

**Agenda**  
City Commission of the City of Neodesha, KS  
February 25, 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 February 11, 2026 Minutes
- Appropriation (2026) 03

Item 4: Business Items to Consider

- A. Resolution: Amend Procurement Policy
- B. Resolution: Dangerous Structures; 1318 N 8<sup>th</sup> Street
- C. Approve/Ratify Sewer Station Repair
- D. Approve Agreement: Midwest Construction & Utility Law
- E. Approve Purchase of Lawnmowers
- F. Approve Garage Door Replacement
- G. Appoint Director 2 Position for KMEA
- H. Appoint Alternate Position for KMEA
- I. Discuss Curb Extension along Main: State funded Project
- J. Discuss Future of Priority Power Partnership

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, March 11, 2026, 4:00 p.m. – Regular Meeting, City Hall

Item 7: Executive Session

Item 8: Adjournment

**AGENDA COMMENTS**  
**CITY COMMISSION MEETING**  
**February 25, 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**

**4A: Resolution: Amend Procurement Policy**

This resolution amends the City of Neodesha's Procurement Policy to make it more practical and user-friendly for staff. It increases the maximum spending authority for the City Clerk and City Administrator, allowing more routine work to be completed efficiently.

Under the current limits, we are often constrained in addressing water leaks and other necessary repairs without classifying them as emergencies. By raising the spending thresholds, this resolution provides greater flexibility to manage these issues promptly and responsibly, reducing the need to rely on the emergency repair provisions outlined in the policy.

**RECOMMENDED MOTION:** *I move to approve Resolution 26-02 as presented.*

**4B: Resolution: Dangerous Structures; 1318 N 8<sup>th</sup> Street**

This resolution pertains to the yard abatement at 1318 N. 8th Street. The property owner has been given ample time to correct the violation but has failed to bring the property into compliance. We are requesting that the process move forward and that the Commission set a public hearing for this property.

**RECOMMENDED MOTION:** *I move to approve resolution 26-03 as presented setting a public hearing for \_\_\_\_\_, 2026, at 4:00 p.m.*

**4C: Approve/Ratify Sewer Station Repair**

Ryan was notified of an issue with one of our sewer mains on February 11, 2026. After assessing the situation, he determined that due to the location and condition of the line, the repair would require a contractor to ensure it was completed properly.

Given the configuration of the line, the issue needed to be addressed as soon as possible. Ryan contacted a contractor from Independence who has worked with us previously, and the repair was successfully completed on February 14, 2026.

**RECOMMENDED MOTION:** *I move to approve the payment to Tri-Star Utilities for the emergency sewer main repair in the amount not to exceed \$9,630 dollars.*

**4D: Approve Agreement: Midwest Construction & Utility Law**

Penny Speake has served as the City of Neodesha’s attorney for franchise licensing agreements for several years. She has recently moved to a different firm. Based on our positive experience working with her and our professional judgment, we would like to follow her to her new firm and continue our working relationship with Mrs. Speake.

**RECOMMENDED MOTION: *I move to approve the engagement letter with Midwest Construction & Utility Law as presented.***

**4E: Approve Purchase of Lawnmowers**

Ryan has begun the process of replacing the mowers identified for replacement this year under the capital improvements plan for these departments. The first item being presented is the replacement of the cemetery lawnmower.

With mowing season quickly approaching, we felt it was important to move forward now to stay ahead of the season and ensure the new mower is ordered and delivered in a timely manner.

**RECOMMENDED MOTION: *I move to approve the purchase of the cemetery mower from Fredonia Outdoor Power Equipment in the amount of \$14,772.50.***

**4F: Approve Garage Door Replacement**

Brandon has been dealing with ongoing issues with the garage doors at the electric shop for several months. Multiple companies have inspected and attempted repairs, but the problems have not been resolved. As a result, staff have had to manually raise and lower the doors in recent months.

Brandon solicited bids for replacement and is recommending acceptance of the quote from SEK Garage Doors.

**RECOMMENDED MOTION: *I move to approve the quote from SEK Garage Doors in the amount not to exceed \$11,700 Dollars.***

**4G: Appoint Director 2 Position for KMEA**

The City’s KMEA Directors serve on a two-year basis. The Director 2 position is filled by the City Administrator which expires 4/30/2026. The Commission is asked to appoint the City Administrator as Director 2 for KMEA.

**RECOMMENDED MOTION: *I move to appoint the City Administrator as Director 2 for KMEA.***

**4H: Appoint Alternate Position for KMEA**

Stephanie Fyfe, City Clerk/Finance Director, is currently the KMEA Alternate Director. Her term expires April 30, 2026. For this agenda item, the Commission is asked to appoint the voting Alternate for KMEA.

**RECOMMENDED MOTIONS: *I move to appoint the City Clerk as the Alternate Director for KMEA.***

**4I: Discuss Curb Extension along Main: State funded Project**

Ryan was contacted by a KDOT representative regarding a new program that would install curb extensions at several intersections along Main Street. The proposed intersections include 1st, 2nd, 3rd, 10th, and 11th Streets. The City of Neodesha would be required to approve any such project. We have met with Marcus Leck to review the proposed options and believe this could be a beneficial opportunity for the community. We would like to brief the Commission on this potential project and other future improvements that may be coming to Neodesha.

**RECOMMENDED MOTION: *No motion needed.***

**4J: Discuss Future of Priority Power Partnership**

With the recent attention and discussion surrounding gas and electric utilities in the City of Neodesha, the topic of our Priority Power partnership has resurfaced. Because we are currently under contract with Priority Power, any changes desired by the Commission would require written notice at least 90 days prior to the contract's automatic renewal date.

With that deadline approaching, this is an appropriate time to revisit the agreement, discuss the partnership in more detail, and determine how the Commission would like to proceed in the near future.

**RECOMMENDED MOTION: *No motion needed.***

The Board of Commissioners met in regular session at 4:00 p.m., on Wednesday, February 11, 2026, in the Commission Room at City Hall with Mayor Johnson presiding and Commissioner Truelove present. Commissioner Banzet was absent from the meeting due to a family emergency. Community Development Director Chris Bauman was absent from the meeting as well. The meeting was recorded via Zoom platform.

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

Civic organization reports were invited and heard.

Commission reports were heard.

City Administrator comments 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 28, 2026 Meeting; and Appropriation (2026) 02. Seconded by Mayor Johnson. Motion carried.

Administrator Jones addressed the Commission regarding the annual BP Access Agreement for monitoring well sampling activity. Discussion held.

Commissioner Truelove moved to approve the 2026 Access Agreement with BP for monitoring well sampling activities as presented. Seconded by Mayor Johnson.

Administrator Jones addressed the Commission regarding the purchase of dumpsters for the Public Works Department. Discussion held.

Commissioner Truelove moved to approve the purchase of dumpsters from Armor Equipment in an amount not to exceed \$10,200. Seconded by Mayor Johnson. Motion carried.

Administrator Jones addressed the Commission regarding the 2026 4<sup>th</sup> of July Fireworks Agreement with Aerial FX Inc and Miller Pyrotechnics. Discussion held.

Commissioner Truelove moved to approve the purchase of fireworks from Aerial FX Inc in an amount not to exceed \$10,500. Seconded by Mayor Johnson. Motion carried.

Mayor Johnson moved to approve the shooting fee for the 4<sup>th</sup> of July show to Miller Pyrotechnics in an amount not to exceed \$1,585. Seconded by Commissioner Truelove. Motion carried.

Public Comments were again invited and heard.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, February 25, 2026, at 4:00 p.m.

At 4:37 p.m. Commissioner Truelove moved to adjourn. Seconded by Mayor Johnson. Motion carried.

ATTEST:

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Devin Johnson, Mayor

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Stephanie Fyfe, City Clerk

**APPROPRIATIONS REPORT****ORDINANCE NO 3****2/25/2026**

<b>VENDOR</b>	<b>REFERENCE</b>	<b>AMOUNT</b>	<b>CHECK NO</b>	<b>CHECK DATE</b>
AT & T	PHONE CHARGES	743.37	76851	2/25/2026
AIR & FIRE SYSTEMS INC	EQUIP/AIR/QUALITY TESTING	968.63	76852	2/25/2026
AUTO ZONE	AUTO PARTS	397.38	76853	2/25/2026
BEACHNER GRAIN INC	SALT	6.50	76854	2/25/2026
CALLTOWER	PHONE CHARGES	309.83	76856	2/25/2026
CANON FINANCIAL SERVICES	PRINTER LEASE	211.71	76857	2/25/2026
CASCO INDUSTRIES, INC	UNIFORM BOOTS	524.00	76858	2/25/2026
PATRICK CHRISLIP	CONSULTING SERVICES	50.00	76859	2/25/2026
CNA SURETY DIRECT BILL	MAYOR & COMMISSIONERS BOND	100.00	76860	2/25/2026
SHELBY CULBERTSON	CLEANING SERVICES	200.00	76861	2/25/2026
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY	50.00	76862	2/25/2026
ENCORE ENERGY SERVICES INC	JANUARY BILLING	225,134.89	76863	2/25/2026
FREDONIA OUTDOOR EQUIPMENT	CHAINSAWS & CHAINS	229.45	76864	2/25/2026
FREDONIA TRUE VALUE HARDWARE	SUPPLIES	419.46	76865	2/25/2026
G & W FOODS	OFFICE SUPPLIES	152.11	76866	2/25/2026
HAWKINS INC	CHEMICALS	5,042.98	76867	2/25/2026
HEALY LAW OFFICES, LLC	LEGAL FEES	2,098.75	76868	2/25/2026
HUBER & ASSOCIATES INC	KLER INTERFACE MAINTENANCE	876.00	76869	2/25/2026
KANSAS ONE-CALL SYSTEM, INC	JANUARY LOCATES	35.91	76870	2/25/2026
NKC Tire	TIRES	677.00	76871	2/25/2026
KOONS GAS MEASUREMENT	GAS METER & SUPPLIES	5,344.85	76872	2/25/2026
LEASE FINANCE SERVICES	COPIER LEASE	435.21	76873	2/25/2026
LAKELAND OFFICE SYSTEMS LLC	COPIER MAINTENANCE	282.47	76874	2/25/2026
MELISSA LARSON	CIVIC CENTER DEPOSIT REFUND	50.00	76875	2/25/2026
MCCARTY'S OFFICE MACHINES INC	COPY PAPER	219.96	76876	2/25/2026
MFA OIL	TANK RENTAL	100.00	76877	2/25/2026
MIDWEST COMPUTER SALES	IT SERVICES	1,394.00	76878	2/25/2026
NEWTON LUMBER CO INC	SUPPLIES	21.99	76879	2/25/2026

O'REILLY AUTOMOTIVE INC	AUTO PARTS & SUPPLIES	402.99	76880	2/25/2026
PITNEY BOWES	POSTAGE FOR METER	1,060.35	76881	2/25/2026
PITNEY BOWES	POSTAGE MACHINE LEASE	769.38	76882	2/25/2026
PRIORITY POWER	FEBRUARY BILLING	1,000.00	76883	2/25/2026
REYNOLDS PLUMBING & ELECTRIC	SERVICE CALL	825.00	76884	2/25/2026
SPARKLIGHT	INTERNET SERVICE	260.05	76885	2/25/2026
STERICYCLE INC	DISPOSAL SERVICE	256.53	76886	2/25/2026
SUPERIOR BOWEN ASPHALT CO	COLD PATCH	2,886.10	76887	2/25/2026
TASC	CLAIM CARD/ADMIN FEES	487.62	76888	2/25/2026
UNIFIRST CORPORATION	RUG & CLEANING SUPPLIES	91.57	76889	2/25/2026
US CELLULAR	GAS CHARTING	52.47	76890	2/25/2026

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

**254,168.51**

**ACH ELECTRIC ENERGY STATEMENTS BILLED February 2026**

KMEA - Energy Project	February 2026 Service	71,481.00
KMEA - SPA Hyrdro Project	January 2026 Service	3,147.00
KMEA - GRDA Power Supply Project	March 2026 Service	81,734.00
KMEA - Energy Mgmt Project No 3	January 2026 Service	166,113.00

**TOTAL ACH Electric Energy Statements**

**322,475.00**

**CITY OF NEODESHA**

**RESOLUTION NO. 26-02**

**A RESOLUTION AMENDING THE CITY OF NEODESHA PROCUREMENT POLICY; ESTABLISHING AND CREATING A PURCHASE AND BIDDING PROCEDURE FOR THE PROCUREMENT OF GOODS AND/OR SERVICES BY THE CITY OF NEODESHA.**

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS.**

**Section 1.** The governing body of the City of Neodesha, Kansas hereby adopts a procurement procedure policy to read as follows:

**PURPOSE**

The purpose of this Procurement Policy is to provide a complete source of purchasing information and detailed procedures for the centralized purchasing of all commodities, contractual services, and equipment, and that such purchases be obtained efficiently and economically, in compliance with local, state and federal laws. The policy serves as a guide to those who are granted purchasing privileges on behalf of the City of Neodesha. City employees/elected officials will follow established ethical and conflict of interest policies as set forth in the Code of the City of Neodesha.

**APPLICATION**

This policy applies to the procurement of all supplies, equipment, construction, and services of and for the City of Neodesha.

**POLICY**

1. **General**

A. The following Department Directors and staff are authorized to make purchases for the city up to \$2,000.

- Assistant to the City Administrator
- Electric Superintendent
- Fire Chief
- Police Chief
- Public Works Superintendent
- Water/Wastewater Superintendent

Any purchase exceeding \$2,000 or for professional services, telecommunications, computers and technology, or fixed assets must be approved either by the City Administrator or City Commission prior to making the purchase. Quotes received for purchases \$1,000 and under can be accomplished via phone, in person, in writing or via fax, but need to be recorded on the purchase order. When practical, Department Directors should obtain three quotes prior to making purchases. Department Directors have the responsibility to remain within annual budget limitations.

- B. The City Clerk and Assistant City Clerk are authorized to make purchases for the City of Neodesha up to \$7,500.
- C. The City Administrator is authorized to make purchases for the City of Neodesha up to \$15,000. Any purchase exceeding \$15,000 must be approved by the City Commission prior to making the purchase. Bids and the purchases of fixed equipment \$15,000 or more, not included in the budget, require City Commission approval.
- D. The City of Neodesha utilizes a formal purchase order system, requiring a purchase order number, for all purchases over \$500. Once an item is received, the Department Director who purchased the item verifies that the city is being invoiced for the correct item. The Department Director reviews the purchase order, initials it and codes it for payment. The Administration Department enters the invoices for payment into the accounting system. Once the warrant register is printed, the warrant register is

reviewed by the City Clerk, City Administrator, and a Commission member. The warrant register is taken to the City Commission for approval.

- E. Upon approval of the warrant register by Commission, the checks are printed and mailed the following day. The City Administrator and the City Clerk must sign the checks. In the absence of the City Administrator and/or City Clerk, a Commission member and/or City Treasurer must sign the checks.
- F. Ethics In Purchasing: Any attempt to realize personal gain through public employment is a breach of public trust and grounds for disciplinary action up to and including termination. It shall be a breach of ethical standards for any employee or public official to knowingly use confidential information or the City's purchasing ability for personal gain, or the personal gain of others. It shall be a breach of public ethics to reap personal gain through City purchasing decisions such as cash, goods, gifts, or discounts. It is unacceptable for one Department Director to negotiate on behalf of another Department Director without his or her consent.

2. Methods of Procurement

- A. Small Purchases – This method is used when goods or services do not cost in the aggregate more than \$15,000.
  - (1) Price or rate quotes are obtained from an adequate number of qualified sources. (Generally, three). Written specifications are provided, normally 30 days in advance, to assure all responders are bidding on the same product or service. Bid requests will be published at a minimum in the City of Neodesha Official Newspaper, at a minimum 30 days prior to bid date, except with approval of the City Commission. All bids shall be opened publicly at the time and place stated in the Invitation for Bids.
  - (2) Documentation regarding the businesses contacted and the prices submitted shall be maintained in the project folder or procurement file.
  - (3) Written documentation regarding basis for selection and cost shall be maintained.
  - (4) The City of Neodesha has the right to accept or reject any or all bids with or without cause in the discretion of the Governing Body. All unsuccessful bidders must be notified in writing.
- B. Competitive Sealed Bids – Competitive sealed bids are initiated by publishing an Invitation for Bids (IFB) when the cost is estimated to be over \$25,000, and two or more responsible suppliers are willing and able to compete effectively for the City of Neodesha business. Invitation to Bid notices will be published once, at a minimum, in the City of Neodesha Official Newspaper and the publications at a minimum of 30 days prior to bid date, except with approval of the City Commission. The City Commission is the approving authority for all competitive sealed bids. All bids shall be opened publicly at the time and place stated in the Invitation for Bids.
  - (1) Detailed specifications for the goods or services to be procured shall be approved by City Commission prior to advertising.
  - (2) All bids received are tabulated and reviewed according to the written criteria given to prospective bidders. The primary basis for award shall be cost.
  - (3) A firm-fixed-price contract award shall be made by written notice to the responsible bidder whose bid, conforming to the Invitation for Bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs shall be considered in determining which bid is lowest.
  - (4) Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required after confirming the contractor is not on the Federal Debarred List.
  - (5) Any and all bids may be rejected with or without cause in the discretion of the Governing Body. All unsuccessful bidders must be notified in writing.
  - (6) A bid guarantee equal to at least five percent (5%) of the proposed contract amount and should be secured through a bid loan or a certified check. A 100 percent (100%) "performance bond" on the part of the contractor to secure fulfillment of all the contractor's obligations under the contract; and a 100 percent (100%) "payment bond on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract. In the discretion of the Governing Body the requirement of a performance bond and/or payment bond may be waived in writing.
  - (7) Bonds shall be from a surety company registered and licensed to do business in Kansas and countersigned by a Kansas agent.
- C. Competitive Negotiations – Competitive Negotiations are initiated by publishing a Request for Proposals (RFP) or Request for Qualifications (RFQ). Responses shall be solicited from an adequate number of

qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The RFP is used when price is a factor in selection; the RFQ is used when price is considered after selection (this is usually applicable only for architectural and engineering services). Adequate time is allowed for preparation of RFP or RFQ for at least 30 days.

- (1) In both the RFP and RFQ, the services to be procured are clearly defined, as are the factors to be used in evaluation and selection. A written basis of selection must be prepared.
  - (2) All proposals received are to be reviewed according to the written criteria given to prospective bidders and the review should be in writing. The basis of selection must be documented.
  - (3) For RFQ's, an invitation is made to one or more respondents to negotiate a price or fee.
  - (4) Awards may be made to the responsible bidder whose proposal will be most advantageous to the City, with price and other factors considered.
  - (5) Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required.
  - (6) All unsuccessful bidders must be notified in writing.
- D. Non-Competitive Negotiations – Non-competitive negotiations are used only when 1) the use of competitive negotiations is not feasible, such as having only one supplier; 2) there is a public emergency; or 3) the results of the competitive negotiations are inadequate.
- (1) Negotiations are conducted with the selected company regarding a scope of work and price.
  - (2) Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required.
  - (3) Sole source purchases must be approved by the City Administrator or City Commission.
3. Emergency or Urgent Situations
- A. It is recognized that emergency or urgent situations occasionally arise in City operations. In emergency or urgent situations, it is up to the judgment of the City Administrator to make a responsible decision regarding obtaining required goods and services.
  - B. These emergency or urgent situations arise when an immediate decision may preclude excessive costs at a later date and in some situations even prevent injuries or the loss of life. The City Administrator is charged with the responsibility to determine if an emergency or urgent situation exists and to make necessary decisions if higher authority is unavailable.
  - C. All purchases outside the normal purchasing procedures must be reported to the Governing Body as soon as possible.
4. Contracts
- A. Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required for all contracts over \$5,000.
  - B. The City Commission shall be the approving authority for all formal contracts exceeding \$5,000. For all other contracts, the City Administrator shall be the approving authority.
  - C. At the discretion of the City Administrator, formal contracts may be drafted, or reviewed, by the City Attorney.
  - D. Contract Pricing – The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.
  - E. Contracts must include the following:
    - (1) Effective date of contract;
    - (2) Name and addresses of the locality and firm;
    - (3) Names of representatives of locality and firm who will act as liaison for administration of the contract;
    - (4) Citation of the authority of the city under whom the contract is entered into and source of funds.
    - (5) Conditions and terms under which the contract may be terminated by either party, both termination for cause and termination for convenience, and remedies for violation/breach of contract.
5. Miscellaneous Financial Issues
- A. Procedures for claiming of travel related expenditures are identified in the City of Neodesha Personnel Policy Handbook.
  - B. The City of Neodesha shall perform some form of cost/price analysis for every procurement action, including modifications or change orders.
  - C. The City Staff shall make every reasonable effort to purchase goods and services from suppliers located within the City of Neodesha if the goods or services needed by the City are available from such suppliers

at a competitive price, and if the goods and services are of the level of quality expected by the City. Local bids will be considered reasonable if they are no greater than 15% above the lowest bid.

- D. All procurements will be reviewed to avoid unnecessary and duplicate purchases and to ensure costs are "reasonable."
- E. The City of Neodesha will make every effort to ensure small, minority and/or female-owned businesses are included in the bid process.
- F. Invitation for Bids or Requests for Proposals must be clearly written and describe the technical requirements of the equipment or services.
- G. The City of Neodesha is exempt from all local and state sales taxes or federal excise taxes. Purchases made for any of the Utility Departments other than the Water Utility, however, are subject to all local and state sales taxes or federal excise taxes. For these tax reasons, it is not acceptable to purchase personal items through the City's purchasing system. A W-9 must be sent to vendors along with the purchase order for any purchase over \$500.
- H. Formal bids will contain the following language: The Governing Body of the City of Neodesha reserves the right to waive irregularities in bids, to reject any and all bids with or without cause in the discretion of the Governing Body, and to award the bid that it determines to be in the best interest of the City of Neodesha. The City of Neodesha does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicapped status in employment or provision of service.

**Section 2.** The Governing Body of the City of Neodesha, Kansas, by majority vote, may waive any provisions of this Resolution when deemed in the best interest of the City.

**Section 3.** Nothing in this Procurement Policy shall exempt the City from the requirements of K.S.A. 10-1101 et seq., the Kansas Cash Basis Law.

**Section 4.** This Resolution shall take effect and be in force from and after its passage and adoption.

**ADOPTED AND APPROVED** by the governing body of the City of Neodesha, Kansas this 25<sup>th</sup> day of February, 2026.

ATTEST:

\_\_\_\_\_  
Devin Johnson, Mayor

\_\_\_\_\_  
Stephanie Fyfe, City Clerk

**CITY OF NEODESHA**

**RESOLUTION NO. 26-03**

**A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS AT WHICH TIME THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF THE STRUCTURE LOCATED AT 1318 North 8<sup>th</sup> Street, LEGAL DESCRIPTION: Lot (9) and Lot (10), Block (9), Northlawn Addition, City of Neodesha, MAY APPEAR AND SHOW CAUSE WHY SUCH PROPERTY SHOULD NOT BE CONSIDERED UNSAFE OR CAUSING A BLIGHTING INFLUENCE AND DIRECTING THE VIOLATION TO BE ABATED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.**

**WHEREAS**, the Enforcement Officer of the City of Neodesha, did on the 29<sup>th</sup> day of January, 2026, file with the Governing Body of said City a statement in writing that the property was found to be unsafe and/or causing a blighting influence;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing body of the City of Neodesha that a hearing will be held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8<sup>th</sup>; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at \*\*\*\*\* insert address \*\*\*\*\* may appear and show cause why such property should not be considered a blighting influence and/or an unsafe property and be ordered to abate the property and be made safe and secure.

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

**ADOPTED AND APPROVED** by the governing body of the City of Neodesha, Kansas this 25<sup>th</sup> day of February, 2026.

ATTEST:

\_\_\_\_\_  
Devin Johnson, Mayor

\_\_\_\_\_  
Stephanie Fyfe, City Clerk

P.O. Box 903  
Independence, KS 67301

# **Tri-Star Utilities**

Phone: 620-331-7159  
Fax: 620-331-7455  
indyunderground@outlook.com

2/12/2026

City of Neodesha  
ATTN: Ryan Toms  
[rtoms@neodeshaks.org](mailto:rtoms@neodeshaks.org)

Proposal from Tri-Star Utilities for:  
Spot Repair on the East side of town by the River Bridge  
Lump Sum Total \$ 9,630.00

# MIDWEST CONSTRUCTION AND UTILITY LAW LLC

629 N Althea Ave  
Nixa, Mo. 65714

Penny@mwcul.com  
(417) 374-3595

February 16, 2016

City of Neodesha  
Attn: Brogan Jones, M.P.A., City Administrator  
1407 N. 8th  
P.O. Box 336  
Neodesha, KS 66757

RE: Fee Agreement with City of Neodesha, Kansas

Dear Mr. Jones:

The purpose of this letter is to confirm, based on our recent conversations, our agreement for my firm to represent the City of Neodesha in the matter described below.

The City of Neodesha (hereinafter known as Client) hereby requests the legal services of Midwest Construction and Utility Law, LLC (hereinafter known as Attorneys) for representation and consultation regarding telecommunication, right of way management, and construction legal services, and other matters as directed. Attorneys will provide those legal services reasonably required to represent Client in this matter and will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

Client agrees to pay by the hour at Attorneys' prevailing rates for all time spent on Client's matter by Attorneys' legal personnel. Drafting and responding to telephone calls, email and other correspondence will be billed according to the time devoted to the task. Current hourly rates for legal personnel are as follows:

Time is charged in units of .25 of an hour

Lawyer	\$365/hour
Consultant/Brent McKinney	\$150/hour
Legal Assistants/Paralegal	\$100/hour

The legal personnel assigned to Client's matter will confer among themselves about the matter, as required and appropriate. When they do confer, each person may charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each may charge for the time spent. Attorneys will charge their hourly rates for waiting time in court and elsewhere and for travel time, both local and out of town.

Attorneys will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include mileage, transportation, meals and hotel costs, research expenses, consultants' fees, expert witness, professional, court reporter, mediator, arbitrator and/or special master fees and other similar items. Except for mileage, which will be charged at the applicable United States' Internal Revenue Service standard mileage rate, all costs and expenses will be charged at Attorney's cost.

To aid in the preparation or presentation of Client's case, it will likely be necessary to hire expert witnesses, consultants, or investigators. Attorneys will select, in consultation with Client, any expert witnesses, consultants or investigators to be hired and Client will be informed of persons chosen and their charges. Client authorizes Attorneys to incur all reasonable costs and to hire any investigators, consultants, or expert witnesses reasonably necessary in Attorneys' judgment.

Attorneys will send Client monthly statements for fees and costs incurred. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. Any balance that is due that is not paid in full within fifteen days after the issuance of such statement shall incur an interest charge of 9% annually.

Client may discharge Attorneys at any time. Attorneys may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this agreement, refusal to cooperate or to follow Attorneys' advice on a material matter or any fact or circumstance that would render Attorneys' continuing representation unlawful or unethical. When Attorneys' services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorneys will, upon Client's request, deliver Client's file and property in Attorneys' possession whether or not Client has paid for all services. Attorneys shall retain a copy of the documents for a period of five years after the closing of the file. Client acknowledges that the duplicate file retained by Attorneys is the sole property of Attorneys and may be destroyed after five years without further notice to Client. Client understands that to the limited extent Attorneys have paid out of pocket expenses for items which have not yet been reimbursed by Client, Attorneys may be reimbursed for that particular expense before releasing the item(s).

Nothing in this agreement and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorneys make no such promises or guarantees, and any comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorneys shall not be a guarantee. Actual fees may vary from estimates given.

This Fee Agreement pertains only to legal services rendered and costs and expenses for the matter expressly stated above. It does not relate to any other matter for which Client seeks representation by Attorneys. Any other matter will require a separate Fee Agreement.

We greatly appreciate the opportunity to represent you in this matter and look forward to working with you.

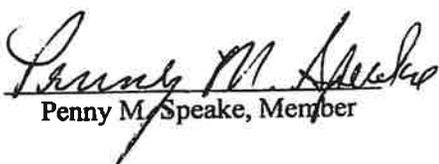
Sincerely,

*/s/ Penny M. Speake*

Penny M. Speake

AGREED:

MIDWEST CONSTRUCTION AND UTILITY LAW, LLC

By:  Date: 2-16-2026  
Penny M. Speake, Member

CITY OF NEODESHA, KANSAS

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

# Grasshopper QuikQuote #23297N00284



**Vendor:**  
**Moridge Mfg. Inc.**  
 105 Old Highway 81 S.  
 P.O. Box 810  
 Moundridge, KS 67107

**Contact:**  
**Brent Dobson**  
 bdobson@grasshoppermower.com

**Quoted by**  
**Fredonia Outdoor Equipment LLC**  
 1500 N 2nd St  
 Fredonia, KS 66736  
 P: (620) 378-3171

**Jason Hulse**  
 Owner  
 E:  
[fredonia.outdoor.equipment@gmail.com](mailto:fredonia.outdoor.equipment@gmail.com)  
 P: 620-378-3171

**Quoted for**  
**City of Neodesha**



*Models may be shown with optional equipment that may or may not appear on your specific quote*

**Model 335 with 52" 4X Rear Discharge Deck**  
 Quoted: Feb 11, 2026  
**KS State Contract**  
**Contract ID: #53340**  
**Contract Period:**  
 02/28/2023-02/28/2026

## Power Unit & Deck

**Model 335 (534182)**  
 993cc Big Block Engine; "no-gears" hydraulic pump-and-wheel-motor transmission; heavy-duty extra-deep 52" cutting deck; luxury seat and shock-absorbing footrest

**52" 4X Rear Discharge Deck** – In lieu of standard 52" deck for 327EFI/329B-52. (534332)

List	Contract
\$16,495.00	\$12,371.25

List Total: \$19,320.00

Contract: \$14,772.50

**Grand Total: \$14,772.50**

**Stipulation(s):**  
 ✓ Quote Expires in 10 days

## Wholegoods

**533581** – Premier Suspension Seat  
**503705** – QuikAdjust Tilt Lever Kit  
**533547** – Twøels - 24 x 12-12 - Set of 2 (in lieu)  
**533607** – Puncture Proof Semi-Pneumatic Tail Wheel Tires - 13x6.5x6 - Set of 2 (in lieu)

List	Contract
\$805.00	\$684.25
\$115.00	\$97.75
\$1,350.00	\$1,147.50
\$260.00	\$221.00

**Make PO to:** Moridge Mfg. Inc.

**Fax PO to:**  
**Email PO to:**  
 bdobson@grasshoppermower.com

**PO #:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

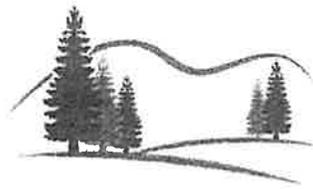
**Date:** \_\_\_\_\_

# Bid

***Fredonia Outdoor Equipment LLC***  
***1500 N 2<sup>nd</sup> Street***  
***Fredonia KS 66736***  
***620-378-3171***

**Date: 2/12/2026**

**City of Neodesha**



**Fredonia Outdoor Equipment LLC**

Qty	Item #	Description	Serial #	Retail Price
1	992533	Gravely Pro Turn 552	TBD	\$13,859.64
		52" Deck Side Discharge Suspension Seat		
1	79220500	Tweel- 2612-12 Rear		\$2,039.95
<b>Equipment Total</b>				<b>\$15,899.59</b>
<b>Sales Tax</b>				<b>\$0.00</b>
<b>Total</b>				<b>\$15,899.59</b>

SEK GARAGE DOORS  
 5350 CR 5600  
 CHERRYVALE, KS. 67335  
 620-330-2732

**Invoice**

Sold to  
 Brandon

205-7721

SOLD TO

City of Neodesha - Electric

2-10-24

ADDRESS

Ottawa Rd

CITY, STATE, ZIP

Neodesha KS

CITY, STATE, ZIP

CUSTOMER ORDER NO.

SOLD BY

TERMS

F.O.B.

DATE

1	12' x 14' 3285	2" RA. Track - Steel	4900 <sup>00</sup>
	white, no windows	Follow YR/12	
	5-5drinks		5000 <sup>00</sup>
2	H5 DC7	Liftmaster	
		w/chain hoist	
1	Trar out & Hand		1500 <sup>00</sup>
	Build motor Pads		
	Fix Down Hangers on other Door		
	New Seals & Comble Hinges		
	Adjust other Door		
			11,700 <sup>00</sup>



## CERTIFICATE – DIRECTOR-2

### KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director-2** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.1 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of Neodesha, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the 25th day of February, 2026; and

Name:	<u>Brogan Jones</u>	Title:	<u>City Administrator</u>		
Address:	<u>PO Box 336</u>				
City:	<u>Neodesha</u>	State:	<u>KS</u>	Zip Code:	<u>66757</u>
Office Phone:	<u>620-325-2828</u>	Cell Phone:	<u>620-716-2809</u>	Fax:	<u>620-325-2841</u>
Email Address:	<u>bjones@neodeshaks.org</u>				

who (a) resides within the territory served by the City's electric utility; or (b) is an employee of the City, was appointed to serve on the KMEA Board of Directors for a two-year term ending on April 30, 2028.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this 25th day of February, 2026.

\_\_\_\_\_  
City Clerk

Neodesha, Kansas



**CERTIFICATE – ALTERNATE**  
**KANSAS MUNICIPAL ENERGY AGENCY**  
**BOARD OF DIRECTORS**

This certificate duly documents the appointment of an **Alternate** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.7 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of Neodesha, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the 25th day of February, 2026; and

Name: <u>Stephanie Fyfe</u>	Title: <u>City Clerk</u>	
Address: <u>PO Box 336</u>		
City: <u>Neodesha</u>	State: <u>KS</u>	Zip Code: <u>66757</u>
Office Phone: <u>620-325-2828</u>	Cell Phone: <u>620-205-7752</u>	Fax: <u>620-325-2481</u>
Email Address: <u>sfyfe@neodeshaks.org</u>		

who (a) resides within the territory served by the City's electric utility; or (b) is an employee of the City, was appointed to serve on the KMEA Board of Directors for the term indicated below:

- Term expiring 4/30/2028 or  
 Permanent

The above appointed Alternate is  is not  (check one) entitled to vote on behalf of the City.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate given this 25th day of February, 2026.

\_\_\_\_\_  
City Clerk  
Neodesha, Kansas