Agenda
City Commission of the City of Neodesha, KS
November 23, 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 November 9, 2026 Minutes
- Appropriation (2026) 21

Item 4: Business Items to Consider

A. Public Hearing: Issuance of Industrial Revenue Bonds & Ad Valorem Tax Abatement
B. Resolution: Tax Abatement
C. Public Hearing: Dangerous Structures; 806 Osage
D. Resolution: Dangerous Structures; 806 Osage; Action & Deadline
E. NHS Clay Target Agreement Renewal
F. Request Donation Use of Civic Center for After Prom
G. Consider Employee Holiday Bonus
H. Consider Health Insurance Options
I. Consider Closure of City Hall for Christmas Luncheon

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, December 9, 2026, 4:00 p.m. – Regular Meeting, City Hall

Item 7: Executive Session

Item 8: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
November 23, 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:Public Hearing: Issuance of Industrial Revenue Bonds & Ad Valorem Tax Abatement

This public hearing is part of the IRB process for the Brown Hotel project. The next agenda item is the resolution authorizing the issuance of the IRBs for the project.

RECOMMENDED MOTION: No motion Needed

4B:Resolution: Tax Abatement

This resolution establishes the tax abatement and authorizes the issuance of IRBs for the Brown Hotel project downtown.

RECOMMENDED MOTION: I move to approve Resolution 26-20 as presented.

4C:Public Hearing: Dangerous Structures; 806 Osage

This public hearing is to discuss the property located at 806 Osage.

RECOMMENDED MOTION: No motion needed.

4D:Resolution: Dangerous Structures; 806 Osage; Action & Deadline

This resolution establishes a timeline and outlines the next steps to address the dangerous and blighted structure at 806 Osage in Neodesha.

RECOMMENDED MOTION: ***I move to approve Resolution 26-21 declaring the property located at 806 Osage Street as unsafe or dangerous and allow the property owner _____ days to repair or remove the said structures and make the property safe and secure.***

4E:NHS Clay Target Agreement Renewal

The Neodesha Clay Target Team's agreement to use the airport grounds expires on December 31, 2026. This agreement updates both parties' contact information and extends the team's use of the airport grounds for its activities.

RECOMMENDED MOTION: I move to approve the agreement with the Neodesha High School Clay Target team as presented.

4F:Request Donation Use of Civic Center for After Prom

The City of Neodesha has received a request to waive the Civic Center rental fee for Neodesha High School's after-prom event again this year. The City has supported this event in previous years as part of its commitment to local youth.

RECOMMENDED MOTION: I move to approve the donation of the Civic Center for the Neodesha after prom for April 9th to April 11th, 2027.

4G:Consider Employee Holiday Bonus

It is time to consider holiday bonuses for City of Neodesha employees. This has been a longstanding annual agenda item. The proposed bonus is $250 for each of the City's 42 employees, for a total cost of $10,500. Our departments and their leaders have managed the 2026 budget responsibly, demonstrating strong stewardship of the funds entrusted to them.

RECOMMENDED MOTION: I move to approve employee holiday bonuses in the amount of $250 dollars per employee.

4H:Consider Health Insurance Options

The City of Neodesha, as a member of KMIT, has been notified that health insurance premiums will increase by 18.87% in 2027. In response, we recommend that the City absorb the full increase and maintain employee contributions at their 2026 levels. The total additional cost to the City would be just under $100,000 for 2027.

Under the current employer–employee cost-sharing arrangement, the City would cover approximately $70,000 of the increase, and employees would collectively cover approximately $30,000 through higher payroll deductions, reducing their take-home pay.

The City's efforts over the past several years to strengthen its financial position have put us in a position to absorb this increase. Covering the additional cost would maintain employees' current health insurance contributions and help ease financial pressure on our workforce.

RECOMMENDED MOTION: I move to approve the 2027 Blue Cross Blue Shield health insurance renewal plan through KMIT, with the City of Neodesha covering the full premium increase as presented.

4I:Consider Closure of City Hall for Employee Christmas Luncheon

The City of Neodesha and its employees request approval to close City Hall on December 10, 2026, from 11:30 a.m. to 1:30 p.m. so all employees can attend the annual employee Christmas luncheon and enjoy a meal and fellowship together.

RECOMMENDED MOTION: I move to approve the closure of City Hall on 12/10/2026 from 11:30am to 1:30pm for the annual employee Christmas luncheon.

The Board of Commissioners met in regular session at 4:00 p.m., on Monday, November 9, 2026, in the Commission Room at City Hall with Mayor Johnson presiding and Commissioners Banzet and Truelove present. The meeting was recorded via Zoom platform.

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

Civic organization reports were invited and heard.

Commission reports were heard.

City Administrator 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 October 28, 2026 Meeting; and Appropriation (2026) 20. Seconded by Commissioner Banzet. Motion carried.

This being the time and date published in the official newspaper for the hearing on the abatement of the property located at 409 S 2nd Street, the public hearing was opened. Discussion held. The hearing was then closed.

Administrator Jones addressed the Commission regarding a resolution that addresses the abatement of the property located at 409 S 2nd Street. Discussion held. Due to the abatement of the property being completed, the resolution set on the agenda died due to a lack of a motion.

Administrator Jones addressed the Commission regarding a Charter Ordinance that would allow the City to establish its own transient guest tax rate for rooms rented through hotels, Airbnb and other short-term lodging options. Discussion held.

CHARTER ORDINANCE NO. 21

A CHARTER ORDINANCE EXEMPTING THE CITY OF NEODESHA, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1692 THROUGH 12-1699, AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT, RELATING TO THE LEVY OF A TRANSIENT GUEST TAX AND PROVIDING FOR PURPOSES FOR EXPENDITURE OF SUCH FUNDS AND REPEALING CHARTER ORDINANCE NO. 18.

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

SECTION 1. The City of Neodesha, Kansas, a city of the second class, by the power vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself from, and makes inapplicable to it, the provisions of K.S.A. 12-1692 through 12-1699, and provide substitute and additional provisions as hereinafter set forth in this ordinance. Such referenced provisions are either enactments or a part thereof which are applicable to this city but are not applicable uniformly to all cities.

SECTION 2. As used in this ordinance, the following words and phrases shall be defined as follows:

(a) "*Person*" means an individual, firm, partnership, corporation, joint venture or other association of persons;

(b) "*Hotel or motel*" means any structure or building which contains rooms furnished for the purposes of providing lodging, which may or may not also provide meals, entertainment or various other personal services to transient guests, and which is kept, used, maintained, advertised or held out to the public as a place where sleeping accommodations are sought for pay or compensation by transient or permanent guests and having more than two (2) bedrooms furnished for the accommodation of such guests;

(c) "*Transient guest*" means a person who occupies a room in a hotel, motel or tourist court for not more than twenty-eight (28) consecutive days;

(d) "*Business*" means any person engaged in the business of renting, leasing or letting living quarters, sleeping accommodations, rooms or a part thereof in connection with any hotel, motel or tourist accommodation.

(e) "*Convention and Tourism Promotion*" means: (1) Activities to attract visitors into the community through marketing efforts, including advertising, directed to at least one of the five basic convention and tourism market segments consisting of group tours, pleasure travelers, association meetings and conventions, trade shows, and corporate meetings and travel; and (2) support of those activities and organizations which encourage increased lodging facility occupancy.

(f) "*Accommodation Broker*" means any business which maintains an inventory of two or more rooms in one or more locations which are offered for pay to a person or persons for not more than 28 consecutive days.

SECTION 3. To provide revenues to promote tourism and conventions, a transient guest tax of six and one-quarter percent (6.25%) shall be levied in the City of Neodesha, Kansas, upon the gross rental receipts derived from or paid by transient guests for lodging or sleeping accommodations, exclusive of charges for incidental services or facilities, in any hotel or motel.

SECTION 4. The transient guest tax levied pursuant to this ordinance shall be based upon the gross rental receipts collected by any business.

SECTION 5. The tax levied pursuant to this ordinance shall be paid by the consumer or user to the business and it shall be the duty of each and every business to collect from the consumer or user the full amount of any such tax, or an amount equal as nearly possible or practicable to the average equivalent thereto. Each business collecting the tax levied hereunder shall be responsible for paying over the same to the State Department of Revenue in the manner prescribed by K.S.A. 12-1698, and amendments thereto, and the State Department of Revenue shall administer and enforce the collection of such tax.

(continued on next page)

(continued from previous page)

SECTION 6. The tax levied and collected pursuant to Section 3 of this ordinance shall become due and payable and shall be paid, collected, reported, recorded, enforced, and disbursed in the manner prescribed by K.S.A. 12-1698, and amendments thereto, and K.S.A. 12-1698a, and amendments thereto. All taxes remaining after the 2 percent deduction for expenses of the Department of Revenue in administration and enforcement of the collection thereof shall be remitted to the City of Neodesha and shall be credited to the Convention and Tourism Fund hereinafter established and shall only be expended out of said fund as hereinafter provided.

SECTION 7. A Convention and Tourism Fund is hereby established to receive disbursements of money from the Secretary of Revenue of the State of Kansas as provided in subsection (c) of K.S.A. 12-1698.

SECTION 8. Moneys in the Convention and Tourism Fund shall only be expended as follows:

(a) The Convention and Tourism Committee hereinafter established shall annually consider all requests for expenditure of transient guest tax funds and shall prepare a budget of expenditures for each year to be submitted to the Governing Body for its approval and action.

(b) The Governing Body shall consider the expenditures proposed from the Convention and Tourism Fund by the Convention and Tourism Committee and shall adopt a budget of such expenditures that may, in the discretion of the Governing Body, vary from the proposal of the Convention and Tourism Committee. The Governing Body may at any time seek further advice and recommendations from the Convention and Tourism Committee regarding such expenditures but reserves the exclusive authority to make final decisions thereon.

(c) Such funds may be used:
   1) To contract with any agency, organization, or firm to promote conventions and tourism in the City and its environs;
   2) To provide for the operation, maintenance, expansion, or development of City facilities connected with convention and tourism;
   3) To defray the cost of providing municipal services to convention and tourism functions, including police, fire, street department, or park and recreation department functions;
   4) To create and maintain innovative projects and activities promoting conventions and tourism;
   5) To promote the general economic welfare of the City and Wilson County through the attraction of tourist related industries.
   6) Such other purposes approved by the City Commission they deem consistent with the goals and purpose of promoting conventions and tourism.

SECTION 9. A 'Convention and Tourism Committee' is hereby established to advise the Governing Body and make recommendations concerning the programs and expenditures for convention and tourism promotion. The Committee shall consist of not less than six (6) nor more than ten (10) members appointed by the Governing Body of the City. The Governing Body of the City shall appoint such members, which terms shall not exceed four (4) years and shall be staggered to attain continuity of Committee actions. A Committee member may be appointed for successive terms. The City Commission may at any time in its sole discretion remove a member from the Committee.

SECTION 10. Each member of the Convention and Tourism Committee may be representative of one or more of the following groups:

(a) Owners, operators, or employees of persons engaged in the hotel or motel business within the City, whether such members reside inside or outside the City.

(b) Representatives from agencies or organizations actively engaged in promoting conventions or tourism or from facilities or organizations of historic or cultural attraction in the City or its environs.

(c) Members of the general public.

(d) Employees of the City or members of City boards or commissions.

(e) Adult high school students or college students who are residents of the City of Neodesha or Wilson County.

(f) One member of the City Commission.

SECTION 11. The Committee shall adopt, subject to City Commission review and approval, Bylaws regarding the manner in which the business of the Committee will be conducted, which shall include the following:

(a) Regular meetings at a time and place shall be established.

(b) All meetings shall be open to the public and shall be subject to the provisions of the Kansas Open Meetings Act.

(c) The Committee shall elect a chairperson and vice chairperson.

(d) No member of the Committee shall receive any compensation for service thereon and provision for member attendance.

(e) Such other provisions deemed appropriate.

SECTION 12. Charter Ordinance 18 and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 13. This ordinance shall be published once each week for two consecutive weeks in the official city paper.

SECTION 14. This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication unless a sufficient petition for referendum held on the ordinance as provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of the State of Kansas, in which case, the ordinance shall become effective if approved by a majority of the electors voting thereon.

Commissioner Banzet moved to approve Charter Ordinance 21 as presented. Seconded by Commissioner Truelove. Motion carried.

(continued on next page)

(continued from previous page)

Administrator Jones addressed the Commission regarding the purchase of transformers to replace equipment currently serving North Lawn and the high school. Discussion held.

Commissioner Truelove moved to approve the purchase of transformers from T & R Electric Supply Company Inc in an amount not to exceed $41,000 which includes any sales tax requirements that may be applied. Seconded by Commissioner Banzet. Motion carried.

Administrator Jones addressed the Commission regarding a letter of retirement submitted by long-standing City Attorney Doug Depew. Discussion held.

Commissioner Banzet moved to approve the retirement request from City Attorney Doug Depew effective January 1, 2027. Seconded by Commissioner Truelove. Motion carried. The Governing Body and employees of the City send a thank you and best wishes of enjoyment in retirement after 42 years of service to the City of Neodesha.

Administrator Jones addressed the Commission regarding input on compensation for the next City Attorney. Establishing a pay range now will help guide discussions and negotiations with potential candidates. Discussion held. No action taken

Public Comments were again invited and heard.

The next regular meeting of the Governing Body will be held at City Hall on Monday, November 23, 2026, at 4:00 p.m.

At 5:13 p.m. Commissioner Banzet moved to adjourn. Seconded by Commissioner Truelove. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT

APPROPRIATIONS NO 21	11/23/2026

VENDOR	REFERENCE	AMOUNT	CHECK NO	CHECK DATE
DON ADAMS	GRANT FUND DISBURSEMENT	2,000.00	77998	11/23/2026
ADVANCE INSURANCE COMPANY	DECEMBER PREMIUMS	401.57	77999	11/23/2026
AUTO ZONE	BRAKE PADS	47.83	78000	11/23/2026
BG CONSULTANTS	PROPERTY SURVEY	7,242.50	78001	11/23/2026
CANON FINANCIAL SERVICES	PRINTER LEASE	186.71	78002	11/23/2026
CINTAS	FIRST AID SUPPLIES	673.20	78003	11/23/2026
CJ'S THREADS	EMBROIDERY	20.00	78004	11/23/2026
MARANDA COOK	CIVIC CENTER DEPOSIT REFUND	200.00	78005	11/23/2026
SHELBY CULBERTSON	CLEANING SERVICES	200.00	78006	11/23/2026
EAGLE RESEARCH CORP	DATA PUBLICATION FEE	45.00	78007	11/23/2026
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 12/26	50.00	78008	11/23/2026
ENCORE ENERGY SERVICES INC	OCTOBER BILLING	5,101.60	78009	11/23/2026
ENVIROLINE CO INC	PREVENTIVE MAINTENANCE SERVICE	750.00	78010	11/23/2026
FED EX	SHIPPING CHARGES	68.24	78011	11/23/2026
GALLS LLC	UNIFORMS	11.33	78012	11/23/2026
GWORKS	ANNUAL LICENSE & SUPPORT FEES	16,870.00	78013	11/23/2026
HACH COMPANY	SERVICE AGREEMENT	9,297.00	78014	11/23/2026
IMPRINTS LABEL & DECAL	SPECIAL VEHICLE PERMIT LABELS	270.00	78015	11/23/2026
KUSTOM SIGNALS, INC	PARTS	90.00	78016	11/23/2026
LEASE FINANCE SERVICES	COPIER LEASE	435.21	78017	11/23/2026
LANDIS+GYR TECHNOLOGY INC	OCTOBER 2026 AMR	1,655.00	78018	11/23/2026
LITTLE BEAR TIRE	TIRE REPAIR	20.00	78019	11/23/2026
MARMIC FIRE & SAFETY	EXTINGUISHER SVC CALL	374.45	78020	11/23/2026
MERIDIAN ANALYTICAL LABS LLC	SAMPLE KIT	41.11	78021	11/23/2026
MFA OIL	DEFENSE DEF & DIESEL	40,631.72	78022	11/23/2026
MIDWEST COMPUTER SALES	ONLINE BACKUP SOLUTION	32.55	78023	11/23/2026
NAVY ERP TREASURY	NIGHT VISION POCKETSCOPE RENEW	600.00	78024	11/23/2026
NEODESHA AUTO SUPPLY	AUTO PARTS & SUPPLIES	1,024.44	78026	11/23/2026

NEWTON LUMBER CO INC	SUPPLIES	45.54	78027	11/23/2026
O'REILLY AUTOMOTIVE INC	AUTO PARTS & SUPPLIES	343.22	78028	11/23/2026
PITNEY BOWES	POSTAGE FOR METER	1,120.02	78029	11/23/2026
PITNEY BOWES	POSTAGE MACHINE LEASE	769.38	78030	11/23/2026
QUIKRETE CONSTRUCTION MATERIAL	ROCK	1,987.85	78032	11/23/2026
SHERWIN WILLIAMS INDEPENDENCE	PAINT	493.34	78033	11/23/2026
FIRST RESPONDER OUTFITTERS INC	UNIFORMS	1,201.16	78034	11/23/2026
T & R ELECTRIC INC	TRANSFORMERS	35,000.00	78035	11/23/2026
TASC	CLAIM/ADMIN/RENEWAL FEES	1,158.52	78036	11/23/2026
TRI VALLEY DEVELOPMENTAL SERV	DOCUMENT DESTRUCTION	18.60	78037	11/23/2026
TRUCK CENTER COMPANIES	PARTS & SUPPLIES	437.83	78038	11/23/2026
UNIFIRST CORPORATION	RUG CLEANING & SUPPLIES	219.88	78039	11/23/2026
WILSON MEDICAL CENTER	DRUG SCREEN	124.00	78040	11/23/2026
******TOTAL******		**131,258.80**		

ACH ELECTRIC ENERGY STATEMENTS BILLED October 2026		
KMEA - Ninnescah Flats Solar	October 2026 Service	18,376.00
KMEA - Energy Project	November 2026 Service	70,846.00
KMEA - SPA Hyrdro Project	October 2026 Service	3,056.00
KMEA - GRDA Power Supply Project	December 2026 Service	55,495.00
KMEA - Energy Mgmt Project No 3	October 2026 Service	98,332.00
TOTAL ACH Electric Energy Statements		**246,105.00**

SPENCER FANE LLP

RESOLUTION NO. 26-20

OF THE

GOVERNING BODY

OF THE

CITY OF NEODESHA, KANSAS

RELATING TO AD VALOREM PROPERTY TAX ABATEMENT
IN CONNECTION WITH NOT TO EXCEED
$11,000,000
TAXABLE INDUSTRIAL REVENUE BONDS
(GRIFFITH DEVELOPMENT, LLC)

SF REF: 7003388
Tax Abatement Resolution

RESOLUTION NO. 26-20

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS, APPROVING AN AD VALOREM PROPERTY TAX EXEMPTION FOR PROPERTY ACQUIRED WITH THE PROCEEDS OF CERTAIN INDUSTRIAL REVENUE BONDS.

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*., 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, pursuant to Resolution No. 24-16, as amended by Resolution No. 26-13 of the City, the City has indicated its preliminary intent to issue certain industrial revenue bonds in an aggregate principal amount of not to exceed $11,000,000 (herein the "Bonds") pursuant to the Act to pay costs incurred in connection with purchasing, acquiring, constructing, furnishing, and equipping a commercial facility consisting of apartments and non-retail office spaces in Neodesha, Kansas (the "Project"), to be owned or leased by the City and leased to Griffith Development, LLC, a Nevada limited liability company or its affiliates (the "Tenant"); and

WHEREAS, the City has caused a notice of its consideration of the issuance of the Bonds and the accompanying ad valorem property tax abatement on the Project to be published in the official newspaper of the City at least seven days prior to the date hereof and has notified Wilson County, Kansas, and Unified School District No. 461 of its consideration thereof; and

WHEREAS, the City has caused a cost benefit analysis to be prepared in connection with its consideration of ad valorem property tax abatement on the Project, which cost benefit analysis includes an analysis of the effect on state revenues; and

WHEREAS, the City has conducted a public hearing on the issue of both the issuance and delivery of the Bonds, as well as the accompanying ad valorem property tax exemption, and all persons present were afforded the opportunity to be heard on such matters.

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

SECTION 1. Tax Exemption. The City intends that the property acquired with the proceeds of the Bonds be 100% exempted from ad valorem property taxation (except any ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113) for a ten-year period commencing the calendar year after the year in which the Bonds are issued in accordance with Kansas law; provided proper application is made therefor and such exemption is ultimately granted by the Kansas Board of Tax Appeals, or other administrative body then

having jurisdiction over such matters. Notwithstanding the foregoing, the City's intent to exempt the property acquired with the proceeds of the Bonds from ad valorem property taxes is conditioned upon, the Tenant (as defined above) executing, prior to the issuance of the Bonds, an agreement to make a payment in lieu of general ad valorem property taxes on the property acquired with the proceeds of the Bonds determined as follows: The annual payments due from the Tenant will be established in the agreement to make payments in lieu of taxes, and the agreement will provide that, for each of the 10 years the tax exemption is effective, the Tenant will pay to the Wilson County treasurer the amount of general ad valorem real and personal property taxes due on the property for the year 2026.

SECTION 2. Special Assessments. Any special assessment levied against the real property portion of the Project, if any, shall not abate and shall continue to be the obligation of the Tenant, payable in the manner provided by law.

SECTION 3. Approval of Exemption. This Resolution is conditioned on the Tenant making proper application for and the issuance by the Board of Tax Appeals of the State of Kansas of an order exempting the Project from *ad valorem* taxation in accordance with Kansas law, including particularly K.S.A. 79-201a *Second* and/or K.S.A. 79-201a *Twenty-Fourth.*

SECTION 4. Other Actions Required. The Mayor and City Clerk are hereby authorized and directed to take all such other actions not inconsistent herewith as may be appropriate or desirable to accomplish the purposes contemplated by this Resolution.

SECTION 5. Effective Date. This Resolution shall become effective upon its approval and passage by the governing body of the City.

[Remainder of Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 23rd day of November, 2026.

CITY OF NEODESHA, KANSAS

[seal]

By_____
Devin Johnson, Mayor

ATTEST:

By_____
Stephanie Fyfe, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Neodesha, Kansas met in regular session, at the usual meeting place in the City on November 23, 2026, at 4:00 p.m., with Mayor Devin Johnson presiding, and the following members of the governing body present:

and the following members absent:

Among other business, in accordance with a notice published on November 12, 2026 in *The Neodesha Derrick News,* and a notice to the Board of County Commissioners of Wilson County, Kansas and the Board of Education of Unified School District No. 461 mailed via certified mail, return receipt requested on November 13, 2026, a public hearing was convened by the governing body relating to the granting of a tax exemption for property financed by and relating to the issuance by the City of Neodesha, Kansas of its Taxable Industrial Revenue Bonds in the principal amount of not to exceed $11,000,000 (the "Bonds") for the purpose of financing the costs of purchasing, acquiring, constructing, furnishing, and equipping a commercial facility consisting of apartments and non-retail office spaces to be located in the City (the "Project").

All interested persons were afforded the opportunity to present their views on the granting of the tax exemption for the Project.

After all interested persons were afforded the opportunity to present their views on the granting of the tax exemption for the Project and following a discussion of the Cost Benefit Analysis dated September 29, 2026, which Cost Benefit Analysis included an analysis of the proposed effect on state revenues with respect to the granting of an ad valorem property tax exemption for the Project, the public hearing was closed.

Thereupon, among other business, there came on for consideration and discussion the following:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS, APPROVING AN AD VALOREM PROPERTY TAX EXEMPTION FOR PROPERTY ACQUIRED WITH THE PROCEEDS OF CERTAIN INDUSTRIAL REVENUE BONDS.

Thereupon, the Resolution was considered and discussed, and on motion of _____, seconded by _____, the Resolution was adopted by vote of the majority of all members present.

Thereupon, the Resolution, having been adopted by a majority vote of the members of the governing body present, it was given No. 26-20, and was directed to be signed by the Mayor and attested by the City Clerk.

****

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of Minutes of the November 23, 2026, meeting of the governing body of the City of Neodesha, Kansas.

[seal]

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 26-21

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT *806 Osage Street,* LEGAL DESCRIPTION: *Lots Six (6), Seven (7) and Eight (8), Block Four (4), City of Neodesha, Wilson County, Kansas,* IS UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Neodesha, Kansas did on the 31st day of March, 2026 file on behalf of the governing body of said City a statement in writing that a certain structure, hereinafter described, was unsafe and dangerous; and

WHEREAS, the governing body did by Resolution dated the ***23rd*** day of ***September***, 2026, fix the time and place of a hearing at which the owner, his or her agent, any lienholders of record and any occupant of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and

WHEREAS, such Resolution was published in the official city paper on the ***1st*** day of ***October***, 2026, and on the ***8th*** day of ***October***, 2023, and a copy of such Resolution was served on all persons entitled thereto in all respects as provided by law; and

WHEREAS, on this ***23rd*** day of ***November,*** 2026, the governing body has heard all evidence submitted by the enforcing officer of the city, the owners, agents, lienholders, and occupants of such structure (having appeared or having failed to appear);

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NEODESHA, THAT said governing body hereby finds that the structure is unsafe and dangerous and hereby directs such structure **LOCATED AT *806 Osage Street, Lots Six (6), Seven (7) and Eight (8), Block Four (4), City of Neodesha, Wilson County, Kansas,*** to be repaired or removed and the premises made safe and secure. The owner of such structure is hereby given _____ **days** from the date of publication of this Resolution within which to commence the repair or removal of such structure within the time stated or fails to diligently prosecute the same until the work is completed, said governing body will cause the structure to be repaired or razed and removed and the costs of such repair, razing and removing, less salvage if any, to be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this Resolution to be published once in the official city paper and a copy mailed to the owners, agents, lienholders and occupants as provided by law.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 23rd day of November, 2026.

ATTEST:

_____
Devin Johnson, Mayor

_____
Stephanie Fyfe, City Clerk

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered this 23rd day of November, 2026, between the City of Neodesha, Wilson County, Kansas (herein referred to as "the City of Neodesha"), and the Neodesha High School Clay Target Club (NHSCTC), an affiliate of the USA High School Clay Target League, (herein referred to as "NHSCTC").

WHEREAS, the City of Neodesha has agreed to furnish a portion of the Neodesha Municipal Airport property to be used by the Clay Target Club to construct a clay target shooting facility; and

WHEREAS, the City of Neodesha will maintain ownership of the property and the Clay Target Club has accepted responsibility for improving the furnished property to facilitate use by NHSCTC members; and

WHEREAS, both parties have agreed the facility will be permitted for use exclusively by NHSCTC student members and coaching staff.

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

1. Purpose: The purpose of this Memorandum of Agreement (MOA) is to formalize the relationship, responsibilities, and expectations for both parties concerning the improvement and use of city property by the NHSCTC.

2. Premises: The City of Neodesha shall allow the Clay Target Club to use an approximately 1 (one) acre portion of the Northwest section of Neodesha Municipal Airport, the exact location specified by the City of Neodesha, for development of a trap shooting range facility. The Pilot's Lounge located in the main hangar building shall be used by the Clay Target Club occasionally for meetings and training conducted by the NHSCTC; restrooms within the building shall be made available to participants during officially sanctioned practices, events and meetings.

3. Consideration: Consideration for the initial five-year term of this agreement shall be One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged by the City of Neodesha, as well as the mutual promises in this agreement.

4. Use of Property: Usage of the trapshooting facility to be constructed at the Neodesha Municipal Airport will be

limited to NHSCTC coaching staff and student members in good standing. Dates and times of usage will be set by the NHSCTC coaching staff and coordinated with the City of Neodesha in advance.

If necessary, the City of Neodesha shall furnish the Clay Target Club with a key to the gate for entrance onto the Neodesha Municipal Airport property. A designated member of the NHSCTC coaching staff will maintain accountability of the provided key.

At least 24-hours before a shooting event, NHSCTC coaching staff shall contact the Neodesha Public Works Director and request that a Notice to Air Missions (NOTAM) be issued for the event. No shooting event will occur unless, or until, a NOTAM has been issued.

All shooting activities will be closely monitored by NHSCTC coaching staff and certified safety officials in accordance with U.S. High School Clay Target Rules and Regulations.

Any shooting events conducted by the Clay Target Club that interfere with the safe conduct of airport events or aviation operations at the Neodesha Municipal Airport will be curtailed until it is deemed safe to resume by a member of the NHSCTC coaching staff. No shooting will be conducted while an aircraft is approaching, departing or conducting closed-traffic maneuvers at the Neodesha Municipal Airport.

The Clay Target Club shall be allowed to conduct special events or fundraisers on the apportioned airport property. Family members, sponsors and other invited guests may be permitted access to the range facilities while attending these events. Provided, however, that non team members shall not engage in shooting events. All special events and fundraisers to be conducted on the apportioned airport property shall be subject to approval by the City Administrator.

Upon completion of the final shooting activities for the year, the NHSCTC will conduct a final walk-through of the range area to remove all debris, including trash, ammunition cartridges, and unexploded clay targets. This final clean-up will enhance the City's hay lease operation.

5. Term: This Memorandum of Agreement shall remain in effect for a period of five (5) years, commencing January 1, 2027, and terminating December 31, 2031. Approximately six (6) months prior to expiration of this Agreement, both parties shall discuss the possibility of renewal based upon an assessment of the continued relevance and necessity of the Agreement. Upon expiration of the stated term, this Memorandum of Agreement shall terminate unless an extension or renewal has been approved in writing by the City Commission. The NHSCTC may terminate this Agreement at any time by providing sixty (60) days' written notice to the City of Neodesha. The City of Neodesha may terminate this Agreement at any time by providing ninety (90) days' written notice to the NHSCTC.

6. Condition of Property/Repairs: The NHSCTC has inspected the property and accepts it "as is". The property furnished for improvement by the NHSCTC will be maintained by NHSCTC members and the NHSCTC shall be responsible for ensuring cleanliness of the Pilot's Lounge and bathrooms after each usage. The maintenance and mowing of the grounds on and around the shooting facility will be the responsibility of the NHSCTC.

All improvements made to the furnished property for the purposes of constructing a trapshooting field will be at the sole expense of the NHSCTC; all improvements and construction plans must be first approved by the City of Neodesha. The NHSCTC shall not construct or emplace any equipment or structures that impede airport operations or create a safety hazard to airport patrons and/or flying operations. All improvements or alterations erected or made on the leased premises by the NHSCTC upon expiration or sooner termination of this agreement shall belong to the City of Neodesha without compensation to NHSCTC.

7. Indemnification, Hold Harmless and Insurance: NHSCTC shall indemnify and hold harmless the City of Neodesha, city commissioners, officers and employees from any and all claims of any type or nature, including attorney fees, court costs and expenses, arising directly or indirectly from this Agreement or NHSCTC's use of the premises. This includes, but is not limited to personal injury, death, property damage or contract claims for damages. NHSCTC shall make arrangements, before any usage of the premises, for the City of Neodesha to be an additional insured on NHSCTC's general liability policy, with limits of not less than $1,000,000 per occurrence. Annually, or at any other time requested by the City of Neodesha, NHSCTC shall provide an ACORD certificate of liability insurance to the City of Neodesha reflecting the City of Neodesha as an additional insured.

The NHSCTC agrees to maintain its status as an active member of the Kansas High School Clay Target League. The failure of the NHSCTC to so do shall constitute grounds for termination of this agreement.

8. Notices: Any notices or demands which are required by law or provided under the terms of this Agreement shall be given or made by the City of Neodesha and the NHSCTC in writing and shall be given by hand delivery, or sent via certified or registered mail, with postage prepaid and return receipt requested, and addressed to the respective parties set forth below. Such notices shall be deemed to have been given when delivered. Every notice, demand, or request hereunder shall be sent to the addresses listed below:

If to City of Neodesha City of Neodesha Attn: City Clerk PO Box 336 1407 N. 8th Street Neodesha, KS 66757

If to NHSCTC: NHSCTC Attn: Joe Cody PO Box 88 522 Wisconsin Street Neodesha, KS 66757

9. Successor: This agreement may not be assigned, either in part or in whole, by a party hereto without the written consent of the other party. Should the NHSCTC disband, dissolve, or become inactive, this agreement shall become void, and all rights and privileges affected hereby shall revert to the City of Neodesha. Any permanent improvements constructed or emplaced on airport property by the NHSCTC shall revert to the possession of the City of Neodesha. All moveable property/equipment that is not removed within 30 days of termination shall become the property of the City of Neodesha without any liability or obligation to the NHSCTC.

10. Entire Agreement and Severability: This Memorandum of Agreement is an integrated document, contains the entire agreement between the parties, wholly cancels and supersedes any and all previous and/or contemporaneous oral agreement, negotiations and writings between the parties hereto with respect to such subject matter. No modification, extension, termination or waiver of this Memorandum of Agreement or any provisions hereof, shall be binding upon the parties hereto unless made in writing and signed by the parties hereto. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement the day and year first written above.

for the City of Neodesha

_____
Devin Johnson, Mayor

_____
Date

for the NHS Clay Target Club

_____
Mr. Joe Cody, Head Coach, NHSCTC

_____
Date

ATTEST:

_____
Stephanie Fyfe, City Clerk

_____
Date

STATE OF KANSAS)
) ss:
COUNTY OF WILSON)

BE IT REMEMBERED that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came Joe Cody, who is personally known to me to be the same person who executed the within and foregoing instrument of writing and such person duly acknowledged the execution of the same on behalf of the Neodesha High School Clay Target Club.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

_____
Notary Public

Neodesha City 01/01/2027	CARRIER CURRENT OPTION A	CARRIER RENEWAL OPTION A	CARRIER RENEWAL OPTION 1	CARRIER RENEWAL OPTION 2	CARRIER RENEWAL OPTION 3	CARRIER RENEWAL OPTION 4
Type Contract	CMN10 COMP MAJ MED	CMN10 COMP MAJ MED	CMQ10 COMP MAJ MED	CMZSA BLUE EDGE	CMZTA BLUE EDGE	CMZUA BLUE EDGE
Deductible	$1,000 / $2,000	$1,000 / $2,000	$1,500 / $3,000	$500 / $1,000	$1,000 / $2,000	$1,500 / $3,000
Coinsurance % and Max	80/20% to $1,000 / $2,000	80/20% to $1,000 / $2,000	80/20% to $1,000 / $2,000	80/20% to MOOP	80/20% to MOOP	80/20% to MOOP
Deduct + Coins Max	$2,000 / $4,000	$2,000 / $4,000	$2,500 / $5,000	N / A	N / A	N / A
Maximum Out of Pocket (Ded+Coins+Copays)	$5,000 / $10,000	$5,000 / $10,000	$5,000 / $10,000	$5,000 / $10,000	$5,000 / $10,000	$5,000 / $10,000
Office Visits	$25 Copay	$25 Copay	$25 Copay	$35 / $70 Copay	$35 / $70 Copay	$35 / $70 Copay
Preventive Care	ACA Preventive 100%	ACA Preventive 100%	ACA Preventive 100%	ACA Preventive 100%	ACA Preventive 100%	ACA Preventive 100%
Ambulance	Deduct / Coins	Deduct / Coins	Deduct / Coins	Deduct / Coins	Deduct / Coins	Deduct / Coins
Inpatient Hospital	Deduct / Coins	Deduct / Coins	Deduct / Coins	Deduct / Coins	Deduct / Coins	Deduct / Coins
Outpatient Lab & Radiology	100% to $300, then Deduct / Coins	100% to $300, then Deduct / Coins	100% to $300, then Deduct / Coins	100% to $300, then Deduct / Coins	100% to $300, then Deduct / Coins	100% to $300, then Deduct / Coins
Emergency Room	$250 Copay, then Deduct / Coins	$250 Copay, then Deduct / Coins	$250 Copay, then Deduct / Coins	$250 Copay, then Deduct / Coins	$250 Copay, then Deduct / Coins	$250 Copay, then Deduct / Coins
Accidental Injuries	100% to $1,000, then Deduct / Coins	100% to $1,000, then Deduct / Coins	100% to $1,000, then Deduct / Coins	Deduct / Coins	Deduct / Coins	Deduct / Coins
OP Rehab / HHC / Hospice	Deduct / Coins	Deduct / Coins	Deduct / Coins	Deduct / Coins	Deduct / Coins	Deduct / Coins
Mental Health Inpatient	Deduct / Coins	Deduct / Coins	Deduct / Coins	Deduct / Coins	Deduct / Coins	Deduct / Coins
Mental Health Outpatient	$25 Copay	$25 Copay	$25 Copay	$35 Copay	$35 Copay	$35 Copay
Prescription Formulary / Product	ResultsRx Formulary BlueRx Card Flex Access Standard	ResultsRx Formulary BlueRx Card Flex Access Standard	ResultsRx Formulary BlueRx Card Flex Access Standard	ResultsRx Formulary BlueRx Card Flex Access Standard	ResultsRx Formulary BlueRx Card Flex Access Standard	ResultsRx Formulary BlueRx Card Flex Access Standard
Prescription (Retail) Preferred Generic / Tier 1	$15 Copay	$15 Copay	$15 Copay	$15 Copay	$15 Copay	$15 Copay
Non-Preferred Generic / Tier 1	$15 Copay	$15 Copay	$15 Copay	$15 Copay	$15 Copay	$15 Copay
Preferred Brand / Tier 2	$50 Copay	$50 Copay	$50 Copay	$50 Copay	$50 Copay	$50 Copay
Non-Preferred Brand / Tier 3	$75 Copay	$75 Copay	$75 Copay	$75 Copay	$75 Copay	$75 Copay
Preferred Specialty / Tier 4	$150 Copay	$150 Copay	$150 Copay	$150 Copay	$150 Copay	$150 Copay
Non-Preferred Specialty / Tier 5	20% to $250	20% to $250	20% to $250	20% to $250	20% to $250	20% to $250
Prescription (Mail Order)	2.5 x Retail Copay	2.5 x Retail Copay	2.5 x Retail Copay	2.5 x Retail Copay	2.5 x Retail Copay	2.5 x Retail Copay
Drug Only MOOP	N / A	N / A	N / A	N / A	N / A	N / A

	A	B	C	D	OPTION A	OPTION A	OPTION 1	OPTION 2	OPTION 3	OPTION 4
EE	24	0	0	0	$728.50	$865.19	$849.70	$837.95	$823.80	$812.43
EC	4	0	0	0	$1,464.27	$1,741.18	$1,709.79	$1,685.99	$1,657.31	$1,634.27
ES	3	0	0	0	$1,552.95	$1,846.76	$1,813.46	$1,788.20	$1,757.77	$1,733.33
EF	7	0	0	0	$2,288.72	$2,722.75	$2,673.55	$2,636.24	$2,591.28	$2,555.16

BROKER COMMISSION - PERCENTAGE									
Broker Commission	C / R	0.00%	0.00%	$728.50	$865.19	$849.70	$837.95	$823.80	$812.43
	RO1/2	0.00%	0.00%	$1,464.27	$1,741.18	$1,709.79	$1,685.99	$1,657.31	$1,634.27
	RO3/ 4	0.00%	0.00%	$1,552.95	$1,846.76	$1,813.46	$1,788.20	$1,757.77	$1,733.33
		0.00%		$2,288.72	$2,722.75	$2,673.55	$2,636.24	$2,591.28	$2,555.16
Monthly Premium									
Total Monthly Premium				$44,020.97	$52,328.81	$51,387.19	$50,673.04	$49,812.71	$49,121.51
Total Annual Premium				$528,251.64	$627,945.72	$616,646.28	$608,076.48	$597,752.52	$589,458.12
$ Difference From Current					$99,694.08	$88,394.64	$79,824.84	$69,500.88	$61,206.48
% Difference From Current					18.87%	16.73%	15.11%	13.16%	11.59%

– Rates contingent upon Kansas Insurance Department Approval

– For comparison purposes only. Refer to contract for additional benefits and final rates.

– We reserve the right to review rates should enrollment vary by +or- 20%.