

**Agenda**  
City Commission of the City of Neodesha, KS  
November 30, 2023 2:00 p.m.  
ZOOM Online Access: <https://us02web.zoom.us/j/6203252828>

Item 1: Opening Session

- Call to Order
- Roll Call
- Invocation
- Pledge of Allegiance
- Additions/Deletions to the Agenda
- Mayor's Report
- Commissioners' Reports
- Interim City Administrator's Comments
- Community Development Director Report

Item 2: Public Comments

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 8, 2023 Minutes
- Approval of November 16, 2023 Special Call Minutes
- Appropriation (2023) 21

Item 4: Business Items to Consider

- A. Resolution: Providing for Issuance of Temp Notes; Water System Improvements
- B. Water System Improvements (Fall River Dam Project): Approve Change Order; Koehn Construction
- C. Approve Purchase of Sprinter Ambulance
- D. Approve City Administrator Employment Agreement
- E. Consider Holiday Bonus
- F. Consider Closing City Hall December 6, 2023
- G. Gas Presentation: Ryan Cummins

Item 5: Date/Time of Next Regular Meeting

Wednesday, December 13, 2023 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session: Non-elected Personnel

Item 7: Adjournment

**AGENDA COMMENTS  
CITY COMMISSION MEETING  
November 30, 2023**

**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**

**4.A: Resolution 23-25 Providing for Issuance of Temp Notes; Water System Improvements**

Consider the approval of Resolution No. 23-25. that provides for the issuance of General Obligation Temporary Notes of the City of Neodesha, Kansas in the total amount of \$1,772,000.00 as authorize by Ordinance No. 1800 of the city, in order to provide funds for the temporary financing of the cost of construction of certain internal improvements in the city authorized by the ordinance.

The Resolution will authorize the authority and provide for authorization for the Mayor to sign all necessary documents to finalize the Temporary Note issue. A copy of Resolution No. 23-25 is attached for your review.

**4.B: Consider the approval of Change Order #1 in the amount of \$18,273.62 for the Fall River Dam Project.**

Change Order #1 reflects in the increase in rock prices for this project. The summary of the project is as follows:

Original Contract Price	\$905,000.00
Current Contract Price	\$905,000.00
Change Order #1	<u>\$ 18,273.62</u>

New Contract Price	\$923,273.62
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**4.C: Approve Purchase of Sprinter Ambulance**

At the Commission Meeting on March 8, 2023, Chief Fyfe was directed by the Governing Body to obtain quotes for a sprinter ambulance. Emergency Services Supply submitted quote is for a transit ambulance, Stryker Power Load & Cot, subtracting a locked-in trade in allowance of the department's Horton Type 1 ambulance. This ambulance will be paid for by the EMS Sales Tax monies received in 2023.

**RECOMMENDED MOTION:** *I move to approve the purchase of a 2024 Osage Type II Transit HR Ambulance with the Stryker Power Load & Cot in an amount not to exceed \$132,928.35 directing the payment to come from the EMS Sales Tax Fund (216).*

#### **4.D: Approve City Administrator Employment Agreement**

**RECOMMENDED MOTION:** *I move to approve the City Administrator Employment Agreement with Brogan Jones as presented and to authorize the Mayor's signature on behalf of the City.*

#### **4.E: Consider Holiday Bonus**

As in previous years, the Governing Body has generously given full & part-time employees a Holiday Bonus. This bonus will be presented in check form due to the particulars of software preparation.

**RECOMMENDED MOTION:** *I move to approve a holiday bonus of \$250 for all full-time and part-time employees.*

#### **4.F: Consider Closing City Hall December 6, 2023**

The City crew will gather, Wednesday, December 6<sup>th</sup>, for our annual Christmas party and meal. The Commission is asked to consider either: 1) close City Hall from 11:00 am to 1:30 pm; or 2) close City Hall at 11:00 am for the day. Last year the Governing Body voted to close for the day.

**RECOMMENDED MOTION:** *I move to approve closing City Hall on December 6<sup>th</sup>:*

- *From 11:00 am to 1:30 pm; (or)*
- *At 11:00 am*

#### **4.G: Gas Presentation; Ryan Cummins**

Each year, the Public Works Department (Gas Utility), conducts a presentation to the Commission related to our Gas Utility. This presentation fulfills a requirement that our Gas Utility conduct this type of training.

#### **EXECUTIVE SESSION: Non-Elected Personnel**

*I move to recess to an Executive Session including the Governing Body, 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.*

#### **EXECUTIVE SESSION: Non-Elected Personnel**

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**APPROPRIATIONS REPORT****ORDINANCE NO 21****11/30/2023**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	FIBER OPTIC SYSTEM	596.30	73045	11/30/2023
A T & T	PHONE CHARGES	277.92	73046	11/30/2023
ADVANCE INSURANCE COMPANY	DECEMBER PREMIUMS	540.20	73048	11/30/2023
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	326.50	73049	11/30/2023
CORY BUCHANAN	UTILITY OVERPAYMENT REFUND	219.20	73050	11/30/2023
CALLTOWER	PHONE CHARGES	300.95	73051	11/30/2023
CANON FINANCIAL SERVICES	COPIER & PRINTER LEASE	413.46	73052	11/30/2023
CASCO INDUSTRIES, INC	HOSE ROLLER & HOOK	626.00	73053	11/30/2023
CHASE PEST CONTROL LLC	EXTERMINATOR SERVICE	300.00	73054	11/30/2023
CINTAS	FIRST AID SUPPLIES	136.86	73055	11/30/2023
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 12/23	50.00	73056	11/30/2023
MICHELE ELKINS	CIVIC CENTER DEPOSIT REFUND	300.00	73057	11/30/2023
F ALLEN MOORHEAD, JR, MD	PRE EMPLOYMENT PHYSICAL	893.00	73058	11/30/2023
FED EX	SHIPPING CHARGES	39.33	73059	11/30/2023
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALL	315.89	73060	11/30/2023
G & W FOODS	SUPPLIES	305.48	73061	11/30/2023
GALLS LLC	UNIFORMS	74.98	73062	11/30/2023
MOLLY GILDART	PATCHES	20.00	73063	11/30/2023
HAWKINS INC	CHEMICALS	6,865.02	73064	11/30/2023
HICKMAN ENVIRONMENTAL SERVICES	PUMP STATION MAINTENANCE	3,429.71	73065	11/30/2023
HUBER & ASSOCIATES INC	ENTERPOL LICENSE & OS MAINT	4,444.00	73066	11/30/2023
IMAGE TREND INC	ELITE EMS FIELD SITE LICENSE	983.90	73067	11/30/2023
INDEPENDENCE READY-MIX INC	CEMENT	399.00	73068	11/30/2023
KOONS GAS MEASUREMENT	GAS SUPPLIES	4,503.45	73069	11/30/2023
LANDIS+GYR TECHNOLOGY INC	NOV 2023 AMR	950.00	73070	11/30/2023
LAWSON PRODUCTS	SUPPLIES	77.23	73071	11/30/2023
MELS PRINTING	ENVELOPES	1,089.05	73072	11/30/2023
MFA OIL	PROPANE & OIL	793.79	73073	11/30/2023
NDB NEODESHA	JOHN DEERE BACKHOE	656.00	73074	11/30/2023

NEODESHA AUTO SUPPLY	AUTO PARTS & SUPPLIES	498.98	73076	11/30/2023
O'REILLY AUTOMOTIVE INC	COOLANT HOSE	72.82	73077	11/30/2023
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SVC	806.29	73078	11/30/2023
PEREGRINE CORPORATION	LASER BILLING CARDS	778.32	73079	11/30/2023
PITNEY BOWES	POSTAGE FOR METER	4.49	73080	11/30/2023
PORTER DRUGS	STOCK MEDS FOR AMBULANCE	70.19	73081	11/30/2023
QUILL LLC	OFFICE SUPPLIES	969.71	73082	11/30/2023
R E PEDROTTI COMPANY, INC	RAW WATER PUMP STATION SERVICE	680.00	73083	11/30/2023
RANKIN MEMORIAL LIBRARY	TAX DISTRIBUTION	3,296.81	73084	11/30/2023
REYNOLDS PLUMBING & ELECTRIC	SHOP HEATER REPAIR	150.00	73085	11/30/2023
SALT CREEK VETERINARY CLINIC	VET SERVICES	39.25	73086	11/30/2023
SIGN DESIGN	EMBROIDERY & TRANSFERS	116.00	73087	11/30/2023
SOUTHERN UNIFORM & TACTICAL	UNIFORMS	137.98	73088	11/30/2023
STANION WHOLESALE ELECTRIC	ELECTRIC SUPPLIES	685.64	73089	11/30/2023
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	95.00	73090	11/30/2023
UNIFIRST CORPORATION	RUG/CLEANING SUPPLY	376.96	73091	11/30/2023
US CELLULAR	TABLET CHARGES	51.57	73092	11/30/2023
EVERGY	AIRPORT RUNWAY LIGHTS	150.66	73093	11/30/2023
WESTERN AUTO	SUPPLIES	84.39	73094	11/30/2023
WILSON MEDICAL CENTER	NOV TAX DISTRIBUTION	30,855.70	73095	11/30/2023

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

69,847.98

ACH ELECTRIC ENERGY STATEMENTS BILLED OCTOBER 2023
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KMEA - SPA Hyrdro Project	October 2023 Service	3,008.05
KMEA - GRDA Power Supply Project	December 2023 Service	81,739.00
KMEA - Energy Mgmt Project No 3	October 2023 Service	97,410.57

TOTAL ACH Electric Energy Statements

182,157.62

The Board of Commissioners met in regular session at 2:00 p.m., on Wednesday, November 8, 2023, in the Commission Room at City Hall conducting the meeting by live streaming with Zoom with Mayor Johnson presiding and Commissioners Moffatt and Vail-Keller present.

Commissioner Moffatt moved to approve the agenda as presented. Seconded by Commissioner Vail-Keller. Motion carried. Commission reports were heard.

Interim Administrator reports were heard.

Community Development Director reports were heard.

Commissioner Vail-Keller moved to approve the consent agenda as presented consisting of minutes from the October 25, 2023 meeting; minutes from the November 2, 2023 Special Call Meeting; and Appropriation (2023) 20. Seconded by Commissioner Moffatt. Motion carried.

Public Comments were invited and heard.

Interim Administrator McAnarney addressed the Commission regarding the renewal of the City's 2024 Employee Health and Dental Insurance Plan. Discussion held.

Commissioner Moffatt moved to approve the KMIT Association/Blue Cross Blue Shield Comprehensive Major Medical Plan and a Blue Cross Blue Shield Dental Plan for 2024. Seconded by Commissioner Vail-Keller. Motion carried.

Interim Administrator McAnarney addressed the Commission regarding the proposed renewal of the Hach Service Agreement for the Water Treatment Plant for 2023 - 2024. Discussion held.

Commissioner Vail-Keller moved to approve the renewal of the service agreement with HACH Service Plus in an amount not to exceed \$4,065. Seconded by Commissioner Moffatt. Motion carried.

Interim Administrator McAnarney addressed the Commission regarding the final updates to the design of the wayfinding signage from CDL Electric. Discussion held.

Commissioner Moffatt moved to approve the final design of the wayfinding signage from CDL Electric and allow the Mayor to sign the Artwork Approval Proofs. Seconded by Commissioner Vail-Keller. Motion carried.

Interim Administrator McAnarney addressed the Commission regarding the consideration of approving Friday, November 10, 2023 as a City holiday in observance of Veterans Day for 2023. Discussion held.

Commissioner Vail-Keller moved to approve the observance of Veterans Day for all City employees on November 10, 2023. Seconded by Commissioner Moffatt. Motion carried.

Interim Administrator McAnarney addressed the Commission regarding a request from the Mayor for a Special Call Meeting for a ribbon-cutting and photo opportunity in front of the mural at the Neodesha Arts Center Annex. A tour of the facility will also be offered. Discussion held.

Commissioner Moffatt moved to set a Special Call Meeting for Thursday, November 16<sup>th</sup> at 10:30 a.m. to meet at the Neodesha Arts Center Annex for a ribbon cutting and tour of the facility. Seconded by Commissioner Vail-Keller. Motion carried.

Commissioner Vail-Keller moved to recess to an Executive Session to include the Governing Body, Interim City Administrator, Community Development Director, and the City Clerk in the Commission Room 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 2:45 p.m. Seconded by Commissioner Moffatt. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 2:40 p.m. the Interim City Administrator and the Community Development Director left the Executive Session.

At 2:45 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording. No action taken.

At 2:45 p.m. Commissioner Moffatt moved to extend the Executive Session to 2:55 p.m. Seconded by Commissioner Vail-Keller. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 2:55 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording. No action taken.

The next regular meeting of the Governing Body will be held at City Hall on Thursday, November 30, 2023 at 2:00 p.m.

At 2:55 p.m. Commissioner Vail-Keller moved to adjourn. Seconded by Commissioner Moffatt. Motion carried.

ATTEST:

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Devin Johnson, Mayor

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Stephanie Fyfe, City Clerk

**SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS**

Neodesha, Kansas  
November 15, 2023

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Thursday, November 16, 2023 at 10:30 a.m., at the Neodesha Arts Center Annex, then recess to reconvene to City Hall at 11:00 a.m. for the Executive Session:

1. Neodesha Arts Center Annex Ribbon Cutting & Tour
2. Executive Session: Non-elected Personnel

The Board of Commissioners met in a Special Call Session at 10:30 a.m. at the Neodesha Arts Center Annex Building on Indiana Street on Thursday, November 16, 2023 with Mayor Johnson presiding and Commissioners Moffatt and Vail-Keller present. City Clerk Stephanie Fyfe was also present.

Upon arrival the Governing Body participated in an official ribbon-cutting ceremony and tour of the facility.

At 10:50 a.m. the meeting recessed to reconvene at City Hall for Business Item 2; Executive Session for Non-elected Personnel.

Commissioner Vail-Keller moved to recess to an Executive Session including the Governing Body and City Clerk in the Conference Room 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 11:20 a.m. Seconded by Commissioner Moffatt. Motion carried.

At 11:10 a.m. Interim City Administrator McAnarney and Police Chief Tomlinson joined the Executive Session.

At 11:20 a.m. Commissioner Moffatt moved to extend the Executive Session to 11:30 a.m. Seconded by Commissioner Vail-Keller. Motion carried.

At 11:30 a.m. the regular meeting of the Governing Body reconvened in the Conference Room at City Hall. No action taken.

At 11:35 a.m. Commissioner Vail-Keller moved to adjourn. Seconded by Commissioner Moffatt. Motion carried.

ATTEST:

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Devin Johnson, Mayor

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Stephanie Fyfe, City Clerk

TRIPLETT WOOLF GARRETSON, LLC

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RESOLUTION NO. 23-25

OF

THE CITY OF NEODESHA, KANSAS

NOVEMBER 30, 2023

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RESOLUTION NO. 23-25

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION TEMPORARY NOTES OF THE CITY OF NEODESHA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$1,772,000, AS HERETOFORE AUTHORIZED BY ORDINANCE NO. 1800 OF THE CITY, IN ORDER TO PROVIDE FUNDS FOR THE TEMPORARY FINANCING OF THE COSTS OF CONSTRUCTION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY AUTHORIZED BY SAID ORDINANCE; AND PROVIDING THE TERMS, DETAILS, FORM AND CONDITIONS OF SAID GENERAL OBLIGATION TEMPORARY NOTES.

WHEREAS, the governing body of the City of Neodesha, Kansas (the “City”) has adopted Ordinance No. 1800 on October 25, 2023 and published it on November 2, 2023 in the official city newspaper as required by law, and thereby (i) authorized pursuant to K.S.A. 65-162a *et seq.* the acquisition and construction of certain improvements to, and an extension of, the City’s municipal water system (the “Water System”), including particularly the acquisition, construction and installation of water line improvements, and repairs to the southeast abutment of the Neodesha Fall River Dam, together with all necessary appurtenances therefor and thereto at an estimated cost of \$1,772,000 (the “Project”), (ii) authorized the payment of the final costs of the Project by issuance of general obligation bonds of the City, and (iii) authorized the issuance of, from time to time as required for the orderly construction of the Project, temporary notes for the purpose of providing temporary financing for the costs and expenses thereof during the construction period, by a duly adopted resolution or resolutions which set forth the details of said temporary notes; and

WHEREAS, pursuant to K.S.A. 10-123, the governing body of the City is authorized to issue temporary notes in anticipation of the issuance of general obligation bonds from time to time as funds are needed for orderly construction thereof; and

WHEREAS, the governing body of the City hereby finds and determines it necessary to provide for the issuance of temporary notes of the City pursuant to the authority of the above described Ordinance in the amount of \$1,772,000, which amount does not exceed the total estimated cost of the Project, for the purpose of financing the costs of the Project during the construction thereof, and further to specify the terms, details, form and conditions of the temporary notes.

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

SECTION 1. Authority for the Notes; Security. It is hereby authorized, ordered and directed that in order to temporarily finance the costs of constructing the Project (as defined above), there shall be issued General Obligation Temporary Notes, Series A, 2023 (the “Notes”) of the City. In all matters relating to the issuance, registration and delivery of the Notes, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented, including specifically K.S.A. 10-123, as amended.

The full faith, credit and resources of the City are hereby pledged to secure the payment of the principal of and interest on the Notes as and when the same become due and payable in accordance with the terms thereof. The governing body hereby covenants to make provision for the payment of the principal of and the interest on the Notes by issuing general obligation bonds and applying the proceeds therefrom, together with any current revenues of the City available for such purpose.

SECTION 2. Details of the Notes; Payment of Principal and Interest. It is hereby authorized, ordered and directed that the Notes shall be issued in the total principal amount of One Million Seven Hundred Seventy-Two Thousand Dollars (\$1,772,000). The Notes shall be designated “City of Neodesha, Kansas, General Obligation Temporary Notes, Series A, 2023”, shall be dated December 21, 2023, and shall mature December 1, 2025, unless prepaid on such earlier date as the City may elect to prepay the Notes, as hereinafter provided.

The Notes shall be issued as fully registered certificated securities and shall be numbered R-1 upwards; and shall be issued in the denomination of \$100,000.00 or integral multiples of \$1,000 in excess thereof (the “Authorized Denomination”). The Notes shall bear interest from their dated date (computed on the basis of a 360-day year of twelve 30-day months) at the rate of 6.97% per annum, said interest to be payable upon the maturity or prepayment date of the Notes, as the case may be.

The principal amount of and the interest on the Notes shall be payable to the registered owner in lawful money of the United States of America by check or draft of the Paying Agent upon the presentation of the Notes for payment and cancellation at the Paying Agent’s principal office in the City of Topeka, Kansas.

In any case where a Note payment date occurs on a date which is a Saturday, Sunday, or any day designated as a holiday by the Congress of the United States or by the Legislature of the State of Kansas and on which the Paying Agent is scheduled in the normal course of its operations to not be open to the public for conduct of its operations, then the payment of such principal, premium or interest need not be made on such maturity date, but may be made on the next succeeding business day with the same force and effect as if made on the applicable maturity date, and no interest shall accrue for the period after such scheduled maturity date.

SECTION 3. Prepayment of Notes. The Notes may be redeemed and prepaid by the City, in whole or in part, on any date occurring on or after September 1, 2024, by the payment of the principal amount thereof plus the accrued and unpaid interest thereon, to the date of such redemption.

The Notes may be redeemed in any Authorized Denomination and if the City elects to call for redemption less than all of the Notes which are at the time outstanding, the Notes shall be redeemed in such equitable manner as the City shall determine. In the case of a partial redemption of the Notes, then for all the purposes in connection with such redemption, each Authorized Denomination of face value of a Note shall be treated as though it was a separate Note of the minimum Authorized Denomination. If it is determined that one or more, but not all, of the Authorized Denominations of face value represented by any Note has been selected for

prepayment, then upon receipt of notice of such prepayment, the Owner shall forthwith present and surrender such Note to the Paying Agent (i) for payment of the principal amount thereof and accrued interest to the date of such redemption of the Authorized Denominations of face value of the Note called for redemption, and (ii) for exchange, without charge to the Owner, for a new Note or Notes of the aggregate principal amount of the unpaid portion of the principal amount of such Note. If the Owner of any Note of which one or more, but not all, of the Authorized Denominations of face value thereof has been selected for redemption shall fail to present such Note for payment for any reason, the Authorized Denominations prepaid shall, nevertheless, become due and payable on the date of the redemption, and no further interest shall accrue on such paid but unrepresented Authorized Denominations of face value from and after the date of such redemption.

The City shall give notice of any call for redemption and payment in writing to the Paying Agent not less than Forty-Five (45) days prior to the redemption date; and the Paying Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Notes so called not less than Thirty (30) days prior to the redemption date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State of Kansas which are in effect as of the date of giving any such notice. All notices of redemption given under the provisions of this Section shall state (i) the redemption date, (ii) the redemption price, (iii) if less than all Outstanding Notes are to be redeemed, the identification (and in the case of partial redemption, the respective principal amounts) of the Notes to be redeemed, (iv) that on the redemption date the principal amount, and premium, if any, will become due and payable upon each such Note or portion thereof which has been selected for redemption, and that the interest thereon shall cease to accrue from and after the redemption date, (v) any conditions required prior to redemption and payment, and (vi) that the Notes so selected for redemption are to be surrendered to or at the principal office of the Paying Agent for payment. The failure of any Owner of the Notes to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

With respect to optional redemptions, at the option of the City, such notice may be conditional upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and moneys are not received, such notice shall be of no force and effect, the Paying Agent shall not redeem such Notes and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Notes will not be redeemed.

On or prior to the redemption date, the City shall deposit with the Paying Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the redemption date, of all Notes or portions thereof selected for redemption on the redemption date. Upon the surrender by the Owners of Notes selected for redemption, the Paying Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the Authorized Denominations of face value represented by any Note is selected for redemption and surrendered and paid, then the Paying Agent shall prepare and furnish to the Owner thereof a new Note or Notes of the same maturity and in the amount of the unredeemed portion of such Note as provided

above. All Notes selected, called and surrendered for redemption shall be canceled by the Paying Agent and shall not be reissued.

Whenever any Note, or one or more of the Authorized Denominations of face value represented by any Note, has been selected for redemption and payment as provided in this Section, all interest on such Note, or such one or more of the Authorized Denominations of face value represented by any such Note, shall cease from and after the redemption date, provided funds are then available for its payment at the price hereinbefore specified.

SECTION 4. Designation of Paying Agent and Note Registrar; Agreement. Pursuant to K.S.A. 10-620 *et seq.*, the governing body hereby elects to have the provisions of the Kansas Bond Registration Law apply to the Notes and pursuant thereto, does hereby designate and appoint the Treasurer of the State of Kansas, Topeka, Kansas, as the Note Registrar and Paying Agent for the Notes (the "Paying Agent" or "Note Registrar"). The terms, conditions and provisions under which the State Treasurer will perform his duties as Note Registrar and Paying Agent for the Notes are set forth in an "Agreement between Issuer and Agent", dated as of December 21, 2023 (the "Agreement"). The form and text of the Agreement is hereby approved and accepted by the governing body, and all of the covenants, duties and responsibilities therein contained which are to be performed by and on behalf of the City are hereby declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and City Clerk are hereby authorized to execute and deliver the Agreement for and on behalf of the City. The entire text of the Agreement is by reference hereby incorporated in and made a part of this Resolution as though fully set forth at this place.

SECTION 5. Form of Notes. The Notes shall be in the usual and customary form and shall contain recitals as required by law, including a recital that they are issued under the authority of K.S.A. 10-123. The Notes shall further contain a recital that they are issued for the purpose of temporarily financing the costs of constructing the Project pursuant to the provisions of K.S.A. 65-162a *et seq.*, as amended and supplemented, and shall also contain a recital that they are subject to prepayment prior to maturity at the City's election in accordance with Section 3 hereof. The City's Bond Counsel, Triplett Woolf Garretson, LLC, is hereby authorized, ordered and directed to prepare the form and text of the certificates for the Notes, and to cause the same to be printed as the definitive certificates for the Notes.

SECTION 6. Registration of Ownership, Transfer and Exchange of Certificated Notes. Pursuant to the Agreement, the Note Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Notes (the "Registration Books") and the person(s) in whose name any Notes are registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes (the "Owner"). Payment of, or on account of the principal of and the interest on any Notes shall be made only to or upon the order of the Owner or his duly authorized agent. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Notes, including the interest thereon, to the extent of the sum or sums so paid.

The provisions, terms and conditions and requirements for the transfer and exchange of the Notes and for the replacement of a mutilated, lost, stolen or destroyed Note are fully set forth in

the Agreement. Replacement certificates delivered upon any transfer or exchange made in compliance with the provisions, terms, conditions, and requirements set forth in the Agreement shall be valid obligations of the City, evidencing the same debt as the certificated Note surrendered, shall be secured by the pledges made in this Resolution and shall be entitled to all of the security and benefits hereof to the same extent as the certificated Note surrendered.

SECTION 7. Execution of the Notes. The Notes shall be executed by the manual signature of the Mayor, shall have the City's official seal impressed thereon, and shall be attested by the manual signature of the City Clerk; and when so executed, the Notes shall be registered in the office of the City Clerk and in the Office of the Treasurer of the State of Kansas as required by law. After registration in the Office of the Treasurer of the State of Kansas, the Notes shall be countersigned by the manual signature of the City Clerk, attested by the City's official seal. In case any officer of the City or of the State whose signature shall appear on the Notes shall cease to be such officer before the actual delivery of the Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No Notes shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Note Registrar, and such duly executed Certificate of Authentication on any Note shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication on any Note shall be deemed to have been duly executed by the Note Registrar when manually signed by an authorized officer or signatory thereof, and it shall not be necessary that the same officer or signatory of the Note Registrar manually sign the Certificate of Authentication on all of the Notes issued under this Resolution.

SECTION 8. Payment of Costs. The City shall pay out of the proceeds of the Notes all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the Notes except (a) the reasonable fees and expenses of replacing a Note or Notes which have been mutilated, stolen, lost or destroyed, or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Notes.

SECTION 9. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the City the following funds and accounts:

(A) Project Fund (the "Project Fund"); and

(B) Principal and Interest Account for the "City of Neodesha, Kansas General Obligation Temporary Notes, Series A, 2023" (the "Series A, 2023 Notes Principal and Interest Account")

The Project Fund and Series A, 2023 Notes Principal and Interest Account shall be administered and maintained for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Notes. Moneys in the Project Fund shall be used to pay the costs associated with constructing the Project, as well as any applicable costs of issuance associated with (i) the issuance of the Notes or (ii) any general obligation bonds ultimately issued to retire such

Notes, and can be used, together with the Series A, 2023 Notes Principal and Interest Account, for the payment of principal of, or interest on the Notes, or the general obligation bonds hereafter issued, as the same may become due. The Series A, 2023 Notes Principal and Interest Account may be created as a subaccount of the City's Bond and Interest Fund.

SECTION 10. Delivery of Notes; Disposition of Proceeds. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Note in the form and manner hereinbefore specified, including a reasonable inventory quantity of Note certificates for transfer, exchange and replacement in accordance with the provisions hereof, and to cause the registration and countersignature thereof also as hereinbefore specified, all without unnecessary delay. The Notes have been sold to Bank of Commerce, Neodesha, Kansas and Community National Bank & Trust, Neodesha, Kansas, (collectively, the "Original Purchaser(s)"), in the principal amount of \$886,000 to each Original Purchaser, and shall be delivered to the Original Purchasers upon receipt by the City of the full purchase price therefor.

The proceeds from the sale of the Notes shall be deposited into the Treasury of the City for the credit of the funds and accounts created by Section 9 hereof, and shall be applied as follows:

(A) The amount of the proceeds representing accrued interest on the Notes, if any, shall be credited to the Series A, 2023 Notes Principal and Interest Account and shall be set aside to be used toward payment of the interest on the Notes; and

(B) \$1,772,000 of the proceeds of the Notes shall be credited to the Project Fund.

SECTION 11. Sale of the Notes; Authority to Enter into Purchase Agreement. The Notes shall be sold to the Original Purchaser hereinbefore named, at a price equal to the principal amount of the Notes, plus accrued interest from their dated date to the date of delivery of the Notes, if any. If requested by the Original Purchaser, the Mayor and City Clerk are hereby authorized, empowered, ordered and directed to execute a Purchase Agreement on behalf of the City with the Original Purchaser, such Purchase Agreement to be in such final form as may be agreed upon by the governing body and the Original Purchaser.

SECTION 12. Resolution Constitutes Contract, Remedies of Owner. The provisions of this Resolution, and all of the covenants and agreements herein contained, shall constitute a contract between the City and the Owners, and the Owners shall have the right:

(A) By mandamus or other suit, action or proceeding at law or in equity to enforce its rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State of Kansas,

(B) By suit, action or other proceeding in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust, and

(C) By suit, action or other proceeding in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners.

SECTION 13. Limitation on Actions by Owner; Remedies Cumulative; Delay or Omission Not Waiver. An Owner secured hereby shall have no right in any manner whatsoever by its action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the benefit of the Owner of the Notes. Nothing in this Resolution or in the Notes shall affect or impair the obligations of the City to pay at the date of maturity thereof or on any prepayment date established therefor, the principal of and the interest on the Notes to the Owner thereof or affect or impair the right of action of the Owner to enforce payment of the Notes held by it, or to reduce to judgment its claim against the City for payment of the principal and interest on the Notes. No remedy herein conferred upon the Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No delay or omission of the Owner to exercise any right or power accruing as an acquiescence therein, and every right, power and remedy given by this Resolution to the Owner, may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by the Owner on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owner shall be restored to its former position and right hereunder, and all rights remedies, powers and duties of the Owner shall continue as though no such proceedings had been taken.

SECTION 14. Amendments. The City may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owner, or (ii) to grant or confer upon the Owner any additional rights, remedies, powers or security, or (iii) to more precisely identify the Project or (iv) to conform this Resolution to the Code (as defined in Section 15 hereof) or future applicable Federal laws concerning tax-exempt obligations. The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of 100% of the Owners, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, no such modification or alteration shall, except with the written consent of the Owner:

(A) Extend the maturity of any payment of principal or interest due upon the Notes, or

(B) Effect a reduction in the amount which the City is required to pay by way of principal of or interest on the Notes.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the resolution of the City authorizing said modifications, as hereinabove provided for, duly certified, as well as proof of consent to such modification by the Owner as hereinabove required therefor. It shall not be necessary to note on the outstanding Notes any reference to such amendment or modification.

SECTION 15. Tax Covenants. The governing body of the City hereby covenants that so long as the Notes remain outstanding and unpaid, there will be no use made of the proceeds thereof which, if such use had been reasonably expected on the date of issuance and delivery, would have caused the Notes to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”); and that it will comply with all applicable requirements of Section 148 of the Code and Rules and Regulations of the United States Treasury Department thereunder for so long as the Notes remain outstanding and unpaid. The governing body hereby further covenants to take all such action in its power as may be required from time to time in order to assure the exclusion from gross income for purposes of Federal income taxation of the interest on the Notes, and to comply with all provisions of the Code, as the same be amended, and any applicable Rules and Regulations of the United States Treasury Department thereunder.

SECTION 16. Qualified Tax-Exempt Obligations. The governing body of the City hereby designates the Notes as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code.

SECTION 17. Severability. If any provision of the Resolution shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

SECTION 18. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

*[Remainder of Page Intentionally Left Blank]*



PASSED, ADOPTED AND APPROVED by the governing body of the City of Neodesha,  
Kansas, on November 30, 2023.

CITY OF NEODESHA, KANSAS

[seal]

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

ATTEST:

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

**CHANGE ORDER No. 1**

Date of Issuance: \_\_\_\_\_

Project Name: Neodesha Fall River Dam Repairs	Owner: City of Neodesha	Owner's Project Number:
Engineer's Project Number (if applicable): 35-18004-002-2005	Date of Contract:	
Contractor: Koehn Construction Services, LLC.	Funding Agency Project Number (if applicable):	

**The following changes are hereby made to the CONTRACT DOCUMENTS:**

**Justification:** The Notice of Award and Notice to Proceed will not be issued per the General Conditions. The Notice of Award will be issued on Wednesday, October 25th, 2023. The Notice to Proceed will be issued at a later date, no later than January 1, 2024. Contract times are unchanged and will commence on the Notice to Proceed date.

☒ **Change to CONTRACT PRICE**

Original CONTRACT PRICE:	\$	<u>905,000.00</u>
Current CONTRACT PRICE (as adjusted by previous CHANGE ORDERS):	\$	<u>905,000.00</u>
Increase in CONTRACT PRICE as of this Change Order:	\$	<u>18,273.62</u>
The new CONTRACT PRICE incorporating this CHANGE ORDER:	\$	<u>923,273.62</u>

☐ **Change to CONTRACT TIME:**Original Contract Times: ☐ Working Days ☐ Calendar Days

Substantial completion (days or date): \_\_\_\_\_

Final completion (days or date): \_\_\_\_\_

The CONTRACT TIME (as adjusted by previous CHANGE ORDERS):

Substantial completion (days or date): \_\_\_\_\_

Final completion (days or date): \_\_\_\_\_

[Increase] [Decrease] in CONTRACT TIME as of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Final completion (days or date): \_\_\_\_\_

CONTRACT TIMES with all approved CHANGE ORDERS:

Substantial completion (days or date): \_\_\_\_\_

Final completion (days or date): \_\_\_\_\_

**REQUESTED:**By: [Signature]  
Contractor (Authorized Signature)Date: 11/07/2023

Approved by Funding Agency (if applicable): \_\_\_\_\_

**RECOMMENDED:**By: [Signature]  
Engineer (Authorized Signature)Date: 11/9/2023**ACCEPTED:**By: Mayor  
Owner (Authorized Signature)Date: 11/30/2023

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

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared By



Endorsed By



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# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Neodesha** ("Owner") and **Koehn Construction Services** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Neodesha Fall River Dam – Southeast Abutment Repairs**

## ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Neodesha Fall River Dam – Southeast Abutment Repairs**

## ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Professional Engineering Consultants, P.A.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Professional Engineering Consultants, P.A.**

## ARTICLE 4—CONTRACT TIMES

### 4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **April 14, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **May 14, 2024**.

### 4.03 *Contract Times: Days*

- A. The Work will be substantially complete within **120** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **150** days after the date when the Contract Times commence to run.

### ~~4.04 *Milestones*~~

- ~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~

---

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).

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~~1. Milestone 1 [event & date/days]~~

~~2. Milestone 2 [event & date/days]~~

~~3. Milestone 3 [event & date/days]~~

#### 4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$1,200** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,200** for each day that expires after such time until the Work is completed and ready for final payment.
3. *Milestones*: Contractor shall pay Owner **\$1,200** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. Deleted

#### 4.06 *Special Damages*

~~A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~

~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for~~

~~Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~

~~C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

## ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

1) **Deleted**

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion **of entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **110** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **18** percent per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  - 7. Drawings (not attached but incorporated by reference) consisting of **15** sheets with each sheet bearing the following general title: **The City of Neodesha, Fall River Dam, Southeast Abutment Repairs.**
  - 8. Drawings listed on the attached sheet index.
  - 9. Addenda (numbers [number] to [number], inclusive).
  - 10. Exhibits to this Agreement (enumerated as follows):
    - a. **Contractor's Bid**
  - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.



- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

Owner:

City of Neodesha

(typed or printed name of organization)

By:

(individual's signature)

Date: 11/30/2023

(date signed)

Name: Devin Johnson

(typed or printed)

Title: Mayor

(typed or printed)

Attest:

(individual's signature)

Title: City Clerk

(typed or printed)

Address for giving notices:

City of Neodesha

PO Box 336

Neodesha, KS 66757

Designated Representative:

Name: Devin Johnson

(typed or printed)

Title: Mayor

(typed or printed)

Address:

City of Neodesha

PO Box 336

Neodesha, KS 66757

Phone: 620-325-2828

Email: djohnson@neodeshaks.org

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Koehn Construction Services, LLC

(typed or printed name of organization)

By:

(individual's signature)

Date: 11/07/2023

(date signed)

Name: Lyle Koehn

(typed or printed)

Title: CEO

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title: CFO

(typed or printed)

Address for giving notices:

Koehn Construction Services, LLC

PO Box 420

Fredonia, Ks 66736

Designated Representative:

Name: Lyle Koehn

(typed or printed)

Title: CEO

(typed or printed)

Address:

Koehn Construction Services, LLC

PO Box 420

Fredonia, Ks 66736

Phone: 620-378-3002

Email: lyle@koehncs.com

License No.: N/A

(where applicable)

State: Kansas

# **BID FORM FOR CONSTRUCTION CONTRACT**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## **ARTICLE 1—OWNER AND BIDDER**

1.01 This Bid is submitted to:

**City of Neodesha, Kansas**

**1407 N. 8<sup>th</sup> Street**

**Neodesha, KS 66757**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## **ARTICLE 2—ATTACHMENTS TO THIS BID**

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data;
- G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);
- H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048);
- I. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans."

### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

#### 3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 905,000
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### ARTICLE 4—DELETED

### ARTICLE 5—DELETED

### ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Deleted

6.03 Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

### ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

#### 7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### 7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

#### 7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
01	10/19/22

### ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

#### 8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all American Iron and Steel requirements.**
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

- A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

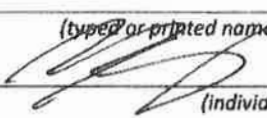
BIDDER hereby submits this Bid as set forth above:

Bidder:

Koehn Construction Services LLC

*(typed or printed name of organization)*

By:

  
*(individual's signature)*

Name: Lyle Koehn

*(typed or printed)*

Title: President

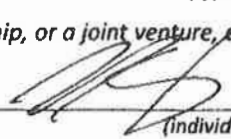
*(typed or printed)*

Date: 10/27/22

*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

  
*(individual's signature)*

Name: Lyle Koehn

*(typed or printed)*

Title: President

*(typed or printed)*

Date: 10/27/22

*(typed or printed)*

Address for giving notices:

PO Box 420, Fredonia Ks 66736

Bidder's Contact:

Name: Lyle Koehn

*(typed or printed)*

Title: President

*(typed or printed)*

Phone: 620-636-0016

Email: lyle@koehncs.com

Address:

1111 N. 2nd St, Fredonia, Ks 66736

PO Box 420, Fredonia Ks 66736

Bidder's Contractor License No.: (if applicable) N/A





**EMERGENCY SERVICES SUPPLY**

2637 Drew Perry Road  
Jefferson City, MO 65109

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**PURCHASE CONFIRMATION AND AGREEMENT**

**04/27/2023**

This document is provided as confirmation of the purchase order with Neodesha Fire Department of Neodesha KS for 2024 Type II Travois Ambulance on a 2024 Ford T-350 Transit HR, AWD chassis by Osage Ambulances.

(1) 2024 Osage Type II Transit HR Ambulance-----	\$126,545.00
(1) Stryker Power Load & Cot -----	\$51,383.35
(1) Trade-In Allowance of NFD Horton Type 1 Ambulance-----	<del>-\$45,000.00</del>
<b>TOTAL PURCHASE AGREEMENT -----</b>	<b>\$132,928.35</b>

***Note: Due to chassis volatility from Ford the chassis price and year model are subject to change without notice. Estimated chassis price as of this writing: \$54,000.00***

DELIVERY LOCATION:	Osage Plant or Neodesha KS (TBD by Neodesha FD)
DELIVERY TIME:	~Third Quarter 2024 (Dependent upon Chassis arrival from Ford)
PAYMENT:	Net on delivery per unit

\_\_\_\_\_  
Neodesha Fire Department

04/28/23  
Date

David Vance

David Vance  
Emergency Services Supply / Osage Ambulances

04/27/23  
Date



NOTES: THIS DRAWING IS NOT TO SCALE.  
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

Stock/Job#:	T426	Drawing#	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	ESS / DV	APPROVED		
End Customer:	NEODESHA FIRE EMS	Osage Industries, Inc.		
		TWIN RIDGE ROAD	P.O. BOX 713	LINN, MO. 65051
NOTICE		Drawn By:	TT	Date: 06-06-23
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:		Scale: NOT TO SCALE
		EXTERIOR LAYOUT		Revision#
				3

Rev. #	Revision Description	Date	Rev'd	App'vd
3				
2				
1				