

**CITY OF HIGHLAND, KANSAS  
REGULAR COUNCIL MEETING  
CITY HALL  
January 11, 2023  
5:00 P.M.**

**COUNCIL MEMBERS PRESENT:** Terry Gibson, Marty Allen, Tana Snyder and Keith Edmonds arrived 5:02 p.m.

**COUNCIL MEMBERS ABSENT:** Dan Collins

**CITY EMPLOYEES PRESENT:** City Attorney Andrew Parker, City Clerk Joann Karn, Asst. City Clerk Debra Keebler, Water and Sewer Superintendent Trevor Saunders and Maintenance Worker Wyatt Denton

**GUESTS PRESENT:** Rem Powell, Bruce Gaskell, Ted Collins, Ben Gilmore of Doniphan Darlings and Volora Hanzlicek, USD #111 Supt.

**PRESIDING:** Council President Terry Gibson; Mayor Charles Batchelder arrived at 5:34 p.m.

Council President Gibson opened the regular city council meeting at 5:00 p.m.

Tana Snyder moved and Marty Allen seconded a motion to approve the regular city council meeting minutes of December 14, 2022. Motion carried 3-0

Marty Allen moved and Tana Snyder seconded a motion to approve the bills as presented. Motion carried 4-0

Ben Gilmore indicated Doniphan Darlings has reached an agreement with USD #111 to purchase the building, the former Highland Grade School for \$1. With the city owning the land, Doniphan Darlings wish to purchase the land from approximately the sidewalk on the east side of the building west to Genesee Street. Following initial discussion, both agreed to further discussions and brought back to council.

**COMMUNICATIONS AND REPORTS:**

**Mayor Batchelder** – Re-organization

Tana Snyder moved and Keith Edmonds seconded a motion for the committees to remain the same: Finance Committee – Marty Allen & Keith Edmonds; Law Enforcement Committee – Tana Snyder & Marty Allen; Parks and Rec. Committee – Terry Gibson & Tana Snyder; Street & Alley/Bldg. & Grounds Committee – Dan Collins & Terry Gibson; Water and Sewer Committee – Terry Gibson & Dan Collins; Planning & Zoning Committee – Keith Edmonds & Marty Allen; Personnel Committee – Tana Snyder & Dan Collins Motion carried 4-0

Tana Snyder moved and Marty Allen seconded a motion to keep the same members to serve on the Board of Zoning Appeals - Larry O'Bryan, Mike Parker, Roger Gormley, Randy Snyder and Bryan Rhodd. Motion carried 4-0

Tana Snyder moved and Keith Edmonds seconded a motion to appoint Marty Allen and Trevor Saunders to the Tree Board and Janet Tyler if she will accept. Motion carried 4-0

**Attorney Parker** – Later in the meeting.

**Clerk Karn** – Tana Snyder moved and Keith Edmonds seconded a motion to order a Kansas Local Government Law book from the League, \$225, for the office and attorney's office. Motion carried 4-0 A free workshop will be held at the Fisher Center, Hiawatha, KS, 9-3:30 p.m., January 31st, for Lead & Copper Rule and Water Loss Basics if anyone wishes to attend. Reported the city's books have been audited, the year-end balances were correct and will be published accordingly. The expected federal funds to be received in 2023 will trigger a single audit for 2023 year-end. A brief review was had on the current fund balances which indicates another tight year.

**Water/Sewer Superintendent Saunders** – Asked for Wyatt Denton and himself to attend the KRWA Conference on March 28-30 in Wichita costing approximately \$800 total. Marty Allen moved and Tana Snyder seconded a motion approving Trevor Saunders and Wyatt Denton to attend the KRWA Conference in Wichita, KS, March 28-30, registration, meals and lodging approximately \$800. Motion carried 4-0 Supt. Saunders indicated the maintenance truck he drives has issues and inquired about driving the PD truck. The maintenance truck has approx. 124,000 miles and the needed repairs would cost approx. \$835. Attorney Parker will look into converting the police truck into a maintenance vehicle. Following discussion, Marty Allen moved and Keith Edmonds seconded a motion to repair the maintenance truck for \$835, per Supt. Saunders quote. Motion carried 4-0

## **COMMITTEE UPDATES:**

**Finance Committee** – Marty Allen & Keith Edmonds – Nothing at this time.

**Law Enforcement Committee** – Tana Snyder & Marty Allen – Nothing at this time.

**Parks and Rec. Committee** — Terry Gibson & Tana Snyder – Following discussion, the consensus is for Tana Snyder to check with several individuals before advertising.

**Street and Alley/Bldg & Grounds Committee** – Dan Collins & Terry Gibson – Nothing at this time.

**Water and Sewer Committee** – Terry Gibson & Dan Collins – Nothing at this time.

**Planning & Zoning** – Keith Edmonds & Marty Allen – Nothing at this time.

**Personnel Committee** – Tana Snyder & Dan Collins – Tana Snyder indicated Debbie Keebler worked extra training hours and proposed to compensate at regular rate. Tana Snyder moved and Keith Edmonds seconded a motion to pay Debbie Keebler’s extra hours at regular rate. Motion carried 3-1

## **OLD BUSINESS:**

Water Treatment Plant Project – Progress meeting notes handed out.

Street Project – Supt. Saunders is crack sealing Main St. and seeking to purchase or rent a street grinder.

Unsafe Structures Update – Ted Collins commented on the status of the properties.

Mayor Charles Batchelder arrived.

North Kansas St/Coronado Rd Culvert – Ted Collins has sent a letter to the county commissioners.

Mower – W/S Supt. Saunders has bids from several companies, Hustler from Midwest - \$14,916.09, John Deere - \$14,000; Ferris from Merz \$13,000 for the small one and \$17,000 for the larger one. For overall performance, the college recommends the Hustler mower. Further discussion was had, the council recommendation was to check out Old Throttle in Everest, KS. Supt. Saunders has bid file.

BCBS/Advance Insurance – Following short review, the recommendation was to remain with the current “Grandfather Plan” with BCBS. Marty Allen moved and Tana Snyder seconded a motion to remain with Blue Cross and Blue Shield of Ks on the current “Grandfather Plan” and continue with the current insurance from Advance Insurance. Motion carried 4-0

## **NEW BUSINESS:**

Tana Snyder moved and Keith Edmonds seconded a motion to approve contractor’s (BRB Contractors, Inc.) application for payment #7, \$178,835.27. Motion carried 4-0

Marty Allen moved and Tana Snyder seconded a motion adding Debra Keebler as an authorized signer on all aspects of the city’s business beginning January 1, 2023, namely Initiate electronic debit/credits; initiate ACH via online banking; sign and release of pledges for safekeeping; wire transfers; request and release stop payments; online inquiry; request balance inquiries or copies of account activity; and sign, open, and cash CD investments. Motion carried 4-0

Terry Gibson moved and Marty Allen seconded a motion to establish \$5,000 for the Sidewalk reimbursement for CY2023. Motion carried 4-0

Terry Gibson moved and Marty Allen seconded a motion to establish \$5,000 for the Hazardous Tree reimbursement for CY2023. Motion carried 4-0

Terry Gibson moved to give Jason Taylor \$5,000 for the sidewalk improvement on Main Street. Motion died for lack of second.

Tana Snyder moved and Marty Allen seconded a motion to earmark \$30,000 for unsafe structure(s) in CY2023. Motion carried 5-0

Marty Allen moved and Tana Snyder seconded a motion authorizing approx. \$4,000 for the 4<sup>th</sup> of July fireworks display. Motion carried 4-0

Following discussion, Marty Allen moved and Keith Edmonds seconded a motion to hold the 4<sup>th</sup> of July celebration on Monday, July 3<sup>rd</sup> with a rain date of Tuesday, July 4<sup>th</sup>. Motion carried 4-0

Noted the current employees and their position: City Clerk/Asst. Court Clerk Joann Karn; Asst. City Clerk/Court Clerk City Debra Keebler; Treasurer Janet Tyler; Water/Sewer Superintendent Trevor Saunders; Maintenance Wyatt Denton; City Attorney Andrew Parker and Municipal Court Judge Kelly Fuemmeler.

City Attorney Parker and Attorney Ted Collins presented a proposed agreement for approval between the city and Doniphan Co. Fire Dist. #2. With the county-wide mill levy which provides funding for the ambulance service, the local fire district is no longer providing service as on January 1, 2023. The contracting provider, Techs Inc, is in agreement with the county and providing service at locations in both Highland and Troy. Highland's location is in the district's portion of the community building which will be the north bay on the east side, the district office area, the bathroom and the sleeping area. Mr. Collins asked the council to consider approving the agreement, and the general terms, to maintain ambulance service in Highland. Terry Gibson moved and Keith Edmonds seconded a motion to approve the "Lease Agreement Addendum" as presented by Attorneys Parker and Collins and the mayor to sign the agreement. Motion carried 4-0 See attached Lease Agreement Addendum. Agreement will become effective upon approval and signature by both parties.

Supt. Saunders asked if the Hustler mower could be purchased. Following more discussion, Marty Allen moved and Keith Edmonds seconded a motion to purchase the Hustler mower per Supt. Saunders request. Motion carried 4-0 Supt. Saunders has bid file.

**RESOLUTIONS:**

Tana Snyder moved and Keith Edmonds seconded a motion to approve Resolution 2023-01, waiving GAAP accounting requirements for the City concerning financial statements and fixed accounting for the fiscal year ending December 31, 2023, in accordance with K.S.A. 75-1120A. Motion carried 4-0

Tana Snyder moved and Keith Edmonds seconded a motion to approve Resolution 2023-02, Kansas PRIDE Program for 2023 which urges Highland citizens to join efforts and allows the city to be an official entrant in the PRIDE Program. Motion carried 4-0

Ted Collins provided a brief history and update on the former Saddle Club property which the city now has received the survey, legal boundary description, from Swab Eaton.

Following discussion on "Give Where You Live" funds, Tana Snyder moved and Marty Allen seconded to withdraw the funds, \$13,761.79, and construct the proposed corn hole activity. Motion carried 4-0

Terry Gibson moved and Keith Edmonds seconded a motion to adjourn at 6:36 p.m. Motion carried 4-0

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Mayor

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City Clerk

## Lease Agreement Addendum

### *City of Highland - Doniphan County Fire District #2*

**This Agreement** is entered into, to become effective upon approval and signature by both parties hereto, between the **City of Highland, Kansas**, (hereinafter referred to as **City**), **Fire District No. 2, County of Doniphan, Kansas**, also sometimes referred to as Rural Fire District No. 2, Doniphan County, Kansas, and Doniphan County Rural Fire District No. 2 (hereinafter referred to as **District**).

Whereas, City and District have, heretofore, entered into a lease agreement dated December 10, 2008, covering terms and provisions of their respective usage of the Highland Community Building, which serves the residents of City and District as a combination community building and fire station;

Whereas, District was formerly charged with general fire protection and, also, emergency medical services within its legal boundaries, including the City of Highland, and both parties hereto endeavor to act in the best interests of their respective constituents and the health and welfare of the general public;

Whereas, the emergency medical services formerly provided by District are now provided by Doniphan County via a contract entered into with a private company, currently Techs, Inc., a Kansas corporation located in Holton, Kansas, herein referred to as Provider.

Whereas, District wishes to reach an agreement with Provider, subject to the approval of City, to allow usage of that portion of the District side by Provider in connection with their services under the agreement with Doniphan County.

Now, therefore, in consideration of the above and foregoing, and the mutual benefits arising from this agreement, the parties hereto agree as follows in supplementation of the aforementioned lease agreement:

- 1. Description of Premises.** The structure which is the subject of this agreement is the Highland Community building and adjacent parking area located upon the following described real estate:

Lot 2 as described in the plat of the Second Addition to the City of Highland, Kansas, by Clark Land Surveying, P.A., dated May 7, 2008, Job No. 2007-008.
- 2. Approval.** City hereby provides its approval for District to enter into a license agreement with Provider to occupy certain spaces of the above structure in connection with performing its services and obligations under its agreement with Doniphan County. Specifically, the agreement will allow Provider usage of, and access to, the north bay on the east side, the district office, the bathroom and sleeping quarters. The specific, written terms of any such agreement shall be subject to the advance approval of City. A signed copy of any such agreement shall be provided to City.
- 3. Original Lease Terms.** Any agreement between District and Provider shall conform to the terms and conditions of the original lease between City and District and Provider shall be made aware of and shall not be allowed to violate any of such terms. Nothing herein shall change or modify the terms of such agreement, other than as specifically stated herein.
- 4. Ad Valorem Taxes.** It is understood that the joint usage of the facility qualifies for exemption from payment of ad valorem property taxes. In the event that such usage is a disqualifying event for such exemption, steps will be taken by District to remedy such disqualification and District shall be responsible for payment for any such tax.
- 5. Indemnification.** District and/or Provider shall indemnify and hold City harmless against any and all actions, claims, demands, costs, damages and expenses of every kind arising from the negligence of Provider, its agents, employees and invitees.

**6. Waiver/Rights.** The waiver by either party of any breach of the terms hereof on the part of the other party shall not be deemed a waiver of the right of such party to subsequently require compliance with, and to enforce any other breach of, the terms hereof. All rights and remedies under this agreement shall be cumulative and none shall exclude any other rights and remedies allowed by law to either party.

**7. Entire Agreement.** The parties hereto have entered into this agreement in the spirit of cooperation and mutual benefit; however, the parties believe that this agreement constitutes the entire agreement between the parties and supersedes all previous communications, representations or agreements, either verbal or written, between the parties and their respective officials, with respect to the subject matter hereof. There shall be no amendment or modification of the terms of this agreement, except in writing, approved and executed by both parties hereto.

**8. Laws of Kansas.** The parties hereto agree that the terms and provisions of this agreement shall be governed by, and construed pursuant to, the laws of the state of Kansas.

**9. Binder.** To the extent legally permissible, the parties here to agree that the terms and provisions hereof shall be binding upon the parties hereto, and their successors in interest; provided, however, this agreement is subject to the Kansas cash basis and budgetary limitations of such entities and is subject to change and/or termination by the Kansas legislature and by the mutual determination of the parties hereto.

**10. Severability.** In the event that any of the terms of this agreement are construed by a court of law to be void and of no effect, then said terms shall be treated as such, and the remaining provisions of this agreement shall be given full force and effect unless such construction would be inequitable to either party.

**In Witness Whereof,** pursuant to the authorization of their respective governing bodies, the parties have set their hands, in duplicate, the day and year set forth below.

Approved this 11th day of January, 2023

Approved this \_\_\_ day of January, 2023.

CITY OF HIGHLAND, KANSAS

FIRE DISTRICT NO. 2  
COUNTY OF DONIPHAN, KANSAS

\_\_\_\_\_  
Charles N. Batchelder, Mayor

\_\_\_\_\_  
Eric Tracy, Chairman

Attest:

Attest:

\_\_\_\_\_  
Joann Karn, Clerk

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Dean Diveley, Sec.