

PUBLIC WORKS
UPDATES

Footh said that the Sterling dump truck is back from having the new plow installed. He said that the city has received some job applications and are starting the interview process for those. He also stated that the crews have been working on some patching and other small projects. APAC is continuing to work on the concrete improvement project. He asked that the council consider the curb on State Street between 2nd and 3rd Street be looked at as a priority over some of the others. The Street Committee will meet before the next meeting to discuss the options.

Jake Munyon arrived to the meeting at 6:15pm.

EXECUTIVE SESSION

Moved by Shrader, seconded by McConnell that the city council recess into executive session to discuss a personnel matter pursuant to the non-elected personnel matter exception, K.S.A. 75-4319(b)(1) with the Mayor, City Council, City Attorney, and Kent Footh in attendance and for the open meeting to resume in the city council chamber at 6:36pm.

Ellenbergers, Bertholf, Searight, Ross, Martin, Spray, and Munyon left the meeting at 6:26pm.

Ellenbergers, Bertholf, Searight, Ross, Martin, Spray and Munyon returned to the meeting at 6:36pm.

APPRENTICESHIP
PROGRAM

Footh presented the contract for an apprenticeship program through the Kansas Rural Water Association. Moved by Shrader, seconded by McConnell to allow the mayor to sign the contract with KRWA to move forward with the apprenticeship program. Voting Aye: ALL. Opposed: NONE.

NOTICE OF INTENT
KDHE PERMIT

Spray asked that the mayor sign the Notice of Intent for the KDHE permit for the fuel farm relocation project. Moved by Shrader, seconded by Craig to allow the mayor to sign the Notice of Intent for the KDHE permit. Voting Aye: ALL. Opposed: NONE.

CMB LICENSE
APPROVED

Moved by McConnell, seconded by Shrader to approve the Cereal Malt Beverage License for Black Sheep Tap House. Voting Aye: ALL. Opposed: NONE.

SHADE TREE
APPOINTMENTS

Moved by McConnell, seconded by Shrader to appoint Tracy Beach, Howard King, and Joan Bowman to the Shade Tree Commission. Voting Aye: ALL. Opposed: NONE.

BZA APPOINTMENTS

Moved by McConnell, seconded by Shrader to appoint Kent Stormont to the Board of Zoning Appeals. Voting Aye: ALL. Opposed: NONE.

CIVICPLUS MEDIA

Munyon presented the quote from CivicPlus Media. They took out the 48-month redesign and replaced with the ADA compliant video. The annual cost will be around \$9,500 while we were paying around \$10,800 with the redesign. Moved by Shrader, seconded by McConnell to allow the mayor to sign the Statement of Work for CivicPlus Media. Voting Aye: ALL. Opposed: NONE.

BUILDING PERMITS

Munyon stated that Jim Knowles will be taking over the building permit approvals and Howard King will be helping him with that process.

PREVIOUS
ADMINISTRATION
VIOLATIONS

Munyon said that the previous administration violated city code by giving certain powers to the city administrator that were defined otherwise in the city code. He said the city code cannot be changed through a job description. This council needs to determine if they want to eliminate the city administrator position or keep it. If they want to keep it, he strongly suggests there be a resolution to put it on the next ballot so that the citizens can decide if they want to change their current form of government from Mayor-Council to Mayor-Council-City Administrator, or have the duties of the city administrator role specifically defined in the city code book. Currently, neither the city administrator nor the public works director are mentioned in the city code.

Munyon stated that the previous administration also violated the Kansas Open Meetings Act and the Kansas Open Records Act when they entered into a severance agreement on December 15, 2025 with the former city administrator who submitted his resignation letter on December 2, 2025. The city agreed to pay a severance amount which equals 24 weeks of pay. The city agreed to continue employees' insurance and benefits during the 24-week period. The total cost of the agreement to the city was around \$70,000. This agreement is considered an open record and a redacted copy is attached in these minutes. Under Kansas Law, settlement agreements entered in by city agencies and funded with public monies qualify as public records subject to disclosure under the Kansas Open Records Act, K.S.A. 45-215, No statutory exemptions authorized confidentiality of such agreements or their terms, thus, any contractual provision attempting to keep settlement terms secret is void. The previous council did vote in an open meeting but called it a mutual agreement, not a severance agreement, which is an employee contract. Public funds expended for severance or settlement agreements strengthen their characterization as public records subject to full public scrutiny and the city council or other public body may not lawfully withhold disclosure of such contracts or their terms on privacy or confidential grounds.

FIRE BUDGET

Spray let the council know that the fire house roof was not budgeted for 2026 under the Fire Department Fund.

ADJOURN

Moved by Shrader, seconded by McConnell to adjourn – time 7:03pm. Voting Aye: ALL. Opposed: NONE.



Brandi Spray, City Clerk

Please visit www.cityofphillipsburg.com to view a full video recording of the meeting afterwards.

Severance Agreement

Parties. This Severance Agreement ("Agreement") is set out between T. D. D. ("Employee") located at [REDACTED] and City of Phillipsburg ("Employer") located at 945 2nd Street, Phillipsburg, KS 67661.

Termination Date. The Employee's last day of employment is January 9, 2026.

Final Paycheck. All wages, salary, vacation, and commissions, if applicable earned through the Employee's termination date will be paid on January 16, 2026. Other than your final pay check, you agree and acknowledge that no other compensation is due and owing to you, except as provided in this Agreement.

Severance. In consideration of the stipulations set out in this agreement, the Employer agrees to the following:

Severance Payment. Under this Agreement, Employer agrees to pay Employee a severance amount which equals 24 weeks of pay on January 16, 2026 payroll. Employer also agrees to continue Employee's insurance and benefits during the 24-week severance period.

Acknowledgement. The Employee acknowledges that he received a copy of this agreement and has taken the time to review and ask questions about it. Further, the Employee acknowledges that he has seven days from signing this Agreement to revoke his signature. For the revocation to be effective, the Employee must notify the Employer no later than 5:00 P.M. on the seventh day after signing this Agreement.

Return of Company Property. The Employee agrees to return all property that belongs to the Employer by January 9, 2026. This includes, but not limited to keys, vehicles, files, notes, documents, written material, computer programs, office supplies, and any other item that has been supplied to the Employee by the Employer or that the Employee has created for the Employer, company, clients, parents, subsidiaries, affiliates, partnerships, corporation, representatives, and employees. Failure to return all property by the deadline may delay severance payments.

Review and Revocation. The Employee acknowledges and understands that he has received this Agreement to review, consider, and talk to an attorney about the provisions here within. By signing this Agreement, you are acknowledging and agreeing to the terms of this agreement and you are doing so of your own free will.

Non-Disclosure of Agreement. The Employer and Employee agrees to sign a Non-Disclosure agreement. Employer and Employee also agrees to not disclose any information contained within this Agreement

No Admission and Neutral Reference. Nothing contained in this Agreement will constitute or be treated as an admission by you or the Company of liability, any wrongdoing, or any violation of law. In response to a request for a reference, and consistent with the Company's policy, the Company will provide only the Employee's job title and dates of employment.

Unemployment. The employer agrees to not contest the employee's application for unemployment benefits. However the Employer will be forthright with the unemployment agency if asked about the Employee's severance package.

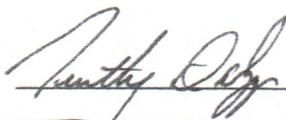
Entire Agreement. This Agreement contains the entire agreement between the Employee and Employer with respect to the subject matter contained herein. No other promises, warranties, representations, agreements or understanding, whether oral or written, exist concerning this subject matter. This Agreement supersedes any previous or simultaneous oral or written promises, warranties, representations, agreements, or conditions between the Employee and Employer. The terms of this Agreement may not be altered or modified without the written consent and approval of the Employer and Employee.

Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid, illegal or unenforceable, but that by limiting such provision, it will become valid, legal and enforceable, then such provision shall be deemed to be written, constructed and enforced as so limited.

Governing Law. This agreement shall be governed by the laws of the state of Kansas.

I ACKNOWLEDGE AND AGREE THAT I HAVE FULLY READ, UNDERSTAND AND VOLUNTARILY ENTER INTO THIS AGREEMENT

The Employee:



12-15-2025

Date

The Employer:

Bret R Miles

Bret R. Miles - Mayor

12-15-25

Date

Mike James

Mike James - Council President

12-15-2025

Date

Brian Shrader

Brian Shrader - Councilman

12-15-2025

Date

Terry McConnell

Terry McConnell - Councilman

12-15-2025

Date

Don Roberts

Don Roberts - Councilman

12/15/25

Date

Jeanette Harris

Jeanette Harris - Councilwoman

12/15/25

Date

Lauren Weinert

Lauren Weinert - Councilman

12-15-25

Date

Scott Sage

Scott Sage - City Attorney

12-15-25

Date