property"), hereby agree as follows:

1. Owner grants to BP, its consulting firms, and their subcontractors ("BP's contractors") access to, and a license to use equipment on, the Property for the purpose of performing maintenance/repair and environmental sampling and monitoring activities of existing monitoring wells ("Activities"). The Activities shall be specifically limited to the well repair/maintenance activities and semi-annual groundwater sampling events. The Activities may include the collection of soil and groundwater samples. BP's contractors will provide Owner with copies of the results of any samples conducted on the property.
2. BP's contractors will conduct themselves in a business-like, professional manner and will use reasonable efforts to avoid or minimize any interruption to the business or use of the Property as a result of the Activities.
3. After the Activities on the Property are completed, BP's contractors will return the Property to substantially the same condition as prior to the Activities. BP's contractors will be responsible for the proper management, removal and disposal of all materials generated as the result of the Activities at the Property, and will ensure that any such materials are removed from the Property within a reasonable time after their generation. After the useful life of any monitoring wells installed on the Property, the wells will be properly abandoned and/or removed in accordance with Kansas Department of Health and Environment ("KDHE") standards, and the Property will be restored to substantially the same condition as before the wells were installed.
4. BP will defend, indemnify, and hold harmless Owner from third-party causes of action which arise out of the negligence of BP's contractors in their performance of the Activities on the Property.
5. BP's contractors shall have the right to permit representatives of KDHE to accompany them as appropriate during the Activities on the Property.
6. This Agreement shall expire on 12/31/26 but may be extended by mutual consent of the parties. Nothing in this Agreement shall be deemed an admission, or used as evidence, on any issue of law or fact in any dispute, proceeding or litigation.

City of Neodesha

BP Products North America Inc.

By: \_\_\_\_\_

*M. W.*  
By:

Title: \_\_\_\_\_

Title: Operations Project Manager



## QUOTATION

Page 1 of 1

Date

Name  
City of Neodesha  
Address  
1200 W Granby  
City, State, ZIP  
Neodesha, KS 66757

FOB  
Neodesha, KS

Delivery Date  
**To be determined**  
Other

Contact  
Brent Wheeler

Telephone  
620-920-0348

Fax

Quantity	Description	Each	Total
10	Wastequip 3 yard rear load container "teem" (blot on casters) stricker box installed	\$943.00	\$9,430.00

Tariff surcharges and "full" tariffs may be added and invoiced should they apply

\*\* all equipment orders must have a signed quote & deposit or purchase order in place & until in place the unit is subject to prior sale.\*\*

Quoted by: Justin Hanson

**Sub Total** \$9,430.00

Approved by: \_\_\_\_\_

**Freight** \$700.00

Accepted by: \_\_\_\_\_

**Sales Tax** N/A

**TOTAL** \$10,130.00

Miller Pyrotechnics  
Allen Miller  
910 N 6<sup>th</sup> Street  
Fredonia, KS 66736  
(620) 330-7876  
allenmiller@live.com

#### FIREWORKS PRODUCTION CONTRACT

The contract is entered into on this 11<sup>th</sup> day of February 2026 by and between Miller Pyrotechnics and the CITY OF NEODESHA. Production to be held on the 5<sup>th</sup> day of July 2026.

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

ONE (1) DISPLAY FIREWORKS, UN0335, EXPLOSIVES 1.3G PRODUCTION has been agreed upon by Miller Pyrotechnics and the City of Neodesha in the sum of Twelve Thousand Dollars and 0/100 cents (\$12,000.00). The breakdown will be as follows:

- Aerial FX will create an invoice for \$10,500 (or close to, but not over) of which 10% will go towards insurance. To be paid directly to Aerial FX.
- Miller Pyrotechnics will receive a \$1,585 shooter fee, to be paid within 7 days of receiving an invoice, and after completion of the fireworks display.

Rain dates will be figured out between both parties as to the best possible time for each party.

Witness thereof, we have caused our signatures to be affixed to this document on this 11<sup>th</sup> day of February 2026.

Miller Pyrotechnics,

By: A. Miller

City of Neodesha,

By: \_\_\_\_\_

Aerial FX, Inc.

PO Box 4277  
St. Joseph, MO 64504  
Phone: 816-238-2800

# Invoice

DATE	INVOICE #
1/21/2026	2026-014

BILL TO	
City of Neodesha Allen Miller	

SHIP TO	

Qty	Item Code	DESCRIPTION	Price/Ea	Pick Up Date/Time	
					7/3
1	142B	100 shot W-shape Blue in Brocade 1/1	139.00		139.00
1	163D	100 shot Silver Lion, Red, Blue Dahlia (Z-shape) 1/1	135.00		135.00
2	129	2.5" 36 shot Red, White, & Blue Peony 1/1	209.00		418.00
2	127	2.5" 36 shot Spider 1/1	209.00		418.00
2	125B	36 shot 2.5" Color Pistil Brocade Crown 1/1	209.00		418.00
2	125A	36 shot 2.5" Red Crossette Silver Whirl	209.00		418.00
1	160B	100 shot Silver Lion Red Blue Crackling 1/1	145.00		145.00
1	167	121 shot Asst. Color Crown 1/1	171.00		171.00
1	164C	120 shot Three Step Song 1/1	185.00		185.00
1	180B	200 shot Four Step Five Stage Silver Lion Color Crosstte (Z)	134.00		134.00
2	FK3-FSC	3" Flower King Finale String w/silver tail 6/10	362.00		724.00
1	FK4-FSC	4" Flower King Asst. Finale w/silver tail 6/5	329.00		329.00
1	FK3-FSS	3" Flower King Finale Salute String w/Crackle tail 6/10	347.00		347.00
36	FK3-SCT-s	3" Flower King Salute w/Crackle Tail 1/1	6.00		216.00
1	FK6-A	6" Flower King Asst. Shells A 9/1	270.00		270.00
1	FK6-B	6" Flower King Asst. Shells B 9/1	270.00		270.00
1	FK6-C	6" Flower King Asst. Shells C 9/1	270.00		270.00
1	FK6-D	6" Flower King Asst. Shells D 9/1	270.00		270.00
1	FK6-E	6" Flower King Asst. Shells E 9/1	430.00		430.00
1	FK3-A	3" Flower King Asst Shells A 24/3	399.00		399.00
1	XP3-A	3" FX Premium Line Assortment A 72/1	389.00		389.00
2	FK4-A	4" Flower King Asst. Shells A 18/2	374.00		748.00
1	FK4-B	4" Flower King Asst. Shells B 18/2	374.00		374.00
1	FK4-C	4" Flower King Asst. Shells C 18/2	392.00		392.00
1	XP4-C	4" FX Premium Asst. Shells C 18/2	379.00		379.00
1	FK5-A	5" Flower King Asst. Shells A 18/1	309.00		309.00
1	FK5-B	5" Flower King Asst. Shells B 18/1	319.00		319.00
1	FK5-C	5" Flower King Asst Shells C 18/1	309.00		309.00
1	FK5-D	5" Flower King Asst Shells D 18/1	375.00		375.00

**Total**

**Payments/Credits**

**Balance Due**

Aerial FX ATF License  
Type - 24  
License #  
5-MO-021-24-8B-00143

Aerial FX, Inc.

PO Box 4277  
St. Joseph, MO 64504  
Phone: 816-238-2800

# Invoice

DATE	INVOICE #
1/21/2026	2026-014

<b>BILL TO</b>
City of Neodesha Allen Miller

<b>SHIP TO</b>

Qty	Item Code	DESCRIPTION	Price/Ea	Pick Up Date/Time	
					7/3
	Discount	Subtotal			9,700.00
		Inventory Item Discount			-485.00
	INS	Subtotal			9,215.00
	SF	Product Liability Insurance pass through fee	1,200.00		1,200.00
		Shooting Fee	1,585.00		1,585.00
<b>Total</b>					
\$12,000.00					
<b>Payments/Credits</b>					
\$0.00					
<b>Balance Due</b>					
\$12,000.00					

Aerial FX ATF License Type - 24 License # 5-MO-021-24-8B-00143
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