

**Agenda**  
City Commission of the City of Neodesha, KS  
June 24, 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 June 10, 2026 Minutes
- Appropriation (2026) 11

Item 4: Business Items to Consider

- A. Ordinance: Dangerous Structures; 603 Walnut; Authorize Yard Abatement
- B. Ordinance: Dangerous Structures; 114 S 9<sup>th</sup>; Authorize Yard Abatement
- C. 2026 Audit Engagement Letter: Jarred, Gilmore & Phillips PA
- D. Award Main Street Flower Bed Maintenance Bid
- E. Consider Donelson Construction Bid: Pressure Pave
- F. Consider Donation/Sale of Property; 419 N 6<sup>th</sup>
- G. Neodesha Land Bank: Consider Donation/Sale of Property; 501/503 Main
- H. Discuss 2027 Budget

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, July 8, 2026, 4:00 p.m. – Regular Meeting, City Hall

Item 7: Executive Session: Non-elected Personnel

Item 8: Adjournment

**AGENDA COMMENTS**  
**CITY COMMISSION MEETING**  
**June 24, 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: Ordinance: Dangerous Structures; 603 Walnut; Authorize Yard Abatement**

This property has been under review for an extended period and has shown some improvement. The purpose of this action item is to continue the yard abatement process and establish a deadline for the property owner to bring the yard into compliance. If the violations are not corrected by the specified date, the City may proceed with abatement of the property and address the existing code violations at the owner's expense.

***RECOMMENDED MOTION:*** *I move to approve Ordinance 1831 as presented, authorizing the yard abatement for the property located at 603 Walnut Street.*

**4B: Ordinance: Dangerous Structures; 114 S 9th; Authorize Yard Abatement**

This property has been in the yard abatement process for an extended period. To date, the property's violation status has remained unchanged. This ordinance is intended to continue the abatement process and establish a final deadline for the property owner to bring the property into compliance. If the violations are not corrected by the specified date, the City may proceed with abatement of the property and all associated code violations at the owner's expense.

***RECOMMENDED MOTION:*** *I move to approve Ordinance 1832 as presented, authorizing the yard abatement for the property located at 114 S 9th Street.*

**4C: 2026 Audit Engagement Letter: Jarred, Gilmore & Phillips PA**

The 2026 audit engagement letter has been provided by the City's auditing firm, Jarred, Gilmore & Phillips, P.A. The City has partnered with this firm for several years and has consistently

received professional, thorough, and timely audit services. We appreciate the firm's dedication, expertise, and commitment throughout the audit process.

City staff recommends continuing this partnership for the 2026 audit and authorizing the engagement as outlined in the attached letter.

***RECOMMENDED MOTION: I move to approve the Audit engagement letter with Jarred, Gilmore and Phillips PA as presented.***

**4D: Award Main Street Flower Bed Maintenance Bid**

The City solicited bids for the maintenance of the downtown flower beds, which have been maintained through a longstanding partnership with the Neodesha Community Foundation. The bid solicitation process resulted in the receipt of one proposal, which is being presented to the Commission for consideration and potential approval.

***RECOMMENDED MOTION: I move to approve the bid from Landscape Design by Nicole for the downtown flower beds maintenance and beautification in the amount not to exceed \$17,697 annually.***

**4E: Consider Donelson Construction Bid: Pressure Pave**

Donelson Construction has submitted a bid for street improvements in several areas throughout the City of Neodesha. A copy of the bid is included in the agenda packet for the Commission's review.

The total cost for the proposed project is \$396,681.50 and includes approximately 40,000 square yards of street improvements. The project encompasses the following locations:

- 8th Street: Osage Street to Church Street
- Tank Street: 4th Street to 8th Street
- North 4th Street: Tank Street to Granby Street
- Timber Ridge: Both cul-de-sacs
- Granby Street: 8th Street to 6th Street

Staff is presenting the bid for the Commission's consideration and discussion.

***RECOMMENDED MOTION: I move to approve the quote from Donelson Construction for the Pressurepave process in the amount not to exceed \$400,000 Dollars.***

**4F: Consider Donation/Sale of Property; 419 N 6th**

This property is located adjacent to the Skate Park and was acquired by the City following the 2007 flood. Since that time, the property has been maintained by a neighboring property owner who has cared for and maintained the lot for several years.

The neighboring property owner has expressed interest in acquiring the property, as they are already responsible for its upkeep and maintenance. They have also agreed to cover all costs associated with the deed preparation and filing process should the City approve the transfer of the property.

***RECOMMENDED MOTION: I move to approve the donation of the property located at 419 N 6<sup>th</sup> St to Sam and Peggy Martin as presented.***

**Neodesha Land Bank:**

***RECOMMENDED MOTION: I move to convene as the Neodesha Land Bank to consider the donation of property.***

**4G: Neodesha Land Bank: Consider Donation/Sale of Property; 501/503 Main**

Carver Kansas Properties has approached the City of Neodesha regarding the acquisition of the properties located at 501 and 503 Main Street. The company has expressed an interest in continuing the redevelopment and improvement of these properties as part of its ongoing investment in downtown Neodesha.

Staff recommends moving forward with the necessary deed preparation and transfer process to convey the properties to Carver Kansas Properties. This action would support the continued renovation, revitalization, and beautification efforts along Main Street and further promote economic development within the downtown district.

***RECOMMENDED MOTION: I move to approve the donation of the properties located at 501 and 503 Main Street to Carver Kansas Properties and direct City staff to proceed with the necessary deed preparation and transfer process.***

**Return to regular commission meeting.**

***RECOMMENDED MOTION: I move to adjourn as the Neodesha Land Bank and reconvene as the City of Neodesha Governing Body.***

**4:H: Discuss 2027 Budget**

***RECOMMENDED MOTION: No motion necessary ~ discussion item only***

**EXECUTIVE SESSION: Non-Elected Personnel**

*I move to recess to an Executive Session including the Governing Body, City Administrator, City Clerk and Public Works Director to discuss an individual employee's performance pursuant to the non-elected personnel matter exception, KSA 75-4319(b)(1) because if this matter were discussed in open-session it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at \_\_\_\_ p.m.*

The Board of Commissioners met in regular session at 4:00 p.m., on Wednesday, June 10, 2026, in the Commission Room at City Hall with Vice-Mayor Banzet presiding and Commissioner Truelove present. The meeting was recorded via Zoom platform. Mayor Johnson was absent from the meeting.

Commissioner Truelove moved to approve the agenda as presented with the addition of Business Item 4F: Approve Donation Use of Civic Center; Neodesha Area Chamber of Commerce. Seconded by Vice-Mayor Banzet. Motion carried.

Civic organization reports were invited and heard.

Commission reports were heard.

City Administrator reports were heard.

Community Development Director reports were heard.

Financial reports were distributed.

Public Comments were invited and heard.

Commissioner Truelove moved to approve the consent agenda as presented consisting of minutes from the May 27, 2026 Meeting; minutes from the June 4, 2026 Special Call Meeting; and Appropriation (2026) 10. Seconded by Vice-Mayor Banzet. Motion carried.

Administrator Jones along with Building Inspector Tommy John addressed the Commission regarding an Ordinance that authorizes the yard abatement for the property located at 1318 N 8<sup>th</sup> Street. Discussion held.

Commissioner Truelove moved to table this ordinance item to the July 22, 2026 meeting. Seconded by Vice-Mayor Banzet. Motion carried.

Administrator Jones addressed the Commission regarding a resolution that addresses amendments to the resolution related to the issuance of the IRB Bonds for the Griffith Development Brown Hotel Project. Andrew Kovar, Spencer Fane LLC, was also present by Zoom for the discussion.

#### RESOLUTION NO. 26-13

##### A RESOLUTION AMENDING RESOLUTION NO. 24-16 OF THE CITY OF NEODESHA, KANSAS.

**WHEREAS**, the governing body of the City of Neodesha, Kansas (the "City"), desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

**WHEREAS**, pursuant to the provisions of K.S.A. 12-1740 *et seq.*, all as amended (the "Act"), and all acts amendatory thereof or supplemental thereto, said City is authorized to issue revenue bonds of the City; and

**WHEREAS**, the City previously adopted Resolution No. 24-16 (the "Original Resolution"), which Original Resolution authorized the City to provide for the issuance of certain taxable industrial revenue bonds in one or more series in an aggregate principal amount of not to exceed Four Million Eight Hundred Thousand Dollars (\$4,800,000) (the "Bonds") and to finance the purchasing, acquiring, constructing, furnishing, and equipping of a commercial facility consisting of apartments and non-retail office spaces generally located at 519 and 523 Main Street (Rhor Building) in Neodesha, Kansas (the "Project"); and

**WHEREAS**, construction of the Project was delayed and the anticipated costs of the Project have increased; and

**WHEREAS**, Griffith Development, LLC, a Nevada limited liability company, or its affiliates (the "Tenant"), has requested the City to amend and extend the Resolution of Intent from this date in order to complete the Project; and

**WHEREAS**, it is necessary to amend certain sections of Resolution No. 24-16 to extend the length of time the Resolution of Intent is effective and increase the anticipated costs of the Project.

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

**SECTION 1. Amendment to Section 2.** Section 2 of the Original Resolution is hereby deleted and replaced with the following:

**SECTION 2.** The City is hereby authorized to provide for the issuance of its Bonds (as defined above), from time to time, in one or more series in an aggregate principal amount of not to exceed Eleven Million Dollars (\$11,000,000) for the purpose of (1) purchasing, acquiring, constructing, furnishing, and equipping the Project, and (2) paying certain costs of issuance of the Bonds, but subject to the limitations, conditions and requirements of the provisions of the Act and as hereafter set forth.

**SECTION 2. Amendment to Section 8.** Section 8 of the Original Resolution is hereby deleted and replaced with the following:

**SECTION 8.** This Resolution shall become effective upon its original approval and passage by the governing body of the City and shall expire on December 31, 2027.

**SECTION 3. Amending Resolution.** This resolution supplements and amends the Original Resolution only to the extent necessary to amend Section 2 and Section 8 of the Original Resolution and, except to the extent specifically amended hereby, the Original Resolution shall remain in full force and effect.

**SECTION 4. Effective Date.** This Resolution shall become effective upon its approval and adoption by the governing body of the City.

Commissioner Truelove moved to approve Resolution 26-13 as presented. Seconded by Vice-Mayor Banzet. Motion carried.

Administrator Jones addressed the Commission regarding a resolution that establishes a separate EMS Sales Tax Fund. Discussion held.

*(continued on next page)*

**RESOLUTION NO. 26-14****A RESOLUTION ESTABLISHING AN EMERGENCY SERVICES SALES TAX FUND; DIRECTING THE SEGREGATION OF SALES TAX REVENUES PREVIOUSLY RECEIPTED IN THE GENERAL FUND; PROVIDING FOR FUTURE RECEIPTING OF SUCH REVENUES INTO THE SPECIAL FUND; AUTHORIZING EXPENDITURES FOR AMBULANCE AND EMERGENCY MEDICAL SERVICES; AND PROVIDING FOR COMPLIANCE WITH THE KANSAS CASH-BASIS LAW AND BUDGET LAW.**

**WHEREAS**, the City of Neodesha, Kansas, is a municipal corporation duly organized and existing under the laws of the State of Kansas; and

**WHEREAS**, pursuant to K.S.A. 12-187 et seq., the Board of County Commissioners of Wilson County, Kansas, submitted to the qualified electors of Wilson County the question of imposing a countywide retailers' sales tax at the rate of one percent (1%), the proceeds of which were designated for ambulance services, emergency medical services, emergency services, health care services, and related purposes, as set forth in the ballot proposition approved by the electors; and

**WHEREAS**, at an election held on November 8, 2022, the electors of the County approved the imposition of such retailers' sales tax; and

**WHEREAS**, the Kansas Department of Revenue distributes the proceeds of such sales tax to Wilson County, and Wilson County distributes fifty percent (50%) of the revenues allocated for such purposes to the City of Neodesha on a monthly basis; and

**WHEREAS**, such revenues have heretofore been deposited into the City's General Fund; and

**WHEREAS**, the governing body finds it advisable and in the best interests of the City to establish a separate fund for the accounting, budgeting, receipt, custody, and expenditure of the sales tax revenues approved for such emergency services purposes; and

**WHEREAS**, the establishment of a separate fund will promote transparency, preserve the restricted or designated character of the revenues, assist with annual budgeting and auditing, and ensure that such revenues are expended only for purposes authorized by the ballot proposition and applicable law; and

**WHEREAS**, the City currently contracts with, and intends to contract with, Labette County Medical Center d/b/a Labette Health for the provision of ambulance services, emergency medical services, or related emergency services for the benefit of the City and its residents; and

**WHEREAS**, the governing body desires to authorize payments from the newly established fund to Labette County Medical Center d/b/a Labette Health for such services, subject to the terms of any approved agreement, the availability of funds, and compliance with Kansas law; and

**WHEREAS**, the City is subject to the Kansas Cash-Basis Law, K.S.A. 10-1101 et seq., and the Kansas Budget Law, and the governing body intends that all expenditures from the fund established by this Resolution shall be made only from funds lawfully available, budgeted, appropriated, and on hand.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS**, that the Emergency Services Sales Tax Fund is hereby established as a separate special revenue fund of the City; that all revenues received from Wilson County attributable to the countywide emergency services sales tax shall hereafter be deposited into such fund; that any previously received and unexpended revenues attributable thereto may be transferred from the General Fund to such fund; and that monies therein shall be expended solely for ambulance services, emergency medical services, emergency services, health care services, and related purposes authorized by the ballot proposition and applicable law, subject to the Kansas Cash-Basis Law, the Kansas Budget Law, and all other applicable provisions of law.

Commissioner Truelove moved to approve Resolution 26-14 as presented. Seconded by Vice-Mayor Banzet. Motion carried.

Administrator Jones addressed the Commission regarding the results of the bid opening for the City's Farm/Hay leases. Discussion held.

Commissioner Truelove moved to accept the bid submitted by Jantz Bros Farms LLC, in the amount of \$102.50 per acre, for the lease of the property commonly known as the Airport Farm Property and owned by the City of Neodesha. Seconded by Vice-Mayor Banzet. Motion carried.

Administrator Jones addressed the Commission regarding a request from the Neodesha Area Chamber of Commerce to use Riverwalk Park for Hometown Days June 14, 2026. Discussion held.

Commissioner Truelove moved to approve the use of Riverwalk Park on June 14, 2026. Seconded by Vice-Mayor Banzet. Motion carried.

Administrator Jones addressed the Commission regarding a request from the Neodesha Area Chamber of Commerce to use the Civic Center for Hometown Days on June 13 and June 14, 2026. Discussion held.

Commissioner Truelove moved to approve the request from the Neodesha Area Chamber of Commerce for the donation use of the Civic Center on June 13 and June 14, 2026, for Hometown Days as presented. Seconded by Vice-Mayor Banzet. Motion carried.

Public Comments were again invited and heard.

*(continued on next page)*

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, June 24, 2026, at 4:00 p.m.

At 5:00 p.m. Commissioner Truelove moved to adjourn. Seconded by Vice-Mayor Banzet. Motion carried.

ATTEST:

\_\_\_\_\_  
Duane Banzet, Vice-Mayor

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

**APPROPRIATIONS REPORT**

**APPROPRIATIONS NO 11**

**6/24/2026**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
AT & T	FIBER OPTIC SYSTEM	602.64	77373	6/24/2026
AT & T	PHONE CHARGES	748.21	77374	6/24/2026
ACCR	STRIP & RECOAT FLOOR @ FD	1,500.00	77375	6/24/2026
ADVANCE INSURANCE COMPANY	JULY PREMIUMS	433.68	77376	6/24/2026
ARLAN COMPANY INC	POOL EQUIPMENT	417.00	77377	6/24/2026
AUTO ZONE	BRAKE PAD SET	52.37	77378	6/24/2026
CINTAS	FIRST AID SUPPLIES	1,043.32	77379	6/24/2026
CJ'S THREADS	EMBROIDERY	30.00	77380	6/24/2026
CORE & MAIN	PARTS & SUPPLIES	1,854.21	77381	6/24/2026
SHELBY CULBERTSON	CLEANING SERVICES	200.00	77382	6/24/2026
EAGLE RESEARCH CORP	DATA PUBLICATION FEE	45.00	77383	6/24/2026
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 7/26	50.00	77384	6/24/2026
FED EX	SHIPPING CHARGES	39.27	77385	6/24/2026
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALL @ POOL	96.66	77386	6/24/2026
G & W FOODS	POOL CONCESSIONS	804.54	77387	6/24/2026
GALLS LLC	UNIFORMS	141.00	77388	6/24/2026
HAWKINS INC	CHEMICALS	5,626.82	77389	6/24/2026
ISAAC HOUSER	MILEAGE REIMBURSEMENT	63.80	77390	6/24/2026
KOONS GAS MEASUREMENT	GAS METER & SUPPLIES	13,320.93	77391	6/24/2026
KUSTOM SIGNALS, INC	DATA LICENSE	130.00	77392	6/24/2026
LEASE FINANCE SERVICES	COPIER LEASE	435.21	77393	6/24/2026
MFA OIL	OIL	1,023.00	77394	6/24/2026
MID-AMERICAN RESEARCH CHEMICAL	CHEMICALS	484.52	77395	6/24/2026
MIDWEST COMPUTER SALES	IT SERVICES	298.90	77396	6/24/2026
MURPHY TRACTOR & EQUIPMENT CO	AIR FILTERS & ELEMENTS	322.88	77397	6/24/2026
NEODESHA AUTO SUPPLY	AUTO PARTS & SUPPLIES	474.50	77399	6/24/2026
NEODESHA TIRE & AUTO	BATTERY	194.00	77400	6/24/2026
OIL PATCH PUMP & SUPPLY	COUPLERS	27.36	77401	6/24/2026

PITNEY BOWES	POSTAGE FOR METER	972.65	77402	6/24/2026
PRAIRIE FIRE COFFEE	BEVERAGE SERVICE	84.15	77403	6/24/2026
RAILROAD MANAGEMENT CO LLC	POLE LEASE LICENSE FEE	1,766.30	77404	6/24/2026
RANKIN MEMORIAL LIBRARY	TAX DISTRIBUTION	39,362.92	77405	6/24/2026
SUNDOWNER TROPHIES	WHITE ENGRAVED PLATES	468.00	77406	6/24/2026
SYSCO KANSAS CITY, INC.	POOL CONCESSIONS	1,631.57	77407	6/24/2026
THE RENTAL STATION	SCISSOR LIFT RENTAL	170.00	77408	6/24/2026
TRUCK CENTER COMPANIES	FUEL CAP & IGNITION SWITCH	136.78	77409	6/24/2026
UNIFIRST CORPORATION	RUG & CLEANING SUPPLIES	193.68	77410	6/24/2026
KENNETH WOHASKA	MILEAGE REIMBURSEMENT	113.10	77411	6/24/2026
CASH	EMPLOYEE BIRTHDAYS	80.00	77153	5/20/2026
BRAD WAGGONER	MILEAGE REIMBURSEMENT	140.00	77154	5/20/2026
A T & T	FIBER OPTIC SYSTEM	602.64	77155	5/20/2026
SPARKLIGHT	INTERNET SERVICE	260.05	77156	5/20/2026
US CELLULAR	GAS CHARTING	52.47	77157	5/20/2026
LABETTE HEALTH	APRIL EMS SALES TAX	48,943.78	77158	5/20/2026
GRIFFITH DEVELOPMENT	HEAL GRANT DISBURSEMENT BH	24,375.00	77159	5/20/2026
KANSAS SECRETARY OF STATE	NOTARY BOND FILING	25.00	77160	5/20/2026
TRACY EDWARDS	POOL START UP MONEY	200.00	77161	5/20/2026
GEORGIA CARNETT	REIMBURSE MEETING EXPENSES	49.38	77223	5/29/2026
BROGAN JONES	MILEAGE REIMBURSEMENT	203.00	77224	5/29/2026
SPARKLIGHT	INTERNET SERVICE	191.11	77226	5/29/2026
SPARKLIGHT	INTERNET SERVICE	103.66	77227	5/29/2026
SPARKLIGHT	INTERNET SERVICE	205.59	77228	5/29/2026
EVERGY	AIRPORT RUNWAY LIGHTS	120.62	77229	5/29/2026
EVERGY	STREETLIGHTS @ OTTAWA	109.34	77230	5/29/2026
US CELLULAR	CELL PHONE/TABLET CHARGES	597.97	77231	5/29/2026
STREAK-N-SHOPPE	POOL STAFF TANKS	450.00	77232	5/29/2026
RWD #4	AIRPORT RURAL WATER	50.73	77233	5/29/2026
A T & T	PHONE CHARGES	748.89	77234	5/29/2026
FED EX	SHIPPING CHARGES	64.48	77235	5/29/2026
WEX BANK	FUEL	9,793.73	77236	5/29/2026
SPARKLIGHT	INTERNET SERVICE	260.05	77237	5/29/2026

ENTERPRISE FM TRUST	MAY BILLING	1,794.88	77289 5/29/2026
SPARKLIGHT	INTERNET SERVICE	203.11	77290 5/29/2026
VISA	TRAINING,SUPPLIES,MEMBER DUES	8,761.74	77291 5/29/2026

**\*\*\*\*TOTAL\*\*\*\*** **173,746.19**

<b>ACH ELECTRIC ENERGY STATEMENTS BILLED JUNE 2026</b>
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KMEA - Energy Project	June 2026 Service	70,846.00
KMEA - SPA Hyrdro Project	May 2026 Service	3,520.00
KMEA - GRDA Power Supply Project	July 2026 Service	72,972.00
KMEA - Energy Mgmt Project No 3	May 2026 Service	108,591.00

**TOTAL ACH Electric Energy Statements** **255,929.00**

ORDINANCE NO. 1831

**AN ORDINANCE AUTHORIZING AND DIRECTING THE ABATEMENT OF THE PROPERTY LOCATED AT 603 Walnut Street, the garage located on premises; Lots 25, 26, 27 and 28, Block 2, Subdivision Northlawn Addition, Neodesha City, Wilson County, Kansas, AUTHORIZING THE FINANCING OF THE COSTS OF SUCH REMOVAL BY THE SALE OF SALVAGE FROM SUCH PROPERTY, IF ANY, AND/OR FROM THE GENERAL FUND OF THE CITY, AND THE LEVYING OF SPECIAL ASSESSMENTS AGAINST THE LOTS ON WHICH SUCH PROPERTY IS LOCATED.**

**WHEREAS**, the governing body did after proper notice and hearing as provided by law make findings by Resolution 26-08 dated May 13, 2026, that the property hereinafter described as a blighting influence and did direct the owner of such property to repair or remove the same and make the premises safe and secure, together with the statement that if the owner failed to commence the repair or removal within the time fixed by such resolution or failed to diligently prosecute the same until the work was completed, the city would cause the property to be abated, and

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

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

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

**Section 1:** The enforcing officer is hereby authorized and directed to cause the dwelling located at *603 Walnut Street, the garage located on premises; Lots 25, 26, 27 and 28, Block 2, Subdivision Northlawn Addition, Neodesha City, Wilson County, Kansas*, to be abated and the premises be made safe and secure and for this purpose is authorized to invite bids, negotiate a contract, or cause the work to be done by city employees.

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

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

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

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 24<sup>th</sup> day of June, 2026.

ATTEST:

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

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

ORDINANCE NO. 1832

AN ORDINANCE AUTHORIZING AND DIRECTING THE ABATEMENT OF THE PROPERTY LOCATED AT 114 South 9<sup>th</sup> Street, **LEGAL DESCRIPTION: North half (N/2) of the East Half (E/2) of Lots Twenty-three (23) and Twenty-four (24), Block Forty-three (43), in the city of Neodesha; AUTHORIZING THE FINANCING OF THE COSTS OF SUCH REMOVAL BY THE SALE OF SALVAGE FROM SUCH PROPERTY, IF ANY, AND/OR FROM THE GENERAL FUND OF THE CITY, AND THE LEVYING OF SPECIAL ASSESSMENTS AGAINST THE LOTS ON WHICH SUCH PROPERTY IS LOCATED.**

**WHEREAS**, the governing body did after proper notice and hearing as provided by law make findings by Resolution 26-09, dated May 13, 2026, that the property hereinafter described as a blighting influence and did direct the owner of such property to repair or remove the same and make the premises safe and secure, together with the statement that if the owner failed to commence the repair or removal within the time fixed by such resolution or failed to diligently prosecute the same until the work was completed, the city would cause the property to be abated, and

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

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

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

**Section 1:** The enforcing officer is hereby authorized and directed to cause the dwelling located at 114 South 9<sup>th</sup> Street, **LEGAL DESCRIPTION: North half (N/2) of the East Half (E/2) of Lots Twenty-three (23) and Twenty-four (24), Block Forty-three (43), in the city of Neodesha**, to be abated and the premises be made safe and secure and for this purpose is authorized to invite bids, negotiate a contract, or cause the work to be done by city employees.

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

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

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

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 24<sup>th</sup> day of June 2026.

ATTEST:

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

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



May 28, 2026

Honorable Mayor and City Commission  
City of Neodesha, Kansas  
P.O. Box 336  
Neodesha, Kansas 66757

We are pleased to confirm our understanding of the services we are to provide the City of Neodesha, Kansas for the year ended December 31, 2026.

**Audit Scope and Objectives**

We will audit the financial statement of the City of Neodesha as of and for the year ended December 31, 2026. It is agreed that the basis of presentation of the financial statement will demonstrate compliance with the regulatory basis of accounting. It is further agreed that the City shall pass, by resolution, a waiver of the requirements of the law relating to the preparation of the financial statement and financial reports that conform to generally accepted accounting principles as provided by K.S.A. 75-1120a (c).

We have also been engaged to report on supplementary information that accompanies the City of Neodesha's financial statement. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statement as a whole in a report combined with our auditor's report on the financial statement:

- 1) Summary of Expenditures – Actual and Budget – Regulatory Basis (Budget Funds only)
- 2) Schedule of Receipts and Expenditures – Actual and Budget – Regulatory Basis
- 3) Summary of Receipts and Disbursements- Agency Funds- Regulatory Basis

The objectives of our audit are to obtain reasonable assurance as to whether the financial statement as a whole is free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statement is fairly presented, in all material respects, in conformity with the regulatory basis of accounting; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statement as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statement.

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Jarred, Gilmore & Phillips, PA  
CERTIFIED PUBLIC ACCOUNTANTS

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NEODESHA, KANSAS 66757  
(620) 325-3430

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**Auditor's Responsibilities for the Audit of the Financial Statement**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statement, including the disclosures, and determine whether the financial statement represents the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statement does not relieve you of your responsibilities.

**Audit Procedures—Internal Control**

We will obtain an understanding of the City and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statement, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

- 1) Management override of controls
- 2) Improper receipt recognition

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of the City of Neodesha's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

**Responsibilities of Management for the Financial Statement**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of a financial statement that is free from a material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statement in conformity with the regulatory basis of accounting with the oversight of those charged with governance.

Management is responsible for making drafts of financial statement, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statement and related matters.

Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statement. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with the regulatory basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statement with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the regulatory basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the regulatory basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

#### **Other Services**

We will also assist in preparing the financial statement of the City of Neodesha in conformity with the regulatory basis of accounting based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Jarred, Gilmore & Phillips, PA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Kansas or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Jarred, Gilmore & Phillips, PA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the State of Kansas or its designee. The State of Kansas or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Neil L. Phillips, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

To ensure that Jarred, Gilmore & Phillips, PA's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

It is our understanding that your intent in engaging us is that the financial statement we render to you under this agreement will be made available to the State of Kansas Division of Accounts and Reports. Moreover, as of the time of this engagement, we have not been notified, in writing or otherwise, that the professional accounting services rendered under this agreement will be made available to any other person, firm, or corporation for any purpose not specified hereinabove. Consequently, no other person, firm, or corporation is entitled to rely upon these professional

services for any purpose without our express, written agreement. This engagement letter embodies the entire agreement and understanding between the parties hereto and there are no promises, warranties, covenants or conditions made by any of the parties except as herein expressly contained. The terms and conditions of this engagement shall be governed and construed in writing signed by all the parties. It is agreed that venue and jurisdiction involving any matters arising out of this engagement letter is in the State of Kansas.

Disputes arising under this agreement (including the scope, nature, and quality of services to be performed by us, our fees, and other terms of the engagement) shall be submitted to mediation. A competent and impartial third party, acceptable to both parties, shall be appointed to mediate, and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any non-prevailing party found not to have participated in the mediation process in good faith.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. We will perform the audit services for an amount not to exceed \$11,000.00, which includes travel and out-of-pocket costs. The City may be subject to a Single Audit in 2026 if Federal expenditures exceed \$1,000,000.00. If so, additional audit procedures will be required by the Single Audit Act. Our estimated fee for these additional services will be \$2,900.00, and a new engagement letter must be obtained.

These fees are based upon anticipated cooperation from your personnel, and the assumption that unexpected circumstances will not be encountered during the audit. The following are examples of circumstances which could result in an increase in fees:

- accounting records that are not reconciled to detailed records and therefore, not ready to be audited,
- a significant change in the amount or type of accounting records maintained,
- change in personnel with a corresponding change in level and quality of work performed,
- additional significant state and/or federal grants not identified previously,
- issuance of long-term debt not identified previously for the purposes of new financing or refunding of previously issued long-term debt, or
- new GASB pronouncements that require additional compliance work.
- a greater than expected risk of material misstatement due to fraud.
- additional grant funding that requires additional compliance testing.

We would like to point out that we expect the proposal fee to be a maximum charge. As can be seen above, the additional charges would only be necessary due to unusual circumstances not foreseen when the audit proposal was prepared. If significant additional time is necessary, we would discuss it with you and arrive at a new fee estimate.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

**Reporting**

We will issue a written report upon completion of our audit of the City of Neodesha's financial statement. Our report will be addressed to the Honorable Mayor and City Commission of the City of Neodesha. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We appreciate the opportunity to be of service to the City of Neodesha and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



JARRED, GILMORE & PHILLIPS, PA  
Certified Public Accountants

**RESPONSE:**

This letter correctly sets forth the understanding of the **City of Neodesha, Kansas.**

Signature \_\_\_\_\_

Title \_\_\_\_\_

**Main Street Flowerbed Bid Opening**  
**June 15, 2026**  
**10:00 a.m.**

Contractor Submitted Bids		
Contractor	Bid per Year	Terms
<b>Landscape Design by Nicole</b>	<b>17,697 / per year</b>	<b>2 year contract</b>
Bidder Information Form	x	
Applicable Business Licensing		
Proof of Liability Insurance		
Proof of Workers Compensation Insurance		



Ph: (417) 743-2694  
 Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

**ESTIMATE**

May 27, 2026

Various streets

Brogan Jones  
 City of Neodesha  
 1407 N 8th St  
 Neodesha, KS 66757

Donelson Construction Co., LLC is pleased to provide the following quote for the installation of our patented PressurePave®-Modified Aggregate Quick Set (MAQS®) Systems. The prices include all labor equipment, materials and traffic control. Marking removal & replacement and structural patching/reconstruction of pavement, shall be done by others.

The unit prices for the separate materials are as follows (per yd2):

MAQS®-2 Scratch \$7.06  
 PressurePave®-MAQS®-2 \$8.36

<b>N 8th St</b>	<b>From:</b> Osage St	<b>To:</b> Church St	<b>Yd2:</b> 13,221
MAQS®-2 Scratch		\$12,263.22	Scratch yd2: 1,737
PressurePave®-MAQS®-2		\$110,527.56	
<b>Total</b>		<b>\$122,790.78</b>	

<b>Tank Ave</b>	<b>From:</b> N 8th St	<b>To:</b> N 4th St	<b>Yd2:</b> 7,771
MAQS®-2 Scratch		\$1,863.84	Scratch yd2: 264
PressurePave®-MAQS®-2		\$64,965.56	
<b>Total</b>		<b>\$66,829.40</b>	

<b>N 4th St</b>	<b>From:</b> SS Tank Ave	<b>To:</b> Granby St	<b>Yd2:</b> 11,968
MAQS®-2 Scratch		\$17,727.66	Scratch yd2: 2,511
PressurePave®-MAQS®-2		\$100,052.48	
<b>Total</b>		<b>\$117,780.14</b>	

<b>Timber Ridge NS</b>	<b>From:</b> N 4th St	<b>To:</b> west CDS	<b>Yd2:</b> 1,726
MAQS®-2 Scratch		\$0.00	Scratch yd2: -
PressurePave®-MAQS®-2		\$14,429.36	
<b>Total</b>		<b>\$14,429.36</b>	

<b>Timber Ridge SS</b>	<b>From:</b> N 4th St	<b>To:</b> west CDS	<b>Yd2:</b> 1,818
MAQS®-2 Scratch		\$218.86	Scratch yd2: 31
PressurePave®-MAQS®-2		\$15,198.48	
<b>Total</b>		<b>\$15,417.34</b>	

<b>Granby St</b>	<b>From:</b> N 8th St	<b>To:</b> N 6th St	<b>Yd2:</b> 4.836
MAQS®-2 Scratch		\$19,005.52	Scratch yd2: 2,692
PressurePave®-MAQS®-2		\$40,428.96	
<b>Total</b>		<b>\$59,434.48</b>	

**GRAND TOTAL: \$396,681.50**