

Table of Contents

Agenda	3
Approval of the March 22, 2022, City Commission Meeting minutes.	
Minutes - March 22, 2022.	6
Approval of staff request to appoint Monica LaForte and Jaime Dalton to first four-year terms as members of the Pittsburg Public Library Board of Trustees effective May 1, 2022, and concluding on April 30, 2026.	
Library Board of Trustees Appointments	8
Approval of staff recommendation to award the bid for the conversion of two tennis courts to six pickleball courts at the Four Oaks Complex to Gerald Perry Tennis Co. Inc., of Springfield, Missouri, in the amount of \$29,850.00, and authorize the Mayor to sign the necessary documents on behalf of the City.	
Pickleball Conversion Bids	9
Approval of staff recommendation to award the bid for the provision of asphaltic concrete material for the 2022 City Sales Tax Street Program and Crawford County, Kansas, consisting of an estimated total of 17,500 tons of asphaltic concrete base and surface mix to Heckert Construction Co., Inc., of Pittsburg, Kansas, based on their bids of: \$75.06 per ton SM9.5A (Virgin Mix) Asphalt; \$73.03 per ton SM12.5A (Virgin Mix) Asphalt; \$70.84 per ton SM19A (Virgin Mix) Asphalt; and an hourly cost for tandem truck delivery to Pittsburg, and authorize the Mayor and City Clerk to execute the contract documents once prepared.	
2022 City Sales tax Program Asphalt Material Bid Disp Memo	11
Approval of staff request to purchase a Bobcat T770 T4 Compact Track Loader through the cooperative purchase agreement for use by the Stormwater Collection Division of the Public Utilities Department in the amount of \$73,525.40, and authorize the issuance of the necessary purchase order.	
Bobcat purchase memo.	13
Approval of the application submitted by Bruce Jameson for water service outside the City of Pittsburg, Kansas, Corporate Limits to property located at 613 South 69 Highway.	
Jameson Application for water service	15
Approval of the Appropriation Ordinance for the period ending April 12, 2022, subject to the release of HUD expenditures when funds are received.	
Check list	19
VACATION - BEASLEY - 1302 RANDALL DRIVE - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve the request submitted by Justin and Anni Beasley for the vacation of part of Randall Drive in the East Meadows Addition.	
City Commission Memo - Vacate - Beasley - 1302 Randall Drive	39
Aerial Map - Vacate - Beasley - 1302 Randall Drive	41

ARVEST BANK - P & L DEVELOPMENT - SUBORDINATION AGREEMENTS - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to enter into new Subordination Agreements with Arvest Bank and P & L Development, LLC, relating to the Silverback housing development, as Arvest Bank is increasing its loan amount by \$288,000 on 1907 Carnie Smith (Lot #4), \$273,600 on 1901 Carnie Smith (Lot #1) and \$312,000 on 1632 Lou Martin (Lot #118).

Arvest Bank - P&L Development Memo.	42
1907 Carnie Smith - Lot #4	43
1901 Carnie Smith - Lot #1	55
1632 Lou Martin - Lot #118	67

APPOINTMENTS - HUMAN RELATIONS COMMISSION - Consider staff recommendation to appoint two individuals to fill unexpired terms as members of the Human Relations Commission effective immediately and concluding on December 31, 2022.

Human Relations Commission 2022 Appointments.	79
Cook Application	80
K. Lewis Application.	83
Poroj Application	93
Reid Skyles Application.	95

ATKINSON MUNICIPAL AIRPORT APRON RECONSTRUCTION PROJECT - Consider staff recommendation to award the bid for the Atkinson Municipal Airport Apron Reconstruction Project in the amount of \$2,253,974.20 to Amino Brothers Company, Inc., of Kansas City, Kansas, pending FAA Concurrence of Award, and to increase the City's match for the project from \$167,250 to \$232,222.

Airport Apron Project - Memo.	99
Airport Apron Project - Bid Award Letter	100
Airport Apron Project - Bid Tab	103
Airport Apron Project - Amino Brothers Bid	105
Airport Apron Project - Plan Holders	125
Airport Apron Project - Project Grant Summary.	128

MONTEE INDUSTRIAL PARK LEASE – Consider staff recommendation to enter into a ten year lease with Watco Transloading, L.L.C., for approximately twenty acres located in the Montee Industrial Park at a price of \$1 per year.

Watco Transloading, LLC Lease	129
---	-----

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 12, 2022
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Public Input

CONSENT AGENDA:

- a. Approval of the March 22, 2022, City Commission Meeting minutes.
- b. Approval of staff request to appoint Monica LaForte and Jaime Dalton to first four-year terms as members of the Pittsburg Public Library Board of Trustees effective May 1, 2022, and concluding on April 30, 2026.
- c. Approval of staff recommendation to award the bid for the conversion of two tennis courts to six pickleball courts at the Four Oaks Complex to Gerald Perry Tennis Co. Inc., of Springfield, Missouri, in the amount of \$29,850.00, and authorize the Mayor to sign the necessary documents on behalf of the City.
- d. Approval of staff recommendation to award the bid for the provision of asphaltic concrete material for the 2022 City Sales Tax Street Program and Crawford County, Kansas, consisting of an estimated total of 17,500 tons of asphaltic concrete base and surface mix to Heckert Construction Co., Inc., of Pittsburg, Kansas, based on their bids of: \$75.06 per ton SM9.5A (Virgin Mix) Asphalt; \$73.03 per ton SM12.5A (Virgin Mix) Asphalt; \$70.84 per ton SM19A (Virgin Mix) Asphalt; and an hourly cost for tandem truck delivery to Pittsburg, and authorize the Mayor and City Clerk to execute the contract documents once prepared.
- e. Approval of staff request to purchase a Bobcat T770 T4 Compact Track Loader through the cooperative purchase agreement for use by the Stormwater Collection Division of the Public Utilities Department in the amount of \$73,525.40, and authorize the issuance of the necessary purchase order.
- f. Approval of the application submitted by Bruce Jameson for water service outside the City of Pittsburg, Kansas, Corporate Limits to property located at 613 South 69 Highway.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 12, 2022
5:30 PM

- g. Approval of the Appropriation Ordinance for the period ending April 12, 2022, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

CONSIDER THE FOLLOWING:

- a. VACATION - BEASLEY - 1302 RANDALL DRIVE - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve the request submitted by Justin and Anni Beasley for the vacation of part of Randall Drive in the East Meadows Addition. **Approve or disapprove the recommendation and, if approved, direct staff to prepare the necessary Order.**
- b. ARVEST BANK - P & L DEVELOPMENT - SUBORDINATION AGREEMENTS - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to enter into new Subordination Agreements with Arvest Bank and P & L Development, LLC, relating to the Silverback housing development, as Arvest Bank is increasing its loan amount by \$288,000 on 1907 Carnie Smith (Lot #4), \$273,600 on 1901 Carnie Smith (Lot #1) and \$312,000 on 1632 Lou Martin (Lot #118). **Approve or disapprove the recommendation of the Economic Development Advisory Committee and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**
- c. APPOINTMENTS - HUMAN RELATIONS COMMISSION - Consider staff recommendation to appoint two individuals to fill unexpired terms as members of the Human Relations Commission effective immediately and concluding on December 31, 2022. **Appoint two individuals to the Human Relations Commission.**
- d. ATKINSON MUNICIPAL AIRPORT APRON RECONSTRUCTION PROJECT - Consider staff recommendation to award the bid for the Atkinson Municipal Airport Apron Reconstruction Project in the amount of \$2,253,974.20 to Amino Brothers Company, Inc., of Kansas City, Kansas, pending FAA Concurrence of Award, and to increase the City's match for the project from \$167,250 to \$232,222. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 12, 2022
5:30 PM

- e. MONTEE INDUSTRIAL PARK LEASE – Consider staff recommendation to enter into a ten year lease with Watco Transloading, L.L.C., for approximately twenty acres located in the Montee Industrial Park at a price of \$1 per year. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the lease on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 22, 2022

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, March 22nd, 2022, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Cheryl Brooks presiding and the following members present: Stu Hite, Dawn McNay, Chuck Munsell, and Ron Seglie.

Mayor Brooks led the flag salute.

INVOCATION – Major Patricia Johnson, on behalf of The Salvation Army, provided an invocation.

PROCLAMATION – Mayor Brooks proclaimed April 2nd to April 8th, 2022, as the Week of the Young Child in Pittsburg.

PROCLAMATION – Mayor Brooks proclaimed March 30th, 2022, as Pittsburg Community Child Care Learning Center Day in Pittsburg.

FISCAL YEAR 2020 ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING AWARD - Mayor Brooks congratulated the Finance Department for receiving the Excellence in Financial Reporting Award for the year 2020. Current Finance Director Larissa Bowman and Former Finance Director Jamie Clarkson were recognized for their efforts.

APPROVAL OF MINUTES – On motion of Munsell, seconded by McNay, the Governing Body approved the March 8, 2022, City Commission Meeting minutes as presented. Motion carried.

TRUCK PURCHASE – On motion of Munsell, seconded by McNay, the Governing Body approved staff request to purchase one 2022 Ford F-150 truck, for use by the Parks and Recreation Department, from Mike Carpino Ford utilizing the Sales Tax Capital Outlay Fund in the amount of \$27,200, and authorized the issuance of the necessary purchase order. Motion carried.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by McNay, the Governing Body approved the Appropriation Ordinance for the period ending March 22nd, 2022, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Hite, McNay, Munsell and Seglie. Motion carried.

RESOLUTION NO. 1251 – On motion of McNay, seconded by Hite, the Governing Body approved Resolution No. 1251, authorizing the offering for sale of General Obligation Bonds, Series 2022-A, of the City of Pittsburg, Kansas, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

STREET SALES TAX PROGRAM - Director of Public Works and Utilities Matt Bacon provided information regarding the Street Sales Tax Program.

Commissioner McNay requested information on See Click Fix be provided during the annual City Commission Work Day.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 22, 2022

DISPOSITION OF BIDS - NORTH JOPLIN STREET WATER TOWER BLAST AND PAINT - On motion of McNay, seconded by Munsell, the Governing Body approved staff recommendation to award the bid for the Blasting and Painting of the interior and exterior of the North Joplin Street Water Tower to Utility Service Co. based on their low bid in the amount of \$287,000, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

KANSAS CITY SOUTHERN RAILWAY COMPANY AGREEMENT – On motion of Hite, seconded by Seglie, the Governing Body approved staff recommendation to enter into an agreement with the Kansas City Southern Railway Company to improve the railroad crossing for the East Quincy Street Improvement Project from Joplin to Rouse Street, and authorized the Mayor and City Clerk to sign the necessary documents on behalf of the City. Motion carried.

DISPOSITION OF BIDS - CITY HALL PLAZA - FRONT STEPS/RAMP PROJECT – On motion of Munsell, seconded by Seglie, the Governing Body approved staff recommendation to award the bid for the City Hall Plaza front steps/ramp project to Sprouls Construction, Inc., of Lamar, Missouri, in the amount of \$284,187.25, and authorized the Mayor and City Clerk to execute the contract documents once prepared. Motion carried.

NON-AGENDA REPORTS AND REQUESTS:

CHANGE ORDER #1 - AQUATIC CENTER SANDBLASTING AND PAINTING – On motion of McNay, seconded by Hite, the Governing Body approved Change Order #1, reflecting an increase in the amount of \$17,255.00 to the contract with INSCO Industries, of Kansas City, Missouri, for the sandblasting and painting of the Aquatic Center, making the new contract amount \$152,710.00. Motion carried.

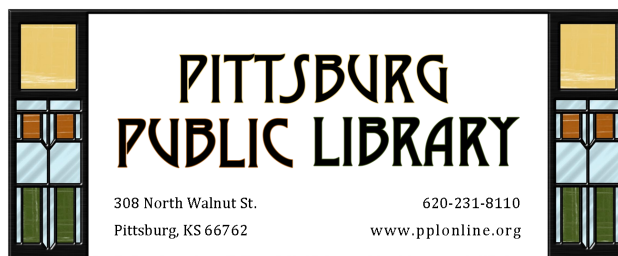
BIRTHDAYS – City Manager Daron Hall wished Deputy City Manager Jay Byers and City Engineer Pete Earles happy birthday.

ADJOURNMENT: On motion of Hite, seconded by McNay, the Governing Body adjourned the meeting at 6:36 p.m. Motion carried.

Cheryl L. Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk



March 18, 2022

Daron Hall
City Manager
Pittsburg, KS 66762

Dear Daron,

On behalf of the Pittsburg Public Library's Board of Trustees, I would like to request that the City Commission appoint Monica LaForte and Jaime Dalton as members of the library board.

They will replace Jamie Brooksher and Beth Geiger. Both Ms. Brooksher and Ms. Geiger have served the maximum two terms and have been outstanding board members. We deeply appreciate their service to the Pittsburg Public Library.

Ms. LaForte currently serves as Director of Migrant Services and ESOL Coordinator for USD 250. She has taught for over twenty years in the Pittsburg school district. Ms. LaForte is also enrolled in the Library Media Specialist Program at Pittsburg State University. She has been a strong advocate for the library and a frequent translator for library materials into Spanish.

Ms. Dalton is the Director of Career Services at Pittsburg State University. She not only has deep ties to the university but to the community, as well. She has served as a leader on numerous boards and as a volunteer, including Pittsburg Area Young Professionals, Pittsburg Area Chamber of Commerce, and Pittsburg Noon Kiwanis. Ms. Dalton is also a longtime library supporter.

I am very pleased that we have two such exceptional candidates for the Library Board of Trustees.

Thank you for your assistance in this matter.

Sincerely,

Bev Clarkson, Director
Pittsburg Public Library

Interoffice Memorandum

To: Daron Hall, City Manager

From: Toby Book, Director of Parks and Recreation
CC: Tammy Nagel, City Clerk

Date: April 5, 2022

Subject: April 12, 2022 City Commission Agenda Item
Pickleball Conversion of West Tennis Courts at Four Oaks Complex

The City of Pittsburg Parks and Recreation Department received one proposal for the conversion of two tennis courts into six pickleball courts located at the Four Oaks tennis courts. The estimated cost of this project is \$35,000.00.

One quoted proposal was received for this project: Gerald Perry Tennis Co. Inc. of Springfield, Missouri in the amount of \$29,850.00. The bid meets criteria set in the technical specifications section of the request for proposal. References have been checked for this contractor and no issues were discovered with previous work performed. A copy of the bid tab sheet is attached for review.

In this regard, would you please place an item on the agenda for the City Commission meeting scheduled for April 12, 2022. Staff is recommending the acceptance of the proposal from Gerald Perry Tennis Co. Inc. of Springfield, Missouri in the amount of \$29,850.00 for the Pickleball Conversion project. Action necessary will be to approve or disapprove the bid and if approved, authorize the Mayor to sign any necessary documents.

If you have any questions regarding this item, please do not hesitate to contact me.



The City of Pittsburg, Kansas
Recapitulation of Bids
Pickleball Courts

Tuesday, March 29th, 2022 - 2:00 p.m.

Name and Address of Bidder	TOTAL BID
Gerald Perry Tennis Co	\$29,850

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: April 4th, 2022

SUBJECT: Agenda Item – April 12th 2022
Disposition of Bids
2022 Sales Tax Program Asphalt Material

Bids were received on Tuesday, March 29, 2022, for the provision of asphaltic concrete materials for the 2022 City Sales Tax Street Program and the Crawford County Engineer's Office consisting of an estimated combined total of 17,500 tons of asphaltic concrete base and surface mix. The advertisement to bid was published in the newspaper and posted to the City's website, but only one (1) bid was received (see attached bid tabulation).

After reviewing the bid received, staff is recommending that the bid be awarded to Heckert Construction Co., Inc., of Pittsburg.

Please place this item on the agenda for the City Commission Meeting scheduled for Tuesday, April 12, 2022. Action necessary will be approval or disapproval of the recommendation to award the bid to the lone bidder and, if approved, authorize the Mayor and City Clerk to sign the contract documents once prepared.

Attachment: Bid Tabulation



The City of Pittsburg and Crawford County, Kansas
2022 Sales Tax Street Program Asphalt Material
Tuesday, March 29, 2022 -- 2:00 p.m.

Name and Address of Bidder	SM9.5A Asphalt (Per Ton) Virgin Mix & Less \$ For (RAP)		SM12.5A Asphalt (Per Ton) Virgin Mix & Less \$ For (RAP)		SM19A Asphalt (Per Ton) Virgin Mix & Less \$ For (RAP)		Driving Distance (Plant to 4 th & US69)	Minimum Tonnage For Start- Up/Start- Up Charge		Tandem Truck Delivery Hourly Cost
	VM	Less \$	VM	Less \$	VM	Less \$		75 Tons		
Heckert Construction Co	\$ 75.06	\$ 4.27	\$ 73.03	\$ 4.27	\$ 70.84	\$ 4.27	5 miles			\$5.75
									\$475.00	
	VM	\$	VM	\$	VM	\$				
	Less \$		Less \$		Less \$					
	VM	\$	VM	\$	VM	\$				
	Less \$		Less \$		Less \$					
	VM	\$	VM	\$	VM	\$				
	Less \$		Less \$		Less \$					
	VM		VM		VM					
	Less \$		Less \$		Less \$					



DEPARTMENT OF PUBLIC WORKS &
UTILITIES

1506 North Walnut · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: April 4th 2022

SUBJECT: Agenda Item – April 12, 2022
Purchase of Bobcat T770 T4 Compact Track Loader

Staff is requesting Governing Body approval the purchase a Bobcat T770 T4 Compact Track Loader through the cooperative purchase agreement, for Stormwater Collections. The total purchase amount is \$73,525.40.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 12th, 2022. Action necessary will be approval or disapproval of staff's request and, if approved, authorize the issuance of the necessary purchase order.

If you have any questions, please free to contact me.

Attachments: Product Quotation



Bobcat

Product Quotation

Quotation Number: AMS-04590

Date: 2022-01-20 08:23:23

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF PITTSBURG G900767 Attn: Jacob Cochran 1506 N Walnut St Pittsburg, KS 66762-2800	Trent Brown Bobcat of Joplin, Joplin, MO 751 S Malang Rd Joplin MO 64804 Phone: 417-385-1770 Fax:	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T770 T4 Bobcat Compact Track Loader	M0285	1	\$55,195.70	\$55,195.70
92 HP Turbo Tier 4 Diesel Engine	Lift Arm Support			
Air Intake Heater (Automatically Activated)	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front & Rear			
Backup Alarm	Operator Cab			
Bob-Tach	<ul style="list-style-type: none"> Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar, Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) 			
Bobcat Interlock Control System (BICS)	Parking Brake: Spring Applied, Pressure Released (SAPR)			
Controls: Bobcat Standard	Tracks: Rubber, 17.7" wide			
Engine/Hydraulic Systems Shutdown	Warranty: 2 years, or 2000 hours whichever occurs first			
Horn				
Instrumentation: Engine Temp & Fuel Gauges, Hourmeter, RPM and Warning Lights				
P69 Performance Package	M0285-P06-P69	1	\$5,219.20	\$5,219.20
Power Bob-Tach	Hydraulic Bucket Positioning			
7-Pin Attachment Control Kit	Automatic Ride Control			
High Flow	Reversing Fan			
2-Speed				
C37 Comfort Package	M0285-P07-C37	1	\$4,504.50	\$4,504.50
Enclosed Cab with AC/Heat	Deluxe Instrument Panel with Keyless Start			
Sound Reduction	Radio			
Cab Accessories Package	Heated Cloth Air Ride Suspension Seat			
Selectable Joystick Controls (SJC)	M0285-R01-C04	1	\$661.50	\$661.50
17.7" Multi-Bar Tracks	M0285-R09-C05	1	\$595.00	\$595.00
Roller Suspension Undercarriage	M0285-R21-C13	1	\$1,249.50	\$1,249.50
Total of Items Quoted				\$67,425.40
Dealer P.D.I.				\$300.00
Freight Charges				\$1,156.00
Dealer Assembly Charges				\$0.00
Other Charges: Material and Logistics				\$4,644.00
Quote Total - US dollars				\$73,525.40

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: April 5, 2022

SUBJECT: Agenda Item – April 12th 2022
Bruce Jameson Application for Water Service

The City staff is requesting the Governing Body approve Bruce Jameson's application for water service outside the City of Pittsburg KS corporate limits for property located at 613 S 69 Hwy. This location was previously served by a service line from 615 S Hwy 69.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 12, 2022. Action being requested is for the Governing Body to approve the application.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachment: Application for Water Service
Legal Description
Map

APPLICATION FOR WATER SERVICE OUTSIDE THE CITY OF PITTSBURG, KS CORPORATE LIMITS

PROPERTY OWNER(S) BRUCE JAMESON DATE 4-4 2022
TELEPHONE 620 687 0800 CURRENT ADDRESS 613 S. 69 HWY

The undersigned owners hereby request water service to the following real estate:

Physical address: 613 S. 69 HWY

Legal description of property:

As a prerequisite to the right to receive and to continue to receive water from the Pittsburg water system, the undersigned owners agree to the following:

1. To abide by and be subject to all ordinances, rules, and regulations pertaining to the delivery and use of water supplied by the City of Pittsburg.
2. To plat the above described real estate, or if in the opinion of the Governing Body said real estate cannot be properly platted until other adjacent areas are also platted, to execute an "Agreement to Plat", and to plat the above described real estate upon the written request of the Governing Body.
3. I hereby give consent to annexation of the above described real estate to the City of Pittsburg at the convenience of the Governing Body of the City of Pittsburg. This consent shall be binding upon the executors, administrators, grantees, heirs, trustees, successors, receivers, and assigns of the parties.
4. The agreements herein shall be deemed covenants running with the land and will be filed on record with the office of the Register of Deeds, Crawford County, Kansas.

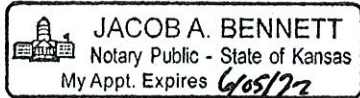
Property Owners

BRUCE JAMESON
Bruce Jameson

STATE OF KANSAS)
SS
CRAWFORD COUNTY)

BE IT REMEMBERED, that on this 5th day of April, A.D., 2022, before me, the undersigned, a Notary Public, in and for the County and State afore-said, came Bruce Jameson and _____, who are personally known to me to be the same persons who executed the foregoing instrument and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal on the day and year last above written.

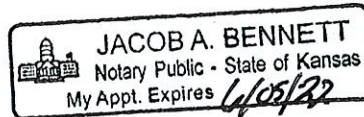


Jacob A. Bennett
Notary Public

(Seal)

My commission expires: 6/05/22

Recording fee paid and
County zoning permit received _____
(Date paid) (Amount)





VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 3/16/2022 THRU 4/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	4/01/2022			190761		
C-CHECK	VOID CHECK	V	4/01/2022			190762		
C-CHECK	VOID CHECK	V	4/01/2022			190776		
C-CHECK	VOID CHECK	V	4/01/2022			190777		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	4 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	4	0.00	0.00	0.00
BANK: * TOTALS:	4	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	4/01/2022			000000		1,409.23
0321	KP&F	D	3/18/2022			000000		49,280.83
0321	KP&F	D	4/01/2022			000000		49,049.07
0728	ICMA	D	3/18/2022			000000		3,141.56
0728	ICMA	D	4/01/2022			000000		1,411.57
1050	KPERS	D	3/18/2022			000000		41,084.32
1050	KPERS	D	4/01/2022			000000		39,075.59
3079	COMMERCE BANK	D	3/28/2022			000000		63,793.47
3570	AMERICAN EXPRESS, INC	D	4/04/2022			000000		346.50
4520	ETS CORPORATION	D	4/04/2022			000000		11,388.16
6415	GREAT WEST TANDEM KPERS 457	D	3/18/2022			000000		5,493.00
6415	GREAT WEST TANDEM KPERS 457	D	4/01/2022			000000		5,481.00
6952	ADP INC	D	3/18/2022			000000		9,295.37
7290	DELTA DENTAL OF KANSAS INC	D	3/18/2022			000000		2,350.80
7290	DELTA DENTAL OF KANSAS INC	D	3/25/2022			000000		3,190.95
7290	DELTA DENTAL OF KANSAS INC	D	4/01/2022			000000		5,154.35
7877	TRUSTMARK HEALTH BENEFITS INC	D	3/24/2022			000000		720.00
7877	TRUSTMARK HEALTH BENEFITS INC	D	3/31/2022			000000		20.55
8051	AFLAC GROUP INSURANCE	D	3/24/2022			000000		1,347.96
8526	HEALTH PLANS, INC	D	3/18/2022			000000		5,217.81
8526	HEALTH PLANS, INC	D	3/25/2022			000000		16,217.94
8526	HEALTH PLANS, INC	D	4/01/2022			000000		15,162.78

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8562	INFORMATION NETWORK OF KANSAS,	D	3/16/2022			000000		125.00
7567	MERIDIAN OIL & EQUIPMENT LLC	E	3/22/2022			014622		1,930.42
7791	C4 HOLDINGS LLC	E	3/22/2022			014623		378.38
8202	PETROLEUM TRADERS CORPORATION	E	3/22/2022			014624		28,220.13
8560	SOUTHERN UNIFORM AND TACTICAL,	E	3/22/2022			014625		668.89
0044	CRESTWOOD COUNTRY CLUB	E	3/22/2022			014626		227.00
0046	ETTINGERS OFFICE SUPPLY	E	3/22/2022			014627		287.94
0054	JOPLIN SUPPLY COMPANY	E	3/22/2022			014628		909.56
0068	BROOKS PLUMBING LLC	E	3/22/2022			014629		474.22
0087	FORMS ONE, LLC	E	3/22/2022			014630		495.07
0101	BUG-A-WAY INC	E	3/22/2022			014631		105.00
0105	PITTSBURG AUTOMOTIVE	E	3/22/2022			014632		2,185.77
0128	ASCENSION VIA CHRISTI HOSPITAL	E	3/22/2022			014633		496.00
0133	JIM RADELL CONSTRUCTION COMPAN	E	3/22/2022			014634		10,964.35
0272	BO'S 1 STOP INC	E	3/22/2022			014635		12,283.72
0276	JOE SMITH COMPANY, INC.	E	3/22/2022			014636		231.04
0292	UNIFIRST CORPORATION	E	3/22/2022			014637		66.00
0317	KUNSHEK CHAT & COAL CO, INC.	E	3/22/2022			014638		3,791.04
0409	WISEMAN'S DISCOUNT TIRE INC	E	3/22/2022			014639		184.00
0577	KANSAS GAS SERVICE	E	3/22/2022			014640		2,374.76
0627	BOETTCHER SUPPLY INC	E	3/22/2022			014641		251.99
0711	HAYNES EQUIPMENT CO INC	E	3/22/2022			014642		2,573.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0746	CDL ELECTRIC COMPANY INC	E	3/22/2022			014643		7,236.64
0753	COUNTY OF CRAWFORD	E	3/22/2022			014644		12,500.00
0844	HY-FLO EQUIPMENT CO., INC.	E	3/22/2022			014645		16.54
1478	KANSASLAND TIRE #1828	E	3/22/2022			014646		2,633.51
1792	B&L WATERWORKS SUPPLY, LLC	E	3/22/2022			014647		2,945.36
2005	GALLS PARENT HOLDINGS, LLC	E	3/22/2022			014648		276.10
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	3/22/2022			014649		
2707	THE LAWNSCAPE COMPANY, INC.	E	3/22/2022			014650		165.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	3/22/2022			014651		50.55
4603	KANSAS GOLF AND TURF INC	E	3/22/2022			014652		419.51
5552	NATIONAL SIGN CO INC	E	3/22/2022			014653		793.08
6175	HENRY C MENGHINI	E	3/22/2022			014654		138.00
6402	BEAN'S TOWING & AUTO BODY	E	3/22/2022			014655		684.76
7038	SIGNET COFFEE ROASTERS	E	3/22/2022			014656		43.75
7167	QUADIENT LEASING USA INC	E	3/22/2022			014657		345.93
7427	OLSSON INC	E	3/22/2022			014658		19,462.91
7667	BRENT'S ELECTRIC, LLC	E	3/22/2022			014659		221.25
7739	COMMUNITIES IN SCHOOLS OF MID	E	3/22/2022			014660		17,500.00
7939	JOHN M WARREN INC	E	3/22/2022			014661		634.85
8560	SOUTHERN UNIFORM AND TACTICAL,	E	3/28/2022			014662		128.07
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	3/28/2022			014663		301.00
0046	ETTINGERS OFFICE SUPPLY	E	3/28/2022			014664		15.83

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0055	JOHN'S SPORT CENTER, INC.	E	3/28/2022			014665		2,464.95
0068	BROOKS PLUMBING LLC	E	3/28/2022			014666		582.34
0101	BUG-A-WAY INC	E	3/28/2022			014667		120.00
0105	PITTSBURG AUTOMOTIVE	E	3/28/2022			014668		235.95
0112	MARRONES INC	E	3/28/2022			014669		116.09
0203	GADES SALES CO INC	E	3/28/2022			014670		1,055.28
0276	JOE SMITH COMPANY, INC.	E	3/28/2022			014671		64.80
0294	COPY PRODUCTS, INC.	E	3/28/2022			014672		1,743.42
0317	KUNSHEK CHAT & COAL CO, INC.	E	3/28/2022			014673		1,361.88
0409	WISEMAN'S DISCOUNT TIRE INC	E	3/28/2022			014674		37.80
0534	TYLER TECHNOLOGIES INC	E	3/28/2022			014675		1,300.00
0577	KANSAS GAS SERVICE	E	3/28/2022			014676		381.76
0659	PAYNES INC	E	3/28/2022			014677		750.34
0746	CDL ELECTRIC COMPANY INC	E	3/28/2022			014678		80.00
0784	MIRACLE RECREATION EQUIP CO	E	3/28/2022			014679		150.00
0866	AVFUEL CORPORATION	E	3/28/2022			014680		31,376.68
1097	BARCO MUNICIPAL PRODUCTS INC	E	3/28/2022			014681		472.00
1478	KANSASLAND TIRE #1828	E	3/28/2022			014682		737.29
1792	B&L WATERWORKS SUPPLY, LLC	E	3/28/2022			014683		1,957.46
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	3/28/2022			014684		1,351.16
2767	BRENNTAG SOUTHWEST, INC	E	3/28/2022			014685		3,548.20
3376	ALL STAR PRO GOLF INC	E	3/28/2022			014686		165.98

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 3/16/2022 THRU 4/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4307	HENRY KRAFT, INC.	E	3/28/2022			014687		70.55
6198	CHARLES HOSMAN	E	3/28/2022			014688		2,400.00
6402	BEAN'S TOWING & AUTO BODY	E	3/28/2022			014689		3,546.42
6595	AMAZON.COM, INC	E	3/28/2022			014690		16,573.11
6822	ELIZABETH BRADSHAW	E	3/28/2022			014691		821.48
6926	MARTIN KYLE SAYRE	E	3/28/2022			014692		838.64
6936	HAWKINS INC	E	3/28/2022			014693		4,675.44
6995	SUMMER WARREN	E	3/28/2022			014694		29.00
7038	SIGNET COFFEE ROASTERS	E	3/28/2022			014695		136.25
7151	QUADIENT FINANCE USA INC	E	3/28/2022			014696		1,300.00
7407	LIMELIGHT MARKETING LLC	E	3/28/2022			014697		366.00
7427	OLSSON INC	E	3/28/2022			014698		2,209.00
7559	MEGAN LYNN MUNGER	E	3/28/2022			014699		174.00
7806	CORE & MAIN LP	E	3/28/2022			014700		19,995.00
8147	CHEM-AQUA, INC.	E	3/28/2022			014701		407.21
8291	ELYSE MUSIL	E	3/28/2022			014702		275.00
8309	MISSISSIPPI LIME COMPANY	E	3/28/2022			014703		7,739.32
8325	FLEET FUELS LLC	E	3/28/2022			014704		132.00
8548	ISELA AYALA	E	3/28/2022			014705		50.00
8563	CHEMUNG SUPPLY CORP	E	3/28/2022			014706		511.40
8211	UMB BANK N.A.	E	3/29/2022			014707		166,974.04
1208	KANSAS CITY SOUTHERN RAILWAY C	E	4/04/2022			014883		417,832.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 3/16/2022 THRU 4/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7567	MERIDIAN OIL & EQUIPMENT LLC	E	4/04/2022			014884		207.62
8236	NORTHGATE ASSOCIATES LLC	E	4/04/2022			014885		8,537.72
8275	ADCOMP SYSYEMS INC	E	4/04/2022			014886		5,352.60
8467	WASTE CORPORATION OF KANSAS, L	E	4/04/2022			014887		18.24
8560	SOUTHERN UNIFORM AND TACTICAL,	E	4/04/2022			014888		1,097.35
8566	CARROLL SEATING COMPANY, INC	E	4/04/2022			014889		1,200.00
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	4/04/2022			014890		100.00
0046	ETTINGERS OFFICE SUPPLY	E	4/04/2022			014891		862.38
0054	JOPLIN SUPPLY COMPANY	E	4/04/2022			014892		74.87
0055	JOHN'S SPORT CENTER, INC.	E	4/04/2022			014893		1,007.08
0105	PITTSBURG AUTOMOTIVE	E	4/04/2022			014894		1,961.10
0201	SPICER-ADAMS WELDING, INC.	E	4/04/2022			014895		100.00
0276	JOE SMITH COMPANY, INC.	E	4/04/2022			014896		860.42
0317	KUNSHEK CHAT & COAL CO, INC.	E	4/04/2022			014897		1,383.46
0335	CUSTOM AWARDS, LLC	E	4/04/2022			014898		294.68
0455	LARRY BARRETT BODY * FRAME * T	E	4/04/2022			014899		3,465.55
0534	TYLER TECHNOLOGIES INC	E	4/04/2022			014900		390.00
0577	KANSAS GAS SERVICE	E	4/04/2022			014901		18,911.66
0659	PAYNES INC	E	4/04/2022			014902		810.92
0695	BERBERICH TRAHAN & CO PA	E	4/04/2022			014903		25,000.00
0746	CDL ELECTRIC COMPANY INC	E	4/04/2022			014904		342.50
0779	PITTSBURG COMMUNITY THEATRE	E	4/04/2022			014905		2,787.71

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0823	TOUCHTON ELECTRIC INC	E	4/04/2022			014906		462.60
1478	KANSASLAND TIRE #1828	E	4/04/2022			014907		1,645.89
1733	BMI, INC	E	4/04/2022			014908		11,550.04
2005	GALLS PARENT HOLDINGS, LLC	E	4/04/2022			014909		96.60
2825	STATE OF KANSAS	E	4/04/2022			014910		465.94
2960	PACE ANALYTICAL SERVICES LLC	E	4/04/2022			014911		2,938.00
3261	PITTSBURG AUTO GLASS	E	4/04/2022			014912		625.00
3668	MID AMERICA PROPERTIES OF PITT	E	4/04/2022			014913		660.00
3802	BRENNTAG MID-SOUTH INC	E	4/04/2022			014914		2,411.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	4/04/2022			014915		188.25
5420	AQUIONICS INC	E	4/04/2022			014916		1,841.10
5648	JASON WISKE	E	4/04/2022			014917		1,000.00
6060	UNIQUE METAL FABRICATIONS INC	E	4/04/2022			014918		1,350.00
6577	GREENSPRO INC	E	4/04/2022			014919		8,008.00
7407	LIMELIGHT MARKETING LLC	E	4/04/2022			014920		500.00
7427	OLSSON INC	E	4/04/2022			014921		13,551.40
7620	POMP'S TIRE SERVICE INC	E	4/04/2022			014922		3,191.86
7661	LOGAN WENDT	E	4/04/2022			014923		505.00
7963	PLAYSCAPE RECREATION	E	4/04/2022			014924		9,092.82
7995	HERITAGE TRACTOR INC	E	4/04/2022			014925		182.44
8046	CONVERGEONE, INC.	E	4/04/2022			014926		6,405.00
8147	CHEM-AQUA, INC.	E	4/04/2022			014927		407.21

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 3/16/2022 THRU 4/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8309	MISSISSIPPI LIME COMPANY	E	4/04/2022			014928		7,464.69
8326	KAYLYN HITE	E	4/04/2022			014929		1,000.00
8337	BLACKSTONE AUDIO, INC.	E	4/04/2022			014930		123.30
8535	HEALTH PLANS, INC	E	4/04/2022			014931		40,894.03
8548	ISELA AYALA	E	4/04/2022			014932		25.00
8565	JOANNE L. SMITH	E	4/04/2022			014933		595.00
1	A-1 MINI STORAGE	R	3/21/2022			190703		55.00
7856	BARDAVON HEALTH INNOVATIONS, L	R	3/21/2022			190704		225.00
7279	CLAYTON HOLDINGS, LLC	R	3/21/2022			190705		23,752.54
5759	COMMUNITY HEALTH CENTER OF SEK	R	3/21/2022			190706		12,536.00
7648	COVERTTRACK GROUP INC	R	3/21/2022			190707		720.00
0095	CRAWFORD COUNTY TREASURER	R	3/21/2022			190708		1,324.50
0375	WICHITA WATER CONDITIONING	R	3/21/2022			190709		42.50
1108	EVERGY KANSAS CENTRAL INC	R	3/21/2022			190710		4,078.25
8545	FORTLINE, INC	R	3/21/2022			190711		52,850.00
1	FUN ZONE DEPOT	R	3/21/2022			190712		93.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	3/21/2022			190713		3,408.20
7945	LUCKY-BUT LAWN CARE, LLC	R	3/21/2022			190714		175.00
8505	PITTSBURG PUBLISHING COMPANY,	R	3/21/2022			190715		229.83
7392	ASSURECO RISK MANAGEMENT & REG	R	3/21/2022			190716		350.00
5732	NATES LAWN AND LANDSCAPE INC	R	3/21/2022			190717		2,690.00
7301	PITTSBURG AREA YOUNG PROFESSIO	R	3/21/2022			190718		250.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 3/16/2022 THRU 4/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8375	TRASH HOG LLC	R	3/21/2022			190719		990.38
6260	TRANE	R	3/21/2022			190720		816.00
5533	GN-BANK	R	3/22/2022			190721		61,403.50
5561	AT&T MOBILITY	R	3/25/2022			190722		136.20
5480	BITNER MOTORS	R	3/25/2022			190723		65.00
5966	BERRY COMPANIES, INC.	R	3/25/2022			190724		598.50
0146	CHAPMAN'S LOCKSMITHING	R	3/25/2022			190725		150.00
5283	CLASS LTD	R	3/25/2022			190726		43.20
7990	COMPASS HEALTH TECHNOLOGIES	R	3/25/2022			190727		750.00
4263	COX COMMUNICATIONS KANSAS LLC	R	3/25/2022			190728		34.64
0095	CRAWFORD COUNTY TREASURER	R	3/25/2022			190729		858.25
8514	CULLUM & BROWN OF KANSAS CITY,	R	3/25/2022			190730		1,300.69
1108	EVERGY KANSAS CENTRAL INC	R	3/25/2022			190731		32.96
8545	FORTLINE, INC	R	3/25/2022			190732		2,484.00
8242	PITTSBURG HIGHLANDS LP	R	3/25/2022			190733		6,373.19
7270	SECURITY 1ST TITLE, LLC	R	3/25/2022			190734		250.00
6260	TRANE	R	3/25/2022			190735		73,303.20
8430	EQUIPMENTSHARE.COM, INC	R	3/25/2022			190736		770.00
7651	K & D'S LIQUORS, LLC	R	3/25/2022			190737		120.72
0004	MATT BACON	R	4/01/2022			190753		562.50
6545	CENTER POINT INC	R	4/01/2022			190754		181.27
1616	CITY OF PITTSBURG	R	4/01/2022			190755		100.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 3/16/2022 THRU 4/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5759	COMMUNITY HEALTH CENTER OF SEK	R	4/01/2022			190756		25.00
4263	COX COMMUNICATIONS KANSAS LLC	R	4/01/2022			190757		96.55
4263	COX COMMUNICATIONS KANSAS LLC	R	4/01/2022			190758		49.33
6717	DUO-SAFETY LADDER CORPORATION	R	4/01/2022			190759		63.70
1108	EVERGY KANSAS CENTRAL INC	R	4/01/2022			190760		73,584.77
8545	FORTLINE, INC	R	4/01/2022			190763		4,540.13
8523	INSCO INDUSTRIES, INC	R	4/01/2022			190764		60,000.00
7414	KANSAS GAS SERVICE (ESG)	R	4/01/2022			190765		180.00
2877	KDHE - BUREAU OF WATER	R	4/01/2022			190766		20.00
8431	CHARLES KITCHIN	R	4/01/2022			190767		80.00
0033	LOU'S GLOVES	R	4/01/2022			190768		657.00
1	MOORE, DONNA J	R	4/01/2022			190769		50.00
8505	PITTSBURG PUBLISHING COMPANY,	R	4/01/2022			190770		104.25
8531	TAMARA JO NYACHIRA	R	4/01/2022			190771		40.00
7480	RODGER PETRAIT	R	4/01/2022			190772		80.00
1343	PITTSBURG KIWANIS CLUB	R	4/01/2022			190773		180.00
6536	POLYDYNE INC	R	4/01/2022			190774		4,434.12
8375	TRASH HOG LLC	R	4/01/2022			190775		905.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	4/01/2022			190778		30.00
6811	SYMBOL ARTS LLC	R	4/01/2022			190779		1,491.50
2276	UNITED PARCEL SERVICE, INC	R	4/01/2022			190780		100.36
5589	CELLCO PARTNERSHIP	R	4/01/2022			190781		112.37

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 3/16/2022 THRU 4/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8430	EQUIPMENTSHARE.COM, INC	R	4/01/2022			190782		2,678.96

* * T O T A L S * *		NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	61			403,607.06	0.00	403,607.06
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	23			329,757.81	0.00	329,757.81
EFT:	137			1,024,666.19	0.00	1,024,666.19
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144TOTALS:	221		1,758,031.06	0.00	1,758,031.06
BANK: 80144 TOTALS:	221		1,758,031.06	0.00	1,758,031.06

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1982	KENNETH N STOTTS, SR	E	4/04/2022			014876		440.00
3668	MID AMERICA PROPERTIES OF PITT	E	4/04/2022			014877		2,251.00
6298	L. KEVAN SCHUPBACH	E	4/04/2022			014878		510.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	4/04/2022			014879		397.00
6926	MARTIN KYLE SAYRE	E	4/04/2022			014880		179.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	4/04/2022			014881		288.00
8549	JENNIFER STOOKEY	E	4/04/2022			014882		750.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	4/01/2022			190752		85.00

* * T O T A L S * *		NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		1		85.00	0.00	85.00
HAND CHECKS:		0		0.00	0.00	0.00
DRAFTS:		0		0.00	0.00	0.00
EFT:		7		4,815.00	0.00	4,815.00
NON CHECKS:		0		0.00	0.00	0.00
VOID CHECKS:		0	VOID DEBITS	0.00		
			VOID CREDITS	0.00	0.00	
TOTAL ERRORS: 0						
		NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99	BANK: EHV	8	TOTALS:	4,900.00	0.00	4,900.00
BANK: EHV	TOTALS:	8		4,900.00	0.00	4,900.00

VENDOR SET: 99 City of Pittsburgh, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 3/16/2022 THRU 4/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5906	JOHN HINRICHS	E	4/04/2022			014788		181.00
5961	LAWRENCE A VANBECELAERE	E	4/04/2022			014789		61.00
7717	LAWRENCE E GIGER	E	4/04/2022			014790		665.00
7837	MARJI RENTALS, LLC	E	4/04/2022			014791		273.00
8191	KURT E GALE	E	4/04/2022			014792		600.00
8498	PITTSBURG HIGHLANDS GP, LLC	E	4/04/2022			014793		2,256.00
8512	GORILLA GRIP LLC	E	4/04/2022			014794		987.00
0372	CONNER REALTY	E	4/04/2022			014795		914.00
1008	BENJAMIN M BEASLEY	E	4/04/2022			014796		1,027.00
1231	JOHN LOVELL	E	4/04/2022			014797		205.00
1609	PHILLIP H. O'MALLEY	E	4/04/2022			014798		3,300.00
2542	YOST PROPERTIES	E	4/04/2022			014799		129.00
3082	JOHN R JONES	E	4/04/2022			014800		334.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	4/04/2022			014801		132.00
3162	TOM YOAKAM	E	4/04/2022			014802		693.00
3218	CHERYL L BROOKS	E	4/04/2022			014803		222.00
3272	DUNCAN HOUSING LLC	E	4/04/2022			014804		3,331.00
3273	RICHARD F THENIKL	E	4/04/2022			014805		656.00
3294	JOHN R SMITH	E	4/04/2022			014806		670.00
3668	MID AMERICA PROPERTIES OF PITT	E	4/04/2022			014807		10,922.00
4054	MICHAEL A SMITH	E	4/04/2022			014808		619.00
4492	PITTSBURG SENIORS LP	E	4/04/2022			014809		3,054.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5393	ANGELES PROPERTIES LLC - HAP	E	4/04/2022			014810		2,137.00
5549	DELBERT BAIR	E	4/04/2022			014811		282.00
5656	EARL L. HARTMAN	E	4/04/2022			014812		684.00
5658	DEANNA J HIGGINS	E	4/04/2022			014813		582.00
5676	BARBARA TODD	E	4/04/2022			014814		23.00
5796	JOHN A ESLICK	E	4/04/2022			014815		470.00
5817	JAMA ENTERPRISES LLP	E	4/04/2022			014816		623.00
5834	DENNIS TROUT	E	4/04/2022			014817		403.00
5957	PASTEUR PROPERTIES	E	4/04/2022			014818		3,756.00
6090	RANDAL BENNEFELD	E	4/04/2022			014819		728.00
6161	MICHAEL J STOTTS	E	4/04/2022			014820		165.00
6172	ANDREW A. WACHTER	E	4/04/2022			014821		216.00
6269	EDWARD SWOR	E	4/04/2022			014822		353.00
6298	L. KEVAN SCHUPBACH	E	4/04/2022			014823		8,676.00
6333	JANA DALRYMPLE	E	4/04/2022			014824		617.00
6394	KEVIN R. HALL	E	4/04/2022			014825		2,984.00
6441	HEATHER MASON WHITE	E	4/04/2022			014826		980.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	4/04/2022			014827		11,765.00
6673	JUDITH A COLLINS	E	4/04/2022			014828		176.00
6694	DELBERT BAIR	E	4/04/2022			014829		464.00
6708	CHARLES R. MERTZ	E	4/04/2022			014830		410.00
6877	CHRISTOPHER KYLE BATTAGLIA	E	4/04/2022			014831		846.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 3/16/2022 THRU 4/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6886	DELBERT BAIR	E	4/04/2022			014832		472.00
6916	STILWELL HERITAGE & EDUCATIONA	E	4/04/2022			014833		1,867.00
7083	PITTSBURG HEIGHTS, LP	E	4/04/2022			014834		3,439.00
7112	RANDY VILELA BODY REPAIR, TRU	E	4/04/2022			014835		442.00
7294	AMMP PROPERTIES, LLC	E	4/04/2022			014836		848.00
7312	JASON HARRIS	E	4/04/2022			014837		301.00
7326	RANDY ALLEE	E	4/04/2022			014838		287.00
7431	R&R RENTALS OF PITTSBURG LLC	E	4/04/2022			014839		153.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	4/04/2022			014840		289.00
7554	TRAVIS R RIDGWAY	E	4/04/2022			014841		545.00
7582	KIRK A DUNCAN	E	4/04/2022			014842		661.00
7587	DAVID RUA	E	4/04/2022			014843		478.00
7612	ENDICOTT RENTALS, LLC	E	4/04/2022			014844		567.00
7645	SEWARD RENTALS, LLC	E	4/04/2022			014845		967.00
7654	A & R RENTALS, LLC	E	4/04/2022			014846		1,874.00
7669	CHARLES GILMORE	E	4/04/2022			014847		533.00
7741	SUSAN E ADAMS	E	4/04/2022			014848		181.00
7805	KIRK DARROW	E	4/04/2022			014849		366.00
7864	CB HOMES LLC	E	4/04/2022			014850		800.00
7866	JAMES MICHAEL HORTON	E	4/04/2022			014851		2,946.65
7918	CITY OF LEAVENWORTH	E	4/04/2022			014852		1,084.34
7965	JAVA PROPERTIES LLC	E	4/04/2022			014853		491.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 3/16/2022 THRU 4/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8005	REMINGTON SQUARE APARTMENTS OF	E	4/04/2022			014854		7,750.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	4/04/2022			014855		2,967.00
8174	MICHAEL A SMITH	E	4/04/2022			014856		547.00
8266	RYAN SCHULTEIS	E	4/04/2022			014857		850.00
8302	PAUL CHRISTMAN	E	4/04/2022			014858		1,559.00
8329	CHARLES P. SIMPSON	E	4/04/2022			014859		472.00
8402	BEVERLY D PETERSON	E	4/04/2022			014860		767.00
8403	SETH P GOLLHOFER	E	4/04/2022			014861		204.00
8426	JOHN F KENNEDY	E	4/04/2022			014862		484.00
8455	WILLIAM JOSHUA JAMESON	E	4/04/2022			014863		562.00
8492	RUSSELL F. MIZE	E	4/04/2022			014864		514.00
8502	JON BARTLOW	E	4/04/2022			014865		262.00
8549	JENNIFER STOOKEY	E	4/04/2022			014866		750.00
8552	TAMARA ROGERS	E	4/04/2022			014867		288.00
6152	MARTHA R CAMPBELL	R	4/01/2022			190743		353.00
6585	CLASS HOMES 1 LLC	R	4/01/2022			190744		111.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	4/01/2022			190745		1,550.00
7616	STEVE KUPLIN	R	4/01/2022			190746		239.00
8177	MISSISSIPPI REGIONAL HOUSING A	R	4/01/2022			190747		659.38
8427	RENT-MOORE LLC	R	4/01/2022			190748		625.00
1800	DAN R. RODABAUGH	R	4/01/2022			190749		447.00
6451	NAZAR SAMAN	R	4/01/2022			190750		648.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 3/16/2022 THRU 4/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0472	LARRY SPRESSER	R	4/01/2022			190751		472.00

* * T O T A L S * *		NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		9		5,104.38	0.00	5,104.38
HAND CHECKS:		0		0.00	0.00	0.00
DRAFTS:		0		0.00	0.00	0.00
EFT:		80		106,138.99	0.00	106,138.99
NON CHECKS:		0		0.00	0.00	0.00
VOID CHECKS:		0	VOID DEBITS	0.00		
			VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

		NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99	BANK: HAP	TOTALS:	89	111,243.37	0.00	111,243.37
BANK: HAP		TOTALS:	89	111,243.37	0.00	111,243.37

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8456	DIAMOND SENIOR DEVELOPMENT PIT	E	4/04/2022			014868		246.00
8512	GORILLA GRIP LLC	E	4/04/2022			014869		550.00
3668	MID AMERICA PROPERTIES OF PITT	E	4/04/2022			014870		875.00
5534	SYCAMORE VILLAGE RES LP	E	4/04/2022			014871		614.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	4/04/2022			014872		700.00
6926	MARTIN KYLE SAYRE	E	4/04/2022			014873		650.00
7083	PITTSBURG HEIGHTS, LP	E	4/04/2022			014874		515.00
8005	REMINGTON SQUARE APARTMENTS OF	E	4/04/2022			014875		675.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	8	4,825.00	0.00	4,825.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: TBRA TOTALS:	8	4,825.00	0.00	4,825.00
BANK: TBRA TOTALS:	8	4,825.00	0.00	4,825.00
REPORT TOTALS:	326	1,878,999.43	0.00	1,878,999.43


Passed and approved this 12th day of April, 2022.

Cheryl L. Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

To: Daron Hall, City Manager
CC: Tammy Nagel, City Clerk
From: Dexter Neisler, Zoning Administrator (DN:dg) 
Date: April 5, 2022
Subject: Agenda Item – April 12, 2022
Vacate: Randall Drive

The Planning Commission/Board of Zoning Appeals, in its meeting of March 28, 2022, considered a request submitted by Justin and Anni Beasley to vacate that part of Randall Drive in East Meadows Addition starting at the southernly property line of Lots 15 and 24, in Block 1, of the East Meadows Addition and running northeasterly approximately 225 feet more or less to the end of the cul-de-sac; said street right-of-way proposed to be vacated is bordered by Lots 15, 16, 17, 22, 23, and 24, in Block 1, of the East Meadow Addition to Pittsburg, Kansas.

Character of Neighborhood: This vacation does not change the character of the neighborhood in any way.

Zoning and Nearby Property Use: This vacation does not affect the use of any nearby property in any way.

Project Suitability for Proposed Use: This project is suitable for the proposed use as it does not change or affect any existing features including streets, drainage areas, or sanitary sewers.

Detrimental Affects to Nearby Properties: This vacation will not pose any detrimental affects to any nearby properties.

Affects to Public Health, Safety, & Welfare: Public health, safety, and welfare will not be affected by this vacation.

Staff Recommendation: Approve. This vacation does not change or affect the character of the neighborhood.

In this regard, would you place this item on the agenda for the City Commission meeting scheduled for April 12, 2022.

Requested Action: For the Governing Body to approve or disapprove the vacation submitted by Justin and Anni Beasley, and if approved, direct staff to prepare the appropriate Order.

If you have any questions regarding this matter, please feel free to contact me at 620-230-5517.

Sincerely,

Dexter Neisler
Zoning Administrator

DN:dg 





Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: April 7, 2022

SUBJECT: April 12, 2022 Agenda Item
Arvest Bank debt subordination agreements

In 2018, the City issued a \$450,000 loan to P & L Development in support of the Silverback housing development. As Arvest Bank is the primary lender for the project, the bank took first position on the loan with the City securing a second position on the P & L property until the loan is repaid in December 2023.

Arvest Bank has requested approval of three debt subordination agreements in order to facilitate the construction of three new homes within the Silverback development. The addresses and lot numbers associated with this request are as follows:

1907 Carnie Smith (Lot# 4) / \$288,000
1901 Carnie Smith (Lot# 1) / \$273,600
1632 Lou Martin (Lot# 118) / \$312,000

The EDAC considered these subordination agreements on April 6, 2022, and recommended approval of the agreements.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 12, 2022. Action being requested is approval of the submitted subordination agreements and authorization for the Mayor to sign the appropriate documents.

After recording to be returned to:

Arvest Bank
Attn: Jared Turnbull
216 N. Broadway
Pittsburg, Kansas 66762

DEBT AND MORTGAGE SUBORDINATION AGREEMENT

This Debt and Mortgage Subordination Agreement (“**Agreement**”) is executed and entered into this ____ day of _____, 2022, but effective for all purposes as of February 14th, 2022 (the “**Effective Date**”), by and among **ARVEST BANK**, an Arkansas banking association (“**Senior Creditor**”), **P & L DEVELOPMENT, LLC**, a Kansas limited liability company (“**Borrower**”), and **THE CITY OF PITTSBURG, KANSAS**, a Kansas municipality (“**Subordinated Lender**”).

RECITALS:

A. Pursuant to a Promissory Note dated February 14th, 2022 from Borrower to Senior Creditor, Senior Creditor made a loan to Borrower for the original principal sum of Two Hundred Eighty-Eighty Thousand and No/Dollars (\$288,000.00) (as amended, modified, extended or increased from time to time, the “**Senior Loan**”) pursuant to various loan documents dated February 14th, 2022 by and between Borrower and Senior Creditor (as amended or modified from time to time, collectively with the Loan Agreement, the “**Senior Loan Documents**”), including, but not limited to a Mortgage (With Future Advance Clause) from Borrower to Lender dated February 14th, 2022 and recorded on February, 15th 2022 in the records of the Register of Crawford County, Kansas as Document No.0652-0620 (the “**Senior Mortgage**”), which covers the real property identified on Exhibit A hereto and all improvements thereon (the “**Mortgaged Property**”).

C. Pursuant to a Loan Agreement and Security Agreement dated November 19, 2018 by and between Subordinated Lender and Borrower, Subordinated Lender has extended a \$450,000 loan to Borrower (as amended, modified, extended or increased from time to time, the “**Subordinated Loan**”), as secured by a Second Mortgage from Borrower to Lender dated February 5, 2019 and recorded on February 21, 2019 in the records of the Register of Crawford County, Kansas as Document No. 0636-0514 (the “**Subordinated Mortgage**”), which also covers the Mortgaged Property.

D. It is the intention of Senior Creditor, Subordinated Lender, and Borrower that any and all Subordinated Loans, all liens securing the Subordinated Loans, and claims for payment of the same shall be junior and subordinate to the Senior Loan and the liens created in favor Senior

Creditor pursuant to the Senior Loan Document and to any other additional, further indebtedness, future indebtedness, or renewals thereof or otherwise of Borrower to Senior Creditor.

E. The Subordinated Mortgage is intended to be subordinate to Senior Creditor's lien under the Senior Mortgage, and as a condition to the extension of credit pursuant to the Senior Loan, Senior Creditor has required that Subordinated Lender, and Borrower enter into a subordination agreement agreeing to subordinate any indebtedness owed to Subordinated Lender by Borrower and any liens securing the Subordinated Loan to the Senior Mortgage, the Senior Loan, and the interest of the Senior Creditor.

F. Borrower and Subordinated Lender acknowledge that their execution of this Agreement is a condition to Senior Creditor having extended the Senior Loan.

G. In addition, Subordinated Lender has also subordinated the Subordinated Loans and the Subordinated Mortgage to Senior Creditor's existing \$1,431,000 loan dated March 5, 2019 pursuant to a Debt and Mortgage Subordination Agreement dated as of July 9, 2019 (the "**Existing Subordination Agreement**"). The Existing Subordination Agreement provides that any other additional, further indebtedness, future indebtedness, or renewals of Borrower to Senior Creditor shall also be subordinated.

H. This Agreement is given in addition to the Existing Subordination Agreement, and pursuant to the terms thereof, Subordinated Lender subordinates the Subordinated Debt to the additional indebtedness of Borrower to Senior Creditor as described herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE **DEFINITIONS**

1.1. **Definitions.** For all purposes of this agreement and wherever the same herein appear, the term:

(a) "**Subordinated Debt**" shall mean and include the principal of, interest on, and all other amounts owing in connection with, all duties, obligations and liabilities of Borrower to Subordinated Lender, or any successor, assign, transferee, person or entity in which Borrower, or any subsidiary thereof, owns a legal or beneficial interest, of every kind and description, whether direct or indirect, absolute or contingent, joint and/or several, due or to become due, now existing or hereafter arising, regardless of how they arise or by whatever agreement or instrument they may be evidenced, including but not limited to that certain Promissory Note of Borrower to Subordinated Lender dated November 19, 2018 for the principal sum of \$450,000.00, together with all amendments, modifications, restatements or renewals thereof.

(b) "**Senior Debt**" shall mean all principal, interest, fees, costs, expenses (including attorneys' fees), liabilities, obligations and other amounts payable under or with

respect to the Senior Loan, the Senior Loan Documents, the Senior Debt described in the Existing Subordination Agreement, any other additional, further indebtedness, future indebtedness, or renewals of Borrower to Senior Creditor, and all other documents and instruments executed or delivered in connection therewith (collectively, the “**Security Instruments**”), at any time and from time to time, and all amendments, modifications, renewals, extensions, increases substitutions or rearrangements of any of the foregoing.

ARTICLE TWO

SUBORDINATION OF LIENS

2.1. Agreement for Subordination of Subordinated Debt and Subordinated Mortgage.

(a) **Subordination of Subordinated Mortgage.** Subordinated Lender agrees to, and hereby does, subordinate all of its right, title and interest in the Mortgaged Property and all other mortgaged property described in the Subordinated Mortgage to the lien of the Senior Creditor under the Senior Mortgage. Subordinated Lender also subordinates all of its right, title and interest in and to such Mortgaged Property to the lien of Senior Creditor evidenced by any financing statements or assignments of rents and leases executed or authorized by Borrower in favor of Senior Creditor.

(b) **Subordination of Subordinated Debt.** The Subordinated Debt and any extensions, modifications, amendments, substitutions or refinances thereof is hereby made expressly wholly subordinate and junior to the Senior Debt whether now or hereafter outstanding to the extent and in the manner set forth in this Agreement. Each holder of Senior Debt and each holder of Subordinated Debt, whether now outstanding or hereafter created, incurred, assumed or guaranteed, shall be deemed to have acquired Senior Debt or Subordinated Debt, respectively, in reliance upon the provisions contained in this Agreement.

Notwithstanding the foregoing, until the Senior Debt is repaid in full, including payment of all outstanding principal, interest, late fees and other charges, only to the extent that such payments will not cause an Event of Default to occur under the Senior Loan Documents, Subordinated Lender may accept and retain scheduled payments of principal and interest on the Subordinated Debt, but no other payments of the Subordinated Debt; *provided*, that neither Borrower nor any obligor of the Subordinated Debt shall make any payment in respect of the Subordinated Debt, whether pursuant to the terms of the Promissory Note evidencing the Subordinated Debt or otherwise, upon acceleration or otherwise, and Subordinated Lender shall not accept any payment in respect of the Subordinated Debt, if at the time of such payment an Event of Default exists and continues under the Senior Loan Documents and Senior Lender has given Subordinated Lender written notice of such Event of Default, such notice has not been retracted by Senior Lender, and such Event of Default continues to exist as of the date of such payment to Subordinated Lender.

All payments or distributions upon or with respect to the Subordinated Debt that are received by Subordinated Lender in contravention of the foregoing, shall be received in trust for the benefit of Senior Lender, shall upon written request be segregated from other funds and property held by Subordinated Lender, and shall be forthwith paid over to Senior Lender in the

same form as so received (with any necessary endorsement) to be applied to or held as collateral for the payment or prepayment of the Senior Debt.

(c) Subordination of Claims. Borrower and Subordinated Lender also agree any and all claims of Subordinated Lender against Borrower, now or hereafter existing, are, and shall be at all times, subject and subordinate to any and all claims, now or hereafter existing that Senior Lender may have against Borrower (including any claim by Senior Lender for interest accruing after any assignment for the benefit of creditors by Borrower or the institution by or against Borrower of any proceedings under the Bankruptcy Code, or any claim by Senior Lender for any such interest that would have accrued in the absence of such assignment or the institution of such proceedings).

2.2. Intentionally Deleted.

2.3. Application of Proceeds.

(a) Senior Creditor and Subordinated Lender agree that upon an Event of Default under any of the Senior Loan Documents existing past any applicable cure period, the proceeds of any sale, disposition, or other realization upon any Collateral shall be applied by the Senior Creditor in the following order of priority:

First: to the Senior Creditor, an amount equal to any unpaid expenses of such sale, disposition or other realization, all expenses, liabilities and advances incurred or made by the Senior Creditor in connection therewith and all reasonable attorneys' fees incurred in connection therewith;

Second: to the Senior Creditor, an amount equal to the unpaid principal, accrued interest, fees and other amounts payable with respect to the Senior Debt, whether or not then due and owing, including without limitation any costs and expenses of Senior Creditor and its representatives payable under the Security Instruments;

Third: to any other secured subordinated lender in accordance with Senior Creditor's agreement with such party, an amount equal to the unpaid principal, accrued interest, fees and other amounts payable with respect to such secured party's subordinated debt, whether or not then due and owing, including without limitation any costs and expenses of such subordinated secured party and its representatives payable under any documents or instruments relating to such creditor's subordinated debt;

Fourth: any surplus then remaining shall be paid to Borrower or its respective successors or assigns, to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct, including to Subordinated Lender if so directed.

(b) Nothing contained in this Section 2.3 shall be construed to entitle Subordinated Lender to receive any distributions contrary to the terms of the Subordinated Debt or applicable laws.

(c) As to Borrower nothing contained herein in this Section 2.3 shall be construed or shall constitute a waiver of any rights or a modification of any terms granted Borrower and set forth in the Security Instruments with respect to Senior Creditor.

2.4. No Commencement of Any Proceeding. Subordinated Lender disclaims any senior security interest in the Collateral, and the Subordinated Debt is secured only by the subordinate lien on the Collateral described herein. Subordinated Lender agrees that, so long as any of the Senior Debt shall remain unpaid, they shall not exercise any right, power or remedy with respect to the Collateral.

2.5. Limitation on Senior Creditor's Duties in Respect of Collateral. Senior Creditor shall not have any duty to Subordinated Lender as to any Collateral in its possession or control or in the possession or control of any of its agents or nominees, or any income thereon, or as to the preservation of rights against prior parties or any other rights pertaining thereto.

2.6. Insurance and Condemnation Proceeds. In the event Senior Creditor shall release or permit the use of (for the purposes of the restoration of all or any part of any improvements on the Collateral) either: (a) the proceeds under policies of insurance; or (b) any condemnation awards, or other compensation, made for any damages, losses or compensation for other rights by reason of a taking in eminent domain (such proceeds, awards, and other compensation being collectively called the "**Proceeds**"), then Subordinated Lender shall likewise for such purpose, release or permit the use of, all of its respective right, title and interest, if any, in and to all such Proceeds; *provided*, that Subordinated Lender hereby disclaims any interest in such Proceeds. Subordinated Lender further assigns and transfers to Senior Creditor all of Subordinated Lender's right, title, interest and claim, if any, in and to the Proceeds for so long as any of the Senior Debt remains unpaid. Subordinated Lender agrees that the Proceeds may be distributed and applied in the manner provided in the Loan Agreement and Security Instruments, which provisions shall govern and control any contrary provisions of the subordinated promissory note given by Borrower to Subordinated Lender for Subordinated Loan.

ARTICLE THREE **MISCELLANEOUS**

3.1. Rights of Subrogation. No payment or distribution to the Senior Creditor pursuant to the provisions of this Agreement shall entitle Subordinated Lender or any other holder of all or any portion of the Subordinated Debt to exercise any rights of subrogation in respect thereof until the Senior Debt have been paid in full.

3.2. Rights Concerning Loans. The rights of the Senior Creditor and the obligations of Subordinated Lender and any other holder of all or any portion of the Subordinated Debt under this Agreement shall remain in full force and effect until the Senior Loan and the Senior Debt shall be paid in full, irrespective of:

(a) any lack of validity or enforceability of the Promissory Notes or any of them evidencing the Senior Loan, the Senior Loan Documents, this Agreement, or any other Security Instrument;

(b) any change in the amount, manner, place or terms of payment or change or extension of the time of payment of or renewal or alteration of the Senior Debt in any respect, or any modification or amendment of any Security Instruments;

(c) sale, exchange, release or other dealings with all or any part of any property pledged or mortgaged by whomsoever at any time to secure the Senior Debt;

(d) any release of any guarantor to the extent liable or otherwise obligated for the Senior Debt;

(e) exercise or refrain from exercising any rights against Borrower and others;

(f) application of any sums, by whomsoever paid or howsoever realized, to the Senior Debt in any manner or order in Senior Creditor's sole discretion;

(g) any exchange, release or non-perfection of any interest in any of the Collateral securing the Senior Debt, or any release, amendment or waiver of or consent to departure from any guaranty for the Senior Debt; and

(h) any other circumstance or event that might otherwise constitute a defense available to, or a discharge of, Borrower in respect of the Senior Debt or Subordinated Debt, or Subordinated Lender in respect of this Agreement.

3.3 Evidence of Subordinated Debt. Subordinated Lender agrees that all Subordinated Debt that currently exists or may be hereafter acquired will be evidenced by either a promissory note(s) from Borrower to Subordinated Lender or an accounting entry on Borrower's books showing the account payable to Subordinated Lender, which shall be secured only on a subordinate basis to the Senior Debt.

3.4. Right of Assignment. This Agreement and the Senior Creditor's rights in and to the Senior Debt may be assigned by Senior Creditor in connection with any assignment or transfer of all or any part of the Senior Debt.

3.5. Books and Records. Borrower agrees to cause its books to show that Subordinated Debt is subordinated to the Senior Debt in the manner and to the extent set forth in this Agreement.

3.6. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with, and the rights of the parties shall be governed by, the internal laws of the State of Kansas and applicable federal laws.

3.7. Amendments. This Agreement shall not be changed orally but shall be changed only by agreement in writing signed by the party against whom such amendment is sought to be enforced. No course of dealing between the parties, no usage of trade and no parole or extrinsic

evidence of any nature shall be used to supplement or modify any of the terms or provisions of this Agreement.

3.8. Partial Invalidity. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. Each waiver in this Agreement is subject to the overriding and controlling rule that it shall be effective only if and to the extent that: (a) it is not prohibited by applicable law and (b) applicable law neither provides for nor allows any material sanctions to be imposed against Senior Creditor for having bargained for and obtained it.

3.9. Pronouns; Interpretation. The pronouns used in this Agreement are in the masculine and neuter genders but shall be construed as feminine, masculine or neuter as occasion may require. “Subordinated Lender”, “Senior Creditor”, and “Borrower” as used in this Agreement include the heirs, devisees, executors, administrators, personal representatives, trustees, beneficiaries, conservators, receivers, successors, transferees and assigns of those parties. This Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Wherever the term “including” or a similar term is used in this Agreement, it shall be read as if it were written “including by way of example only and without in any way limiting the generality of the clause or concept referred to.”

3.10. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to their subject matter and supersedes all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter. The parties acknowledge and agree there is no oral agreement between the parties that has not been incorporated in this Agreement.

3.11. Non-waiver. No delay or failure by Senior Creditor to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

3.12. Waivers by Subordinated Lender. Subordinated Lender and Borrower each hereby waive presentment, demand, protest, promptness, diligence, notice of acceptance and any other notice with respect to any of the Senior Debt, the Subordinated Debt or this Agreement, and further waive any requirement that Senior Creditor protect, secure, perfect or insure any security interest or lien or any property subject thereto, or exhaust any right or take any action against either Borrower, any other person or any collateral. No notice to or demand on Borrower or Subordinated Lender shall be deemed a waiver of any right of Senior Creditor to take further action without notice or demand.

3.13. Notice of Default. Subordinated Lender agrees to promptly notify Senior Creditor of any default or breach of any term or condition of any Subordinated Debt or any document evidencing or associated with the same. Senior Creditor agrees to promptly notify Subordinated

Lender of any default or breach of any term or condition of any of the Senior Debt or any document evidencing or associated with the same.

3.14. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

3.15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

3.16. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, personal representatives, successors and assigns. Subordinated Lender shall not sell, assign, pledge, encumber or otherwise dispose of any Subordinate Debt unless such sale, assignment, pledge, encumbrance or disposition is made expressly subject to the terms and provisions of this Agreement and the transferee shall enter into an agreement with Senior Creditor acknowledging that it is bound by such terms and provisions. Nothing herein is intended or shall be construed to give any other person or entity any right, remedy or claim with respect to this Agreement, the Senior Debt or Subordinated Debt.

3.17. Recording. This Agreement shall be recorded in the records of the Register of Crawford County, Kansas to evidence the subordination of the Subordinated Mortgage, and the parties hereto hereby consent to such recording.

[SIGNATURE PAGE(S) FOLLOW(S)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

SENIOR CREDITOR:

ARVEST BANK,
an Arkansas banking corporation

By: _____
Jared Turnbull, Community Market President

STATE OF KANSAS)
) ss:
COUNTY OF CRAWFORD)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **JARED TURNBULL**, to me personally well known, who stated that he is the Community Market President of **ARVEST BANK**, an Arkansas banking corporation, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said bank, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2021.

Notary Public

My commission expires:

(S E A L)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

BORROWER:

P & L DEVELOPMENT, LLC,
a Kansas limited liability company

By: _____
Mickey M. Vena, Managing Member

STATE OF KANSAS)
) ss:
COUNTY OF CRAWFORD)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **MICKEY M. VENA**, to me personally well known, who stated that he is the Managing Member of **P & L DEVELOPMENT, LLC**, a Kansas limited liability company, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2021.

Notary Public

My commission expires:

(S E A L)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

SUBORDINATED LENDER:

THE CITY OF PITTSBURG, KANSAS

By: _____
Cheryl Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk

STATE OF KANSAS)
) ss:
COUNTY OF CRAWFORD)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **CHERYL BROOKS and TAMMY NAGEL**, to me personally well known, who stated that they are the Mayor and City Clerk, respectively, of **THE CITY OF PITTSBURG, KANSAS**, and were duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said municipality, and further stated and acknowledged that they had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2021.

Notary Public

My commission expires:

(S E A L)

EXHIBIT A
MORTGAGED PROPERTY

Lots Numbered One (1), ~~Two (2)~~, Three (3), Four (4), Five (5), Six (6), ~~Seven (7)~~, Eight (8), ~~Nine (9)~~, ~~Ten (10)~~, ~~Eleven (11)~~, ~~Twelve (12)~~, ~~Thirteen (13)~~, ~~Fourteen (14)~~, ~~Fifteen (15)~~, ~~Sixteen (16)~~, Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty one (21), Twenty two (22), Twenty three (23), Twenty four (24), Twenty five (25), Twenty six (26), Twenty seven (27), Twenty eight (28), Twenty nine (29), Thirty (30), Thirty one (31), Thirty two (32), Thirty three (33), Thirty four (34), Thirty five (35), Thirty six (36), Thirty seven (37), Thirty eight (38), Thirty nine (39), Forty (40), Forty one (41), Forty two (42), Forty three (43), Forty four (44), Forty five (45), Forty six (46), Forty seven (47), Forty eight (48), Forty nine (49), Fifty (50), Fifty one (51), Fifty two (52), Fifty Three (53), Fifty Four (54), Fifty five (55), Fifty six (56), Fifty seven (57), Fifty eight (58), Fifty nine (59), Sixty (60), Sixty one (61), Sixty two (62), Sixty three (63), Sixty four (64), Sixty five (65), Sixty six (66), Sixty seven (67), Sixty eight (68), Sixty nine (69), Seventy (70), Seventy one (71), Seventy two (72), Seventy three (73), Seventy four (74), Seventy five (75), Seventy Six (76), Seventy seven (77), Seventy eight (78), Seventy nine (79), Eighty (80), Eighty one (81), Eighty two (82), Eighty three (83), Eighty four (84), Eighty five (85), Eighty six (86), Eighty seven (87), Eighty eight (88), Eighty nine (89), Ninety (90), Ninety one (91), Ninety two (92), Ninety three (93), Ninety four (94), Ninety five (95), Ninety six (96), Ninety seven (97), Ninety eight (98), Ninety nine (99), One hundred (100), One hundred one (101), One hundred two (102), One hundred three (103), One hundred four (104), One hundred five (105), One hundred six (106), One hundred seven (107), One hundred eight (108), One hundred nine (109), One hundred ten (110), One hundred eleven (111), One hundred twelve (112), One hundred thirteen (113), One hundred fourteen (114), One hundred fifteen (115), One hundred sixteen (116), One hundred seventeen (117), One hundred eighteen (118) in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

After recording to be returned to:

Arvest Bank
Attn: Jared Turnbull
216 N. Broadway
Pittsburg, Kansas 66762

DEBT AND MORTGAGE SUBORDINATION AGREEMENT

This Debt and Mortgage Subordination Agreement (“**Agreement**”) is executed and entered into this ____ day of _____, 2022, but effective for all purposes as of February 14th, 2022 (the “**Effective Date**”), by and among **ARVEST BANK**, an Arkansas banking association (“**Senior Creditor**”), **P & L DEVELOPMENT, LLC**, a Kansas limited liability company (“**Borrower**”), and **THE CITY OF PITTSBURG, KANSAS**, a Kansas municipality (“**Subordinated Lender**”).

RECITALS:

A. Pursuant to a Promissory Note dated February 14th, 2022 from Borrower to Senior Creditor, Senior Creditor made a loan to Borrower for the original principal sum of Two Hundred Seventy-Three Thousand Six Hundred and No/Dollars (\$273,600.00) (as amended, modified, extended or increased from time to time, the “**Senior Loan**”) pursuant to various loan documents dated February 14th, 2022 by and between Borrower and Senior Creditor (as amended or modified from time to time, collectively with the Loan Agreement, the “**Senior Loan Documents**”), including, but not limited to a Mortgage (With Future Advance Clause) from Borrower to Lender dated February 14th, 2022 and recorded on February, 15th 2022 in the records of the Register of Crawford County, Kansas as Document No.0652-0169 (the “**Senior Mortgage**”), which covers the real property identified on Exhibit A hereto and all improvements thereon (the “**Mortgaged Property**”).

C. Pursuant to a Loan Agreement and Security Agreement dated November 19, 2018 by and between Subordinated Lender and Borrower, Subordinated Lender has extended a \$450,000 loan to Borrower (as amended, modified, extended or increased from time to time, the “**Subordinated Loan**”), as secured by a Second Mortgage from Borrower to Lender dated February 5, 2019 and recorded on February 21, 2019 in the records of the Register of Crawford County, Kansas as Document No. 0636-0514 (the “**Subordinated Mortgage**”), which also covers the Mortgaged Property.

D. It is the intention of Senior Creditor, Subordinated Lender, and Borrower that any and all Subordinated Loans, all liens securing the Subordinated Loans, and claims for payment of the same shall be junior and subordinate to the Senior Loan and the liens created in favor Senior

Creditor pursuant to the Senior Loan Document and to any other additional, further indebtedness, future indebtedness, or renewals thereof or otherwise of Borrower to Senior Creditor.

E. The Subordinated Mortgage is intended to be subordinate to Senior Creditor's lien under the Senior Mortgage, and as a condition to the extension of credit pursuant to the Senior Loan, Senior Creditor has required that Subordinated Lender, and Borrower enter into a subordination agreement agreeing to subordinate any indebtedness owed to Subordinated Lender by Borrower and any liens securing the Subordinated Loan to the Senior Mortgage, the Senior Loan, and the interest of the Senior Creditor.

F. Borrower and Subordinated Lender acknowledge that their execution of this Agreement is a condition to Senior Creditor having extended the Senior Loan.

G. In addition, Subordinated Lender has also subordinated the Subordinated Loans and the Subordinated Mortgage to Senior Creditor's existing \$1,431,000 loan dated March 5, 2019 pursuant to a Debt and Mortgage Subordination Agreement dated as of July 9, 2019 (the "**Existing Subordination Agreement**"). The Existing Subordination Agreement provides that any other additional, further indebtedness, future indebtedness, or renewals of Borrower to Senior Creditor shall also be subordinated.

H. This Agreement is given in addition to the Existing Subordination Agreement, and pursuant to the terms thereof, Subordinated Lender subordinates the Subordinated Debt to the additional indebtedness of Borrower to Senior Creditor as described herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE **DEFINITIONS**

1.1. **Definitions.** For all purposes of this agreement and wherever the same herein appear, the term:

(a) "**Subordinated Debt**" shall mean and include the principal of, interest on, and all other amounts owing in connection with, all duties, obligations and liabilities of Borrower to Subordinated Lender, or any successor, assign, transferee, person or entity in which Borrower, or any subsidiary thereof, owns a legal or beneficial interest, of every kind and description, whether direct or indirect, absolute or contingent, joint and/or several, due or to become due, now existing or hereafter arising, regardless of how they arise or by whatever agreement or instrument they may be evidenced, including but not limited to that certain Promissory Note of Borrower to Subordinated Lender dated November 19, 2018 for the principal sum of \$450,000.00, together with all amendments, modifications, restatements or renewals thereof.

(b) "**Senior Debt**" shall mean all principal, interest, fees, costs, expenses (including attorneys' fees), liabilities, obligations and other amounts payable under or with

respect to the Senior Loan, the Senior Loan Documents, the Senior Debt described in the Existing Subordination Agreement, any other additional, further indebtedness, future indebtedness, or renewals of Borrower to Senior Creditor, and all other documents and instruments executed or delivered in connection therewith (collectively, the “**Security Instruments**”), at any time and from time to time, and all amendments, modifications, renewals, extensions, increases substitutions or rearrangements of any of the foregoing.

ARTICLE TWO **SUBORDINATION OF LIENS**

2.1. Agreement for Subordination of Subordinated Debt and Subordinated Mortgage.

(a) **Subordination of Subordinated Mortgage.** Subordinated Lender agrees to, and hereby does, subordinate all of its right, title and interest in the Mortgaged Property and all other mortgaged property described in the Subordinated Mortgage to the lien of the Senior Creditor under the Senior Mortgage. Subordinated Lender also subordinates all of its right, title and interest in and to such Mortgaged Property to the lien of Senior Creditor evidenced by any financing statements or assignments of rents and leases executed or authorized by Borrower in favor of Senior Creditor.

(b) **Subordination of Subordinated Debt.** The Subordinated Debt and any extensions, modifications, amendments, substitutions or refinances thereof is hereby made expressly wholly subordinate and junior to the Senior Debt whether now or hereafter outstanding to the extent and in the manner set forth in this Agreement. Each holder of Senior Debt and each holder of Subordinated Debt, whether now outstanding or hereafter created, incurred, assumed or guaranteed, shall be deemed to have acquired Senior Debt or Subordinated Debt, respectively, in reliance upon the provisions contained in this Agreement.

Notwithstanding the foregoing, until the Senior Debt is repaid in full, including payment of all outstanding principal, interest, late fees and other charges, only to the extent that such payments will not cause an Event of Default to occur under the Senior Loan Documents, Subordinated Lender may accept and retain scheduled payments of principal and interest on the Subordinated Debt, but no other payments of the Subordinated Debt; *provided*, that neither Borrower nor any obligor of the Subordinated Debt shall make any payment in respect of the Subordinated Debt, whether pursuant to the terms of the Promissory Note evidencing the Subordinated Debt or otherwise, upon acceleration or otherwise, and Subordinated Lender shall not accept any payment in respect of the Subordinated Debt, if at the time of such payment an Event of Default exists and continues under the Senior Loan Documents and Senior Lender has given Subordinated Lender written notice of such Event of Default, such notice has not been retracted by Senior Lender, and such Event of Default continues to exist as of the date of such payment to Subordinated Lender.

All payments or distributions upon or with respect to the Subordinated Debt that are received by Subordinated Lender in contravention of the foregoing, shall be received in trust for the benefit of Senior Lender, shall upon written request be segregated from other funds and property held by Subordinated Lender, and shall be forthwith paid over to Senior Lender in the

same form as so received (with any necessary endorsement) to be applied to or held as collateral for the payment or prepayment of the Senior Debt.

(c) Subordination of Claims. Borrower and Subordinated Lender also agree any and all claims of Subordinated Lender against Borrower, now or hereafter existing, are, and shall be at all times, subject and subordinate to any and all claims, now or hereafter existing that Senior Lender may have against Borrower (including any claim by Senior Lender for interest accruing after any assignment for the benefit of creditors by Borrower or the institution by or against Borrower of any proceedings under the Bankruptcy Code, or any claim by Senior Lender for any such interest that would have accrued in the absence of such assignment or the institution of such proceedings).

2.2. Intentionally Deleted.

2.3. Application of Proceeds.

(a) Senior Creditor and Subordinated Lender agree that upon an Event of Default under any of the Senior Loan Documents existing past any applicable cure period, the proceeds of any sale, disposition, or other realization upon any Collateral shall be applied by the Senior Creditor in the following order of priority:

First: to the Senior Creditor, an amount equal to any unpaid expenses of such sale, disposition or other realization, all expenses, liabilities and advances incurred or made by the Senior Creditor in connection therewith and all reasonable attorneys' fees incurred in connection therewith;

Second: to the Senior Creditor, an amount equal to the unpaid principal, accrued interest, fees and other amounts payable with respect to the Senior Debt, whether or not then due and owing, including without limitation any costs and expenses of Senior Creditor and its representatives payable under the Security Instruments;

Third: to any other secured subordinated lender in accordance with Senior Creditor's agreement with such party, an amount equal to the unpaid principal, accrued interest, fees and other amounts payable with respect to such secured party's subordinated debt, whether or not then due and owing, including without limitation any costs and expenses of such subordinated secured party and its representatives payable under any documents or instruments relating to such creditor's subordinated debt;

Fourth: any surplus then remaining shall be paid to Borrower or its respective successors or assigns, to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct, including to Subordinated Lender if so directed.

(b) Nothing contained in this Section 2.3 shall be construed to entitle Subordinated Lender to receive any distributions contrary to the terms of the Subordinated Debt or applicable laws.

(c) As to Borrower nothing contained herein in this Section 2.3 shall be construed or shall constitute a waiver of any rights or a modification of any terms granted Borrower and set forth in the Security Instruments with respect to Senior Creditor.

2.4. No Commencement of Any Proceeding. Subordinated Lender disclaims any senior security interest in the Collateral, and the Subordinated Debt is secured only by the subordinate lien on the Collateral described herein. Subordinated Lender agrees that, so long as any of the Senior Debt shall remain unpaid, they shall not exercise any right, power or remedy with respect to the Collateral.

2.5. Limitation on Senior Creditor's Duties in Respect of Collateral. Senior Creditor shall not have any duty to Subordinated Lender as to any Collateral in its possession or control or in the possession or control of any of its agents or nominees, or any income thereon, or as to the preservation of rights against prior parties or any other rights pertaining thereto.

2.6. Insurance and Condemnation Proceeds. In the event Senior Creditor shall release or permit the use of (for the purposes of the restoration of all or any part of any improvements on the Collateral) either: (a) the proceeds under policies of insurance; or (b) any condemnation awards, or other compensation, made for any damages, losses or compensation for other rights by reason of a taking in eminent domain (such proceeds, awards, and other compensation being collectively called the "**Proceeds**"), then Subordinated Lender shall likewise for such purpose, release or permit the use of, all of its respective right, title and interest, if any, in and to all such Proceeds; *provided*, that Subordinated Lender hereby disclaims any interest in such Proceeds. Subordinated Lender further assigns and transfers to Senior Creditor all of Subordinated Lender's right, title, interest and claim, if any, in and to the Proceeds for so long as any of the Senior Debt remains unpaid. Subordinated Lender agrees that the Proceeds may be distributed and applied in the manner provided in the Loan Agreement and Security Instruments, which provisions shall govern and control any contrary provisions of the subordinated promissory note given by Borrower to Subordinated Lender for Subordinated Loan.

ARTICLE THREE **MISCELLANEOUS**

3.1. Rights of Subrogation. No payment or distribution to the Senior Creditor pursuant to the provisions of this Agreement shall entitle Subordinated Lender or any other holder of all or any portion of the Subordinated Debt to exercise any rights of subrogation in respect thereof until the Senior Debt have been paid in full.

3.2. Rights Concerning Loans. The rights of the Senior Creditor and the obligations of Subordinated Lender and any other holder of all or any portion of the Subordinated Debt under this Agreement shall remain in full force and effect until the Senior Loan and the Senior Debt shall be paid in full, irrespective of:

(a) any lack of validity or enforceability of the Promissory Notes or any of them evidencing the Senior Loan, the Senior Loan Documents, this Agreement, or any other Security Instrument;

(b) any change in the amount, manner, place or terms of payment or change or extension of the time of payment of or renewal or alteration of the Senior Debt in any respect, or any modification or amendment of any Security Instruments;

(c) sale, exchange, release or other dealings with all or any part of any property pledged or mortgaged by whomsoever at any time to secure the Senior Debt;

(d) any release of any guarantor to the extent liable or otherwise obligated for the Senior Debt;

(e) exercise or refrain from exercising any rights against Borrower and others;

(f) application of any sums, by whomsoever paid or howsoever realized, to the Senior Debt in any manner or order in Senior Creditor's sole discretion;

(g) any exchange, release or non-perfection of any interest in any of the Collateral securing the Senior Debt, or any release, amendment or waiver of or consent to departure from any guaranty for the Senior Debt; and

(h) any other circumstance or event that might otherwise constitute a defense available to, or a discharge of, Borrower in respect of the Senior Debt or Subordinated Debt, or Subordinated Lender in respect of this Agreement.

3.3 Evidence of Subordinated Debt. Subordinated Lender agrees that all Subordinated Debt that currently exists or may be hereafter acquired will be evidenced by either a promissory note(s) from Borrower to Subordinated Lender or an accounting entry on Borrower's books showing the account payable to Subordinated Lender, which shall be secured only on a subordinate basis to the Senior Debt.

3.4. Right of Assignment. This Agreement and the Senior Creditor's rights in and to the Senior Debt may be assigned by Senior Creditor in connection with any assignment or transfer of all or any part of the Senior Debt.

3.5. Books and Records. Borrower agrees to cause its books to show that Subordinated Debt is subordinated to the Senior Debt in the manner and to the extent set forth in this Agreement.

3.6. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with, and the rights of the parties shall be governed by, the internal laws of the State of Kansas and applicable federal laws.

3.7. Amendments. This Agreement shall not be changed orally but shall be changed only by agreement in writing signed by the party against whom such amendment is sought to be enforced. No course of dealing between the parties, no usage of trade and no parole or extrinsic

evidence of any nature shall be used to supplement or modify any of the terms or provisions of this Agreement.

3.8. Partial Invalidity. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. Each waiver in this Agreement is subject to the overriding and controlling rule that it shall be effective only if and to the extent that: (a) it is not prohibited by applicable law and (b) applicable law neither provides for nor allows any material sanctions to be imposed against Senior Creditor for having bargained for and obtained it.

3.9. Pronouns; Interpretation. The pronouns used in this Agreement are in the masculine and neuter genders but shall be construed as feminine, masculine or neuter as occasion may require. “Subordinated Lender”, “Senior Creditor”, and “Borrower” as used in this Agreement include the heirs, devisees, executors, administrators, personal representatives, trustees, beneficiaries, conservators, receivers, successors, transferees and assigns of those parties. This Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Wherever the term “including” or a similar term is used in this Agreement, it shall be read as if it were written “including by way of example only and without in any way limiting the generality of the clause or concept referred to.”

3.10. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to their subject matter and supersedes all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter. The parties acknowledge and agree there is no oral agreement between the parties that has not been incorporated in this Agreement.

3.11. Non-waiver. No delay or failure by Senior Creditor to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

3.12. Waivers by Subordinated Lender. Subordinated Lender and Borrower each hereby waive presentment, demand, protest, promptness, diligence, notice of acceptance and any other notice with respect to any of the Senior Debt, the Subordinated Debt or this Agreement, and further waive any requirement that Senior Creditor protect, secure, perfect or insure any security interest or lien or any property subject thereto, or exhaust any right or take any action against either Borrower, any other person or any collateral. No notice to or demand on Borrower or Subordinated Lender shall be deemed a waiver of any right of Senior Creditor to take further action without notice or demand.

3.13. Notice of Default. Subordinated Lender agrees to promptly notify Senior Creditor of any default or breach of any term or condition of any Subordinated Debt or any document evidencing or associated with the same. Senior Creditor agrees to promptly notify Subordinated

Lender of any default or breach of any term or condition of any of the Senior Debt or any document evidencing or associated with the same.

3.14. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

3.15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

3.16. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, personal representatives, successors and assigns. Subordinated Lender shall not sell, assign, pledge, encumber or otherwise dispose of any Subordinate Debt unless such sale, assignment, pledge, encumbrance or disposition is made expressly subject to the terms and provisions of this Agreement and the transferee shall enter into an agreement with Senior Creditor acknowledging that it is bound by such terms and provisions. Nothing herein is intended or shall be construed to give any other person or entity any right, remedy or claim with respect to this Agreement, the Senior Debt or Subordinated Debt.

3.17. Recording. This Agreement shall be recorded in the records of the Register of Crawford County, Kansas to evidence the subordination of the Subordinated Mortgage, and the parties hereto hereby consent to such recording.

[SIGNATURE PAGE(S) FOLLOW(S)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

SENIOR CREDITOR:

ARVEST BANK,
an Arkansas banking corporation

By: _____
Jared Turnbull, Senior Vice President

STATE OF KANSAS)
) ss:
COUNTY OF CRAWFORD)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **JARED TURNBULL**, to me personally well known, who stated that he is the Community Market President of **ARVEST BANK**, an Arkansas banking corporation, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said bank, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2021.

Notary Public

My commission expires:

(S E A L)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

BORROWER:

P & L DEVELOPMENT, LLC,
a Kansas limited liability company

By: _____
Mickey M. Vena, Managing Member

STATE OF KANSAS)
) ss:
COUNTY OF CRAWFORD)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **MICKEY M. VENA**, to me personally well known, who stated that he is the Managing Member of **P & L DEVELOPMENT, LLC**, a Kansas limited liability company, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2021.

Notary Public

My commission expires:

(S E A L)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

SUBORDINATED LENDER:

THE CITY OF PITTSBURG, KANSAS

By: _____
Cheryl Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk

STATE OF KANSAS)
) ss:
COUNTY OF CRAWFORD)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **CHERYL BROOKS and TAMMY NAGEL**, to me personally well known, who stated that they are the Mayor and City Clerk, respectively, of **THE CITY OF PITTSBURG, KANSAS**, and were duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said municipality, and further stated and acknowledged that they had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2021.

Notary Public

My commission expires:

(S E A L)

EXHIBIT A
MORTGAGED PROPERTY

Lots Numbered One (1), ~~Two (2)~~, Three (3), Four (4), Five (5), Six (6), ~~Seven (7)~~, Eight (8), ~~Nine (9)~~, ~~Ten (10)~~, ~~Eleven (11)~~, ~~Twelve (12)~~, ~~Thirteen (13)~~, ~~Fourteen (14)~~, ~~Fifteen (15)~~, ~~Sixteen (16)~~, Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty one (21), Twenty two (22), Twenty three (23), Twenty four (24), Twenty five (25), Twenty six (26), Twenty seven (27), Twenty eight (28), Twenty nine (29), Thirty (30), Thirty one (31), Thirty two (32), Thirty three (33), Thirty four (34), Thirty five (35), Thirty six (36), Thirty seven (37), Thirty eight (38), Thirty nine (39), Forty (40), Forty one (41), Forty two (42), Forty three (43), Forty four (44), Forty five (45), Forty six (46), Forty seven (47), Forty eight (48), Forty nine (49), Fifty (50), Fifty one (51), Fifty two (52), Fifty Three (53), Fifty Four (54), Fifty five (55), Fifty six (56), Fifty seven (57), Fifty eight (58), Fifty nine (59), Sixty (60), Sixty one (61), Sixty two (62), Sixty three (63), Sixty four (64), Sixty five (65), Sixty six (66), Sixty seven (67), Sixty eight (68), Sixty nine (69), Seventy (70), Seventy one (71), Seventy two (72), Seventy three (73), Seventy four (74), Seventy five (75), Seventy Six (76), Seventy seven (77), Seventy eight (78), Seventy nine (79), Eighty (80), Eighty one (81), Eighty two (82), Eighty three (83), Eighty four (84), Eighty five (85), Eighty six (86), Eighty seven (87), Eighty eight (88), Eighty nine (89), Ninety (90), Ninety one (91), Ninety two (92), Ninety three (93), Ninety four (94), Ninety five (95), Ninety six (96), Ninety seven (97), Ninety eight (98), Ninety nine (99), One hundred (100), One hundred one (101), One hundred two (102), One hundred three (103), One hundred four (104), One hundred five (105), One hundred six (106), One hundred seven (107), One hundred eight (108), One hundred nine (109), One hundred ten (110), One hundred eleven (111), One hundred twelve (112), One hundred thirteen (113), One hundred fourteen (114), One hundred fifteen (115), One hundred sixteen (116), One hundred seventeen (117), One hundred eighteen (118) in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

After recording to be returned to:

Arvest Bank
Attn: Jared Turnbull
216 N. Broadway
Pittsburg, Kansas 66762

DEBT AND MORTGAGE SUBORDINATION AGREEMENT

This Debt and Mortgage Subordination Agreement (“**Agreement**”) is executed and entered into this ____ day of _____, 2022, but effective for all purposes as of February 14th, 2022 (the “**Effective Date**”), by and among **ARVEST BANK**, an Arkansas banking association (“**Senior Creditor**”), **P & L DEVELOPMENT, LLC**, a Kansas limited liability company (“**Borrower**”), and **THE CITY OF PITTSBURG, KANSAS**, a Kansas municipality (“**Subordinated Lender**”).

RECITALS:

A. Pursuant to a Promissory Note dated February 14th, 2022 from Borrower to Senior Creditor, Senior Creditor made a loan to Borrower for the original principal sum of Three Hundred Twelve Thousand and No/Dollars (\$312,000.00) (as amended, modified, extended or increased from time to time, the “**Senior Loan**”) pursuant to various loan documents dated February 14th, 2022 by and between Borrower and Senior Creditor (as amended or modified from time to time, collectively with the Loan Agreement, the “**Senior Loan Documents**”), including, but not limited to a Mortgage (With Future Advance Clause) from Borrower to Lender dated February 14th, 2022 and recorded on February, 15th 2022 in the records of the Register of Crawford County, Kansas as Document No.0652-0621 (the “**Senior Mortgage**”), which covers the real property identified on Exhibit A hereto and all improvements thereon (the “**Mortgaged Property**”).

C. Pursuant to a Loan Agreement and Security Agreement dated November 19, 2018 by and between Subordinated Lender and Borrower, Subordinated Lender has extended a \$450,000 loan to Borrower (as amended, modified, extended or increased from time to time, the “**Subordinated Loan**”), as secured by a Second Mortgage from Borrower to Lender dated February 5, 2019 and recorded on February 21, 2019 in the records of the Register of Crawford County, Kansas as Document No. 0636-0514 (the “**Subordinated Mortgage**”), which also covers the Mortgaged Property.

D. It is the intention of Senior Creditor, Subordinated Lender, and Borrower that any and all Subordinated Loans, all liens securing the Subordinated Loans, and claims for payment of the same shall be junior and subordinate to the Senior Loan and the liens created in favor Senior

Creditor pursuant to the Senior Loan Document and to any other additional, further indebtedness, future indebtedness, or renewals thereof or otherwise of Borrower to Senior Creditor.

E. The Subordinated Mortgage is intended to be subordinate to Senior Creditor's lien under the Senior Mortgage, and as a condition to the extension of credit pursuant to the Senior Loan, Senior Creditor has required that Subordinated Lender, and Borrower enter into a subordination agreement agreeing to subordinate any indebtedness owed to Subordinated Lender by Borrower and any liens securing the Subordinated Loan to the Senior Mortgage, the Senior Loan, and the interest of the Senior Creditor.

F. Borrower and Subordinated Lender acknowledge that their execution of this Agreement is a condition to Senior Creditor having extended the Senior Loan.

G. In addition, Subordinated Lender has also subordinated the Subordinated Loans and the Subordinated Mortgage to Senior Creditor's existing \$1,431,000 loan dated March 5, 2019 pursuant to a Debt and Mortgage Subordination Agreement dated as of July 9, 2019 (the "**Existing Subordination Agreement**"). The Existing Subordination Agreement provides that any other additional, further indebtedness, future indebtedness, or renewals of Borrower to Senior Creditor shall also be subordinated.

H. This Agreement is given in addition to the Existing Subordination Agreement, and pursuant to the terms thereof, Subordinated Lender subordinates the Subordinated Debt to the additional indebtedness of Borrower to Senior Creditor as described herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE **DEFINITIONS**

1.1. **Definitions.** For all purposes of this agreement and wherever the same herein appear, the term:

(a) "**Subordinated Debt**" shall mean and include the principal of, interest on, and all other amounts owing in connection with, all duties, obligations and liabilities of Borrower to Subordinated Lender, or any successor, assign, transferee, person or entity in which Borrower, or any subsidiary thereof, owns a legal or beneficial interest, of every kind and description, whether direct or indirect, absolute or contingent, joint and/or several, due or to become due, now existing or hereafter arising, regardless of how they arise or by whatever agreement or instrument they may be evidenced, including but not limited to that certain Promissory Note of Borrower to Subordinated Lender dated November 19, 2018 for the principal sum of \$450,000.00, together with all amendments, modifications, restatements or renewals thereof.

(b) "**Senior Debt**" shall mean all principal, interest, fees, costs, expenses (including attorneys' fees), liabilities, obligations and other amounts payable under or with

respect to the Senior Loan, the Senior Loan Documents, the Senior Debt described in the Existing Subordination Agreement, any other additional, further indebtedness, future indebtedness, or renewals of Borrower to Senior Creditor, and all other documents and instruments executed or delivered in connection therewith (collectively, the “**Security Instruments**”), at any time and from time to time, and all amendments, modifications, renewals, extensions, increases substitutions or rearrangements of any of the foregoing.

ARTICLE TWO

SUBORDINATION OF LIENS

2.1. Agreement for Subordination of Subordinated Debt and Subordinated Mortgage.

(a) **Subordination of Subordinated Mortgage.** Subordinated Lender agrees to, and hereby does, subordinate all of its right, title and interest in the Mortgaged Property and all other mortgaged property described in the Subordinated Mortgage to the lien of the Senior Creditor under the Senior Mortgage. Subordinated Lender also subordinates all of its right, title and interest in and to such Mortgaged Property to the lien of Senior Creditor evidenced by any financing statements or assignments of rents and leases executed or authorized by Borrower in favor of Senior Creditor.

(b) **Subordination of Subordinated Debt.** The Subordinated Debt and any extensions, modifications, amendments, substitutions or refinances thereof is hereby made expressly wholly subordinate and junior to the Senior Debt whether now or hereafter outstanding to the extent and in the manner set forth in this Agreement. Each holder of Senior Debt and each holder of Subordinated Debt, whether now outstanding or hereafter created, incurred, assumed or guaranteed, shall be deemed to have acquired Senior Debt or Subordinated Debt, respectively, in reliance upon the provisions contained in this Agreement.

Notwithstanding the foregoing, until the Senior Debt is repaid in full, including payment of all outstanding principal, interest, late fees and other charges, only to the extent that such payments will not cause an Event of Default to occur under the Senior Loan Documents, Subordinated Lender may accept and retain scheduled payments of principal and interest on the Subordinated Debt, but no other payments of the Subordinated Debt; *provided*, that neither Borrower nor any obligor of the Subordinated Debt shall make any payment in respect of the Subordinated Debt, whether pursuant to the terms of the Promissory Note evidencing the Subordinated Debt or otherwise, upon acceleration or otherwise, and Subordinated Lender shall not accept any payment in respect of the Subordinated Debt, if at the time of such payment an Event of Default exists and continues under the Senior Loan Documents and Senior Lender has given Subordinated Lender written notice of such Event of Default, such notice has not been retracted by Senior Lender, and such Event of Default continues to exist as of the date of such payment to Subordinated Lender.

All payments or distributions upon or with respect to the Subordinated Debt that are received by Subordinated Lender in contravention of the foregoing, shall be received in trust for the benefit of Senior Lender, shall upon written request be segregated from other funds and property held by Subordinated Lender, and shall be forthwith paid over to Senior Lender in the

same form as so received (with any necessary endorsement) to be applied to or held as collateral for the payment or prepayment of the Senior Debt.

(c) Subordination of Claims. Borrower and Subordinated Lender also agree any and all claims of Subordinated Lender against Borrower, now or hereafter existing, are, and shall be at all times, subject and subordinate to any and all claims, now or hereafter existing that Senior Lender may have against Borrower (including any claim by Senior Lender for interest accruing after any assignment for the benefit of creditors by Borrower or the institution by or against Borrower of any proceedings under the Bankruptcy Code, or any claim by Senior Lender for any such interest that would have accrued in the absence of such assignment or the institution of such proceedings).

2.2. Intentionally Deleted.

2.3. Application of Proceeds.

(a) Senior Creditor and Subordinated Lender agree that upon an Event of Default under any of the Senior Loan Documents existing past any applicable cure period, the proceeds of any sale, disposition, or other realization upon any Collateral shall be applied by the Senior Creditor in the following order of priority:

First: to the Senior Creditor, an amount equal to any unpaid expenses of such sale, disposition or other realization, all expenses, liabilities and advances incurred or made by the Senior Creditor in connection therewith and all reasonable attorneys' fees incurred in connection therewith;

Second: to the Senior Creditor, an amount equal to the unpaid principal, accrued interest, fees and other amounts payable with respect to the Senior Debt, whether or not then due and owing, including without limitation any costs and expenses of Senior Creditor and its representatives payable under the Security Instruments;

Third: to any other secured subordinated lender in accordance with Senior Creditor's agreement with such party, an amount equal to the unpaid principal, accrued interest, fees and other amounts payable with respect to such secured party's subordinated debt, whether or not then due and owing, including without limitation any costs and expenses of such subordinated secured party and its representatives payable under any documents or instruments relating to such creditor's subordinated debt;

Fourth: any surplus then remaining shall be paid to Borrower or its respective successors or assigns, to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct, including to Subordinated Lender if so directed.

(b) Nothing contained in this Section 2.3 shall be construed to entitle Subordinated Lender to receive any distributions contrary to the terms of the Subordinated Debt or applicable laws.

(c) As to Borrower nothing contained herein in this Section 2.3 shall be construed or shall constitute a waiver of any rights or a modification of any terms granted Borrower and set forth in the Security Instruments with respect to Senior Creditor.

2.4. No Commencement of Any Proceeding. Subordinated Lender disclaims any senior security interest in the Collateral, and the Subordinated Debt is secured only by the subordinate lien on the Collateral described herein. Subordinated Lender agrees that, so long as any of the Senior Debt shall remain unpaid, they shall not exercise any right, power or remedy with respect to the Collateral.

2.5. Limitation on Senior Creditor's Duties in Respect of Collateral. Senior Creditor shall not have any duty to Subordinated Lender as to any Collateral in its possession or control or in the possession or control of any of its agents or nominees, or any income thereon, or as to the preservation of rights against prior parties or any other rights pertaining thereto.

2.6. Insurance and Condemnation Proceeds. In the event Senior Creditor shall release or permit the use of (for the purposes of the restoration of all or any part of any improvements on the Collateral) either: (a) the proceeds under policies of insurance; or (b) any condemnation awards, or other compensation, made for any damages, losses or compensation for other rights by reason of a taking in eminent domain (such proceeds, awards, and other compensation being collectively called the "**Proceeds**"), then Subordinated Lender shall likewise for such purpose, release or permit the use of, all of its respective right, title and interest, if any, in and to all such Proceeds; *provided*, that Subordinated Lender hereby disclaims any interest in such Proceeds. Subordinated Lender further assigns and transfers to Senior Creditor all of Subordinated Lender's right, title, interest and claim, if any, in and to the Proceeds for so long as any of the Senior Debt remains unpaid. Subordinated Lender agrees that the Proceeds may be distributed and applied in the manner provided in the Loan Agreement and Security Instruments, which provisions shall govern and control any contrary provisions of the subordinated promissory note given by Borrower to Subordinated Lender for Subordinated Loan.

ARTICLE THREE **MISCELLANEOUS**

3.1. Rights of Subrogation. No payment or distribution to the Senior Creditor pursuant to the provisions of this Agreement shall entitle Subordinated Lender or any other holder of all or any portion of the Subordinated Debt to exercise any rights of subrogation in respect thereof until the Senior Debt have been paid in full.

3.2. Rights Concerning Loans. The rights of the Senior Creditor and the obligations of Subordinated Lender and any other holder of all or any portion of the Subordinated Debt under this Agreement shall remain in full force and effect until the Senior Loan and the Senior Debt shall be paid in full, irrespective of:

(a) any lack of validity or enforceability of the Promissory Notes or any of them evidencing the Senior Loan, the Senior Loan Documents, this Agreement, or any other Security Instrument;

(b) any change in the amount, manner, place or terms of payment or change or extension of the time of payment of or renewal or alteration of the Senior Debt in any respect, or any modification or amendment of any Security Instruments;

(c) sale, exchange, release or other dealings with all or any part of any property pledged or mortgaged by whomsoever at any time to secure the Senior Debt;

(d) any release of any guarantor to the extent liable or otherwise obligated for the Senior Debt;

(e) exercise or refrain from exercising any rights against Borrower and others;

(f) application of any sums, by whomsoever paid or howsoever realized, to the Senior Debt in any manner or order in Senior Creditor's sole discretion;

(g) any exchange, release or non-perfection of any interest in any of the Collateral securing the Senior Debt, or any release, amendment or waiver of or consent to departure from any guaranty for the Senior Debt; and

(h) any other circumstance or event that might otherwise constitute a defense available to, or a discharge of, Borrower in respect of the Senior Debt or Subordinated Debt, or Subordinated Lender in respect of this Agreement.

3.3 Evidence of Subordinated Debt. Subordinated Lender agrees that all Subordinated Debt that currently exists or may be hereafter acquired will be evidenced by either a promissory note(s) from Borrower to Subordinated Lender or an accounting entry on Borrower's books showing the account payable to Subordinated Lender, which shall be secured only on a subordinate basis to the Senior Debt.

3.4. Right of Assignment. This Agreement and the Senior Creditor's rights in and to the Senior Debt may be assigned by Senior Creditor in connection with any assignment or transfer of all or any part of the Senior Debt.

3.5. Books and Records. Borrower agrees to cause its books to show that Subordinated Debt is subordinated to the Senior Debt in the manner and to the extent set forth in this Agreement.

3.6. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with, and the rights of the parties shall be governed by, the internal laws of the State of Kansas and applicable federal laws.

3.7. Amendments. This Agreement shall not be changed orally but shall be changed only by agreement in writing signed by the party against whom such amendment is sought to be enforced. No course of dealing between the parties, no usage of trade and no parole or extrinsic

evidence of any nature shall be used to supplement or modify any of the terms or provisions of this Agreement.

3.8. Partial Invalidity. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. Each waiver in this Agreement is subject to the overriding and controlling rule that it shall be effective only if and to the extent that: (a) it is not prohibited by applicable law and (b) applicable law neither provides for nor allows any material sanctions to be imposed against Senior Creditor for having bargained for and obtained it.

3.9. Pronouns; Interpretation. The pronouns used in this Agreement are in the masculine and neuter genders but shall be construed as feminine, masculine or neuter as occasion may require. “Subordinated Lender”, “Senior Creditor”, and “Borrower” as used in this Agreement include the heirs, devisees, executors, administrators, personal representatives, trustees, beneficiaries, conservators, receivers, successors, transferees and assigns of those parties. This Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Wherever the term “including” or a similar term is used in this Agreement, it shall be read as if it were written “including by way of example only and without in any way limiting the generality of the clause or concept referred to.”

3.10. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to their subject matter and supersedes all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter. The parties acknowledge and agree there is no oral agreement between the parties that has not been incorporated in this Agreement.

3.11. Non-waiver. No delay or failure by Senior Creditor to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

3.12. Waivers by Subordinated Lender. Subordinated Lender and Borrower each hereby waive presentment, demand, protest, promptness, diligence, notice of acceptance and any other notice with respect to any of the Senior Debt, the Subordinated Debt or this Agreement, and further waive any requirement that Senior Creditor protect, secure, perfect or insure any security interest or lien or any property subject thereto, or exhaust any right or take any action against either Borrower, any other person or any collateral. No notice to or demand on Borrower or Subordinated Lender shall be deemed a waiver of any right of Senior Creditor to take further action without notice or demand.

3.13. Notice of Default. Subordinated Lender agrees to promptly notify Senior Creditor of any default or breach of any term or condition of any Subordinated Debt or any document evidencing or associated with the same. Senior Creditor agrees to promptly notify Subordinated

Lender of any default or breach of any term or condition of any of the Senior Debt or any document evidencing or associated with the same.

3.14. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

3.15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

3.16. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, personal representatives, successors and assigns. Subordinated Lender shall not sell, assign, pledge, encumber or otherwise dispose of any Subordinate Debt unless such sale, assignment, pledge, encumbrance or disposition is made expressly subject to the terms and provisions of this Agreement and the transferee shall enter into an agreement with Senior Creditor acknowledging that it is bound by such terms and provisions. Nothing herein is intended or shall be construed to give any other person or entity any right, remedy or claim with respect to this Agreement, the Senior Debt or Subordinated Debt.

3.17. Recording. This Agreement shall be recorded in the records of the Register of Crawford County, Kansas to evidence the subordination of the Subordinated Mortgage, and the parties hereto hereby consent to such recording.

[SIGNATURE PAGE(S) FOLLOW(S)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

SENIOR CREDITOR:

ARVEST BANK,
an Arkansas banking corporation

By: _____
Jared Turnbull, Senior Vice President

STATE OF KANSAS)
) ss:
COUNTY OF CRAWFORD)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **JARED TURNBULL**, to me personally well known, who stated that he is the Community Market President of **ARVEST BANK**, an Arkansas banking corporation, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said bank, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2021.

Notary Public

My commission expires:

(S E A L)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

BORROWER:

P & L DEVELOPMENT, LLC,
a Kansas limited liability company

By: _____
Mickey M. Vena, Managing Member

STATE OF KANSAS)
) ss:
COUNTY OF CRAWFORD)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **MICKEY M. VENA**, to me personally well known, who stated that he is the Managing Member of **P & L DEVELOPMENT, LLC**, a Kansas limited liability company, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2021.

Notary Public

My commission expires:

(S E A L)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

SUBORDINATED LENDER:

THE CITY OF PITTSBURG, KANSAS

By: _____
Cheryl Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk

STATE OF KANSAS)
) ss:
COUNTY OF CRAWFORD)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **CHERYL BROOKS and TAMMY NAGEL**, to me personally well known, who stated that they are the Mayor and City Clerk, respectively, of **THE CITY OF PITTSBURG, KANSAS**, and were duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said municipality, and further stated and acknowledged that they had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2021.

Notary Public

My commission expires:

(S E A L)

EXHIBIT A
MORTGAGED PROPERTY

Lots Numbered One (1), ~~Two (2)~~, Three (3), Four (4), Five (5), Six (6), ~~Seven (7)~~, Eight (8), ~~Nine (9)~~, ~~Ten (10)~~, ~~Eleven (11)~~, ~~Twelve (12)~~, ~~Thirteen (13)~~, ~~Fourteen (14)~~, ~~Fifteen (15)~~, ~~Sixteen (16)~~, Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty one (21), Twenty two (22), Twenty three (23), Twenty four (24), Twenty five (25), Twenty six (26), Twenty seven (27), Twenty eight (28), Twenty nine (29), Thirty (30), Thirty one (31), Thirty two (32), Thirty three (33), Thirty four (34), Thirty five (35), Thirty six (36), Thirty seven (37), Thirty eight (38), Thirty nine (39), Forty (40), Forty one (41), Forty two (42), Forty three (43), Forty four (44), Forty five (45), Forty six (46), Forty seven (47), Forty eight (48), Forty nine (49), Fifty (50), Fifty one (51), Fifty two (52), Fifty Three (53), Fifty Four (54), Fifty five (55), Fifty six (56), Fifty seven (57), Fifty eight (58), Fifty nine (59), Sixty (60), Sixty one (61), Sixty two (62), Sixty three (63), Sixty four (64), Sixty five (65), Sixty six (66), Sixty seven (67), Sixty eight (68), Sixty nine (69), Seventy (70), Seventy one (71), Seventy two (72), Seventy three (73), Seventy four (74), Seventy five (75), Seventy Six (76), Seventy seven (77), Seventy eight (78), Seventy nine (79), Eighty (80), Eighty one (81), Eighty two (82), Eighty three (83), Eighty four (84), Eighty five (85), Eighty six (86), Eighty seven (87), Eighty eight (88), Eighty nine (89), Ninety (90), Ninety one (91), Ninety two (92), Ninety three (93), Ninety four (94), Ninety five (95), Ninety six (96), Ninety seven (97), Ninety eight (98), Ninety nine (99), One hundred (100), One hundred one (101), One hundred two (102), One hundred three (103), One hundred four (104), One hundred five (105), One hundred six (106), One hundred seven (107), One hundred eight (108), One hundred nine (109), One hundred ten (110), One hundred eleven (111), One hundred twelve (112), One hundred thirteen (113), One hundred fourteen (114), One hundred fifteen (115), One hundred sixteen (116), One hundred seventeen (117), One hundred eighteen (118) in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

INTEROFFICE MEMORANDUM

To: DARON HALL
CITY MANAGER

From: KIM VOGEL
DIRECTOR OF HUMAN RESOURCES

CC: TAMMY NAGEL
CITY CLERK

Date: APRIL 5, 2022

Subject: Agenda Item – April 12, 2022
Human Relations Commission Board Appointments

The Human Relations Commission has two openings to fill unexpired terms that were vacated by Michelle Ducre and Xavier Sheehy. The board openings were advertised and four candidates applied to fill the vacancies. Appointments will be for the unexpired terms that will expire December 31, 2022.

In this regard will you please place an item on the April 12, 2022 City Commission agenda. Action necessary will be to appoint two members to unexpired terms on the Human Relations Committee.

If you have questions, please do not hesitate to contact me.



RECEIVED

FEB 10 2022

Pittsburg City Clerk

Human Relations Commission

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Commission and made available to the press and public

Name: Thaddaus Cook

Home Address: 106 East Adams Street, Pittsburg KS, 66762

Mailing Address: Same as above

Occupation: Student & Freelance Writer

Business Address: Same as above

Home Telephone: (620)404-2851

Business Telephone: Same as above

E-mail: thaddauscook314@gmail.com

Are you a resident of Pittsburg? Yes If yes, how long have you lived in Pittsburg: 8 years total

Current occupation (within last 12 months): Student & Freelance Writer

Business interest in the last 12 months: N/A

Previous Committee/Commission Experience: N/A

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. Resume attached

Professional and/or community service activities: Involvement in Q-Space.
Aiding in starting the Rainbow Clinic.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: I am passionate about creating welcoming and inclusive environments for all people. I feel that as a committee member I will be able to contribute to upholding Pittsburg as a place where all can succeed.

The Human Relation Commission meets quarterly unless a request is made for additional meetings. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

Signature of Applicant: Charles Cook

Date: 2/6/2022

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620)230-5532 or by email at tammy.nagel@pittks.org.

Please return your completed application on or before February 15, 2022 to:

City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762

Thaddeus Cook

thaddeuscook314@gmail.com

Employment

Wegmans

September 2016 - June 2020

Front End Coordinator *October 2017 - June 2020* Experience in managing others, running projects for teams of 60+ people, supplying customers with comprehensive product information, calling customers to respond to feedback, completing projects for upper management, providing support to store departments, working with diverse a team for common goals, and managing in-store traffic.

Accounting Clerk *May 2017 - October 2017* Experience balancing tills and store reserve, finding errors in complex information and totals, performing payroll functions for all departments, data entry, and providing support to the Front End.

Overnight Cashier *December 2016 - May 2017* Experience problem solving in independent contexts, stocking product for the Front End, and resetting the Front End for day shifts.

Cashier *September 2016 - December 2016* Experience cashing out customers, keeping a balanced till, and providing excellent customer service.

Skills

Exemplary customer service with experience calling customers to resolve issues, finding the best solution for customer problems, and de-escalating with upset customers. Other notable customer service skills include staying calm and exceedingly polite at all times.

Experience and Comfort with diversity. Have worked extensively with people from various ethnic, cultural, linguistic, and gendered backgrounds. Skilled in providing a safe and effective working environment for people from all walks of life.

High standards and attention to detail. Experience finding errors, catching dangerous mistakes, performing all job functions superbly.

Extensive computer skills, including usage of Microsoft Office, and multiple Windows and non-Windows Operating Systems. In addition, experience performing maintenance and troubleshooting on both desktops and sales equipment.

Continuous Development. Constantly learning, growing, and improving. When given downtime, uses it to pursue new experiences and knowledge.

Education

Fairport Highschool, Fairport, NY

Advanced Regents Diploma

Extensive Advanced Placement Courses in all core classes.

Pittsburg State University, Pittsburg, KS

Currently studying Mathematics and Marketing.



RECEIVED

FEB 14 2022

Pittsburg City Clerk

Human Relations Commission

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Commission and made available to the press and public

Name: Krissy Lewis

Home Address: 4515 Oak Dr. Joplin, MO 64804

Mailing Address: 4515 Oak Dr. Joplin, MO 64804

Occupation: Assistant Instructional Professor

Business Address: 1701 S. Broadway, Pittsburg, KS 66762

Home Telephone: 417-291-7004

Business Telephone: 620-235-4179

E-mail: kllewis@pittstate.edu

Are you a resident of Pittsburg? No If yes, how long have you lived in Pittsburg: NA

Current occupation (within last 12 months): Professor

Business interest in the last 12 months: Human Resource and Workforce Development

Previous Committee/Commission Experience: I have served on numerous committees including;

President of the TriState Human Resource Association, Faculty Congress, Online & Distance Learning

Committee Chair, Undergraduate Curriculum Committee, Secretary of Kansas Corner HR Association

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. See attached CV.

Professional and/or community service activities: I have served on the board of directors in various positions for the TriState HR Association for over six years, I volunteer to serve at numerous activities at Pittsburg State University including; annual steak fry, rumble in the jungle, KTC tours, as well as serve on the committees listed above. I also mentor new HR professionals.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: I am looking for more volunteer opportunities in Pittsburg, KS.

As a professor of Human Resource and Workforce Development, I would bring a level of expertise when reviewing discrimination complaints and ensuring fair treatment of others. I have experience with EEOC, a certificate in DEI from University of Florida, and am passionate about inclusivity.

The Human Relation Commission meets quarterly unless a request is made for additional meetings. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

Signature of Applicant: Kristina Lewis

Date: 02/14/2022

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620)230-5532 or by email at tammy.nagel@pittks.org.

Please return your completed application on or before February 15, 2022 to:

City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762

KRISSY L. LEWIS
Pittsburg State University
Department of Technology and Workforce Learning
(620) 235-4179
Email: kllewis@pittstate.edu

Education

MS, Pittsburg State University, 2014.
Major: HUMAN RESOURCE DEVELOPMENT
Supporting Areas of Emphasis: MANAGEMENT AND CONSULTING

BS, Missouri Southern State University, 2010.
Major: Psychology

Academic, Government, Military and Professional Positions

Academic - Post-Secondary

Adjunct Instructor, Pittsburg State University. (August 11, 2014 - May 12, 2017).

Professional

State Human Resource Manager, Mosaic. (September 1, 2014 - July 1, 2017).

Internship, Employer Advantage. (September 1, 2013 - December 20, 2013).

Patient Coordinator, Carlson Chiropractic. (June 1, 2010 - April 30, 2011).

Certified Trainer, Darden. (September 1, 2004 - May 1, 2010).

Licensures and Certifications

Diversity, Equity and Inclusion in the Workplace Certificate, University of South Florida Office of Corporate Training and Professional Education. (May 5, 2021 - Present).

Social + Emotional Intelligence Certified Coach, The Institute for Social + Emotional Intelligence®. (November 20, 2020 - Present).

SHRM-SCP, SHRM. (July 30, 2019 - September 30, 2022).

SHRM-SCP, SHRM. (June 29, 2016 - July 30, 2019).

Professional Memberships

Past-President, Tri State Human Resources Association. (January 20, 2022 - Present).

Society for Human Resource Management. (December 24, 2014 - Present).

Phi Kappa Phi. (April 13, 2014 - Present).

Voting Member of State Council, Missouri State Council of SHRM. (January 1, 2021 - January 19, 2022).

President, Tri-State Human Resources Association. (January 1, 2021 - January 19, 2022).

Association for Talent Development. (February 6, 2019 - February 29, 2020).

Treasurer, Southeast Kansas Corner Human Resource Association. (January 14, 2014 - August 28, 2018).

Development Activities Attended

New Faculty Orientation 2017-2019, "New Faculty Orientation," Pittsburg State University - CTLT, Pittsburg, Kansas, United States. (August 14, 2017 - Present).

Conference Attendance, "MOSHRM Leadership Summit," MO State SHRM, Camdenton, Missouri, United States. (December 2, 2021 - December 3, 2021).

Conference Attendance, "SHRM Volunteer Leaders Business Meeting," Society of Human Resource Management, Virtual. (November 10, 2021 - November 12, 2021).

Workshop Presentation, "Roadmap Training," Pittsburg State University, Pittsburg, KS, United States. (September 21, 2021).

Workshop Presentation, "Together Toward Tomorrow: A Leadership Workshop," Southeast Kansas HR Association, Parsons, KS, United States. (August 26, 2021).

Conference Attendance, "11th Annual Pitt State Professional Development Day," Pittsburg State University, Pittsburg, KS, United States. (August 11, 2021).

Webinar Presentation, "Why Status-Seeking Leadership is Obsolete: Cure Toxic Culture with Curiosity and Vulnerability," Berrett-Koehler Publishers; Edgar and Peter Schein. (April 13, 2021).

Seminar, "Drugs in the Workplace & Marijuana Laws: Working through the Haze," Fisher Phillips & SEKHRA, Parsons, KS, United States. (March 17, 2021).

Conference Attendance, "AHRD Virtual Conference," Academy of Human Resource Development, Virtual. (February 17, 2021 - February 19, 2021).

Conference Attendance, "FINDING BURIED TREASURE IN CRISIS," ATD, Virtual. (September 29, 2020 - September 30, 2020).

Workshop, "Studio: Quizzes, Assignments, & Analytics," CTLT - Pittsburg State University, Pittsburg, KS, United States. (September 15, 2020).

Conference Attendance, "10th Annual Faculty Professional Development Day," Pittsburg State University, Pittsburg, KS, United States. (August 12, 2020).

Workshop, "Teaching Strategies and Tools to Prepare for Fall," CTLT - Pittsburg State University, Pittsburg, KS, United States. (July 21, 2020).

Continuing Education Program, "Organization Development," University of Arkansas, Fayetteville, Arkansas, United States. (May 25, 2020 - July 16, 2020).

Workshop, "Master Advisor," CTLT - Pittsburg State University, Pittsburg, KS, United States. (May 2019 - May 2020).

Continuing Education Program, "Educational Statistics and Data Processing," University of Arkansas, Fayetteville, Arkansas, United States. (January 13, 2020 - May 9, 2020).

Workshop, "Listening to the Needs of your Advisees," CTLT - Pittsburg State University, Pittsburg, Kansas, United States. (March 11, 2020).

Webinar, "The Future of HR: How Strategic HR Initiatives Boost Engagement and Productivity," Pittsburg State University, Joplin, MO, United States. (January 21, 2020).

Continuing Education Program, "HRWD Ethical and Legal Issues," University of Arkansas, Fayetteville, Arkansas, USA. (August 26, 2019 - December 19, 2019).

Continuing Education Program, "Leadership Models and Concepts," University of Arkansas, Fayetteville, Arkansas, USA. (August 26, 2019 - December 19, 2019).

Conference Attendance, "2019 Four State HR Conference," Pittsburg State University, Pittsburg, Kansas, United States. (October 25, 2019).

Conference Attendance, "2019 Fall Conference - The Bots are Coming!," Association for Talent Development, Overland Park, KS, USA. (September 10, 2019).

Continuing Education Program, "HRWD Curriculum Design," University of Arkansas, Fayetteville, Arkansas, USA. (January 14, 2019 - May 9, 2019).

Continuing Education Program, "Learning and Teaching Theories," University of Arkansas, Fayetteville, Arkansas, USA. (January 14, 2019 - May 9, 2019).

Workshop, "Practice the Pathway," CTLT - Pittsburg State University, Pittsburg, Kansas, United States. (April 24, 2019).

Workshop, "30 Interview Questions - Good or Bad," SHRM, Joplin, MO, United States. (April 17, 2019).

Workshop, "Getting Started with VidGrid," CTLT - Pittsburg State University, Pittsburg, Kansas, United States. (February 8, 2019).

Self-Study Program, "Learning Technologies NFO 18WF," CTLT - Pittsburg State University, Pittsburg, KS, United States. (August 27, 2018 - December 1, 2018).

Seminar, "Understanding and Educating Gen Z Students," Pittsburg State University - CTLT, Pittsburg, KS, United States. (November 26, 2018).

Webinar, "Using Compliance to Build a Positive Company Culture," SHRM. (November 20, 2018).

Faculty Fellowship, "The Recruiting Sweet Spot: Aligning Candidate and Employer Expectations," SHRM. (November 15, 2018).

Webinar, "Employee Assistance Programs: Advantages, Limitations, Realities," SHRM. (November 15, 2018).

Webinar, "Four Underutilized Tools to Improve Workplace Culture," SHRM. (November 15, 2018).

Webinar, "In-Source or Out? Identifying Your Best Approach to Leave Management," SHRM. (November 15, 2018).

Webinar, "Compliance Matters: How New Laws Are Affecting Your Bottom Line," SHRM. (November 14, 2018).

Webinar, "Experience Counts: Tips and Technology to Optimize the Work Opportunity Tax Credit," SHRM. (November 14, 2018).

Webinar, "How to Get a Seat at the Table: Elevating HR to a Position of Primacy," SHRM. (November 14, 2018).

Webinar, "Innovative Benefits to Recruit and Retain Talented Employees with Children," SHRM. (November 14, 2018).

Webinar, "Re-Evaluating Your Organization's Skill Gaps," SHRM. (November 14, 2018).

Webinar, "5 Ways to Secure Budget and Build a Business Case for Recognition," SHRM. (November 13, 2018).

Webinar, "How to Use Your Comp Budget to Retain and Attract Top Talent," SHRM. (November 13, 2018).

Webinar, "Motivation-Based Interviewing: An Interviewing Method for Hiring High-Performers," SHRM. (November 13, 2018).

Conference Attendance, "Four State HR Conference," Pittsburg State University, Pittsburg, KS, United States. (October 25, 2018 - October 26, 2018).

Conference Attendance, "8th Annual Faculty Professional Development Day," Pittsburg State University, Pittsburg, KS, United States. (August 15, 2018).

Conference Attendance, "SHRM Missouri State HR Conference," Missouri State Council for SHRM, Osage Beach, Missouri, United States. (August 7, 2018 - August 10, 2018).

Workshop, "Gorilla Advising Academy: Master Advisor Training," CTLT - Pittsburg State University, Pittsburg, KS, United States. (May 14, 2018).

Self-Study Program, "Course Design in Canvas NFO 2017," CTLT - Pittsburg State University, Pittsburg, KS, United States. (January 22, 2018 - April 30, 2018).

Conference Attendance, "SHRM/HC Education Partners' Conference," SHRM and Holmes Corp., Portland, Maine, United States. (April 24, 2018 - April 26, 2018).

Conference Attendance, "South Texas HR Symposium," Society for Human Resource Management, San Antonio, Texas, United States. (February 8, 2018 - February 9, 2018).

Self-Study Program, "Canvas Fundamentals NFO 2017," Pittsburg State University - CTLT, Pittsburg, KS, United States. (August 14, 2017 - October 31, 2017).

Conference Attendance, "First Annual PSu HRD Alumni Conference," PSU - HRD and BSWD programs and SEKCHRA, Pittsburg, Kansas, United States. (October 27, 2017).

Conference Attendance, "7th Annual Faculty Professional Development Day," PSU, Pittsburg, Kansas, United States. (August 16, 2017).

Workshop, "Introduction to Camtasia Relay," PSU, Pittsburg, Kansas, United States. (September 26, 2013).

TEACHING

Teaching Experience

Pittsburg State University

HRD 400, HRD INTERNSHIP, 1 course.
HRD 520, LEADERSHIP IN THE WORKPLACE, 1 course.
HRD 545, INTRO TO ORGANIZATIONAL DEVEL, 1 course.
HRD 555, DIVERSITY IN TECHNOLOGY MGMT, 5 courses.
HRD 565, WORKFORCE SUPERVISION, 1 course.
HRD 595, DEVELOPING A LEARNING ORGANIZA, 1 course.
HRD 597, ORGANIZATIONAL STAFFING, 3 courses.
HRD 598, TALENT MANAGEMENT, 1 course.
HRD 630, EMPLOYEE & LABOR RELATIONS, 3 courses.
HRD 653, WORKFORCE PREPARATION, 2 courses.
TM 350, SOCIETAL INFLUENCE OF TECH, 2 courses.
TM 390, TRADE & JOB ANALYSIS, 3 courses.
TM 399, TECH MGMT PROFESSIONAL DEVELOP, 1 course.
TM 500, INDUS ORGNZTN/TECHNOLOGY MGMT, 2 courses.
TM 501, WORK MEASURMT/EFFICIENCY METH, 1 course.
TM 520, LEADERSHIP IN THE WORKPLACE, 9 courses.
TM 555, DIVERSITY IN TECH MANAGEMENT, 1 course.
TM 605, SP PROB:HRD 598: TALENT MNGT, 4 courses.
TM 606, INDUSTRIAL SUPERVISION, 4 courses.
TM 653, WORKFORCE PREPARATION, 1 course.

Non-Credit Instruction

Workshop, United Brotherhood of Carpenters International, 35 participants. (February 24, 2020 - February 25, 2020).

Workshop, Carpenters International Training, 30 participants. (October 7, 2019 - October 8, 2019).

Continuing Education, Society for Human Resource Management, 9 participants. (October 15, 2018 - December 14, 2018).

Continuing Education, Society for Human Resource Management, 1 participant. (May 8, 2018 - July 13, 2018).

RESEARCH

Published Intellectual Contributions

Book Chapters

Smetana, J., Goris, T. V., Lewis, K. (2020). Coaching, Culture, and Generational Knowledge Transfer. In Heidrun Bichler-Ripfel & Florian Kragulj (Ed.), *Building Future Competencies, Challenges and Opportunities for Skilled Crafts and Trades in the Knowledge Economy*. (vol. 1/2, pp. 165). Vienna: IAGF - Institute for Applied Research on Skilled Crafts and Trades, Vienna, Austria (Paulus Stuller & Reinhard Kainz).

Refereed Journal Articles

Lewis, K. (2020). Technology in the Workplace: Redefining Skills for the 21st Century. *Midwest Quarterly*, 61(3), 348-355.

Conference Proceedings

Niu, Y., Lewis, K., Zhu, Y. (2021). In Roziah Mohd Rasdi, Nurul Afiqah Zulkifly, and Steven Eric Krauss (Ed.), *Challenges and support for Chinese immigrant mothers in career development*. Serdang, Selangor Darul Ehsan: The Joint Virtual Conference of AHRD-ARACD 2021. <http://ahrd-aracd.upm.edu.my/>

Smetana, J., Goris, T. V., Lewis, K. (2019). *Coaching, Culture, and Generational Knowledge Transfer* (pp. 534- 544). Vienna: Proceedings of the International Conference Theory and Applications in the Knowledge Economy (TAKE). https://www.take-conference2019.com/wp-content/uploads/2019/07/2019-07-10_TAKE2019_Conference-Proceedings.pdf

Presentations Given

Niu, Y. (Author & Presenter), Lewis, K. (Author), Zhu, Y. (Author), AHRD International Research Conference in Asia & The 13th Conference of The Asian Regional Association for Career Development, "Challenges and support for Chinese immigrant mothers in career development.," Kuala Lumpur, Malaysia and Virtual. (November 18, 2021).

Goris, T. V. (Author & Presenter), Smetana, J. (Author), Lewis, K. (Author), 2021 Annual MAM Conference, "Sustaining Academic Careers amidst COVID 19: A Collaborative Autoethnography of Women Academicians," Midwest Academy of Management (MAM), St. Ambrose University, Davenport, Iowa. (October 15, 2021).

Lewis, K. (Presenter), TSHRA Monthly Meeting, "Social & Emotional Intelligence," Tri State Human Resources Association, Joplin, MO. (June 16, 2021).

Johnson, M. L. (Presenter), Lewis, K. (Presenter), Smetana, J. (Presenter), PSU Faculty Development Day Presentation Encore, "Engaging Students in the Online Environment," Pittsburg State University, CTLT. (October 14, 2020).

Johnson, M. L. (Presenter), Lewis, K. (Presenter), Smetana, J. (Presenter), PSU Faculty Development Day Presentation, "Engaging Students in the Online Environment," Pittsburg State University, CTLT. (August 12, 2020).

Johnson, M. L. (Presenter), Lewis, K. (Presenter), PSU Faculty Development Day Encore Presentation, "Engaging Today's Students," Pittsburg State University, CTLT. (September 16, 2019).

Johnson, M. L. (Presenter), Lewis, K. (Presenter), PSU Faculty Development Day Presentation, "Engaging Today's Students," Pittsburg State University, CTLT. (August 14, 2019).

Current Research

"EXPLORING TRANSFORMATIVE LEARNING EXPERIENCE OF CHINESE IMMIGRANT MOTHERS IN CANADA AND THE US DURING THE COVID-19 PANDEMIC" (On-Going). This paper seeks to explore the transformative learning experiences of Chinese immigrant mothers in the United States and Canada during the COVID-19 pandemic.

"Sustaining Academic Careers amidst COVID 19: A Collaborative Autoethnography of Women Academicians" (Writing Results).

Research paper in progress for a peer reviewed publication of the Academy of Human Resource Development.

SERVICE

Department Service

Committee Chair, TWL Social Committee. (August 12, 2021 - Present).

Committee Chair, TWL Undergraduate Curriculum Committee. (August 16, 2018 - Present).

Attendee, Meeting, HRD/BSWD Weekly Meeting. (August 29, 2017 - Present).

Volunteer, Rumble in the Jungle. (October 30, 2021).

Committee Member, TWL Social Committee. (August 17, 2017 - May 10, 2021).

College Service

Committee Chair, COT Faculty Congress. (August 12, 2021 - Present).

Committee Chair, COT Undergraduate Curriculum Committee. (August 2020 - Present).

Attendee, Meeting, TWL Coordinators Meeting. (August 7, 2017 - Present).

Committee Member, COT Curriculum Committee. (August 16, 2018 - August 2020).

Lunch Service Volunteer, COT Open House. (November 1, 2019).

Volunteer, COT Hot Dog Feed. (September 2, 2019).

Volunteer Tour Guide, COT Open House. (November 2, 2018).

Volunteer, COT Hot Dog Feed. (September 27, 2018).

Volunteer, COT Hot Dog Feed. (October 3, 2017).

University Service

Recorder, Online & Distance Learning Committee. (September 21, 2021 - Present).

Committee Member, Undergraduate Curriculum Committee. (August 2020 - Present).

Committee Member, PSU Annual Steak Fry. (September 14, 2021).

Committee Chair, Online and Distance Learning Committee. (August 2019 - May 10, 2021).

Committee Member, Online Teaching Certificate Beta Group. (January 11, 2019 - May 2020).

Committee Member, PSU Annual Steak Fry. (September 24, 2019).

Committee Member, Get AHEAD in Kansas. (March 21, 2018 - September 30, 2018).

Committee Member, PSU Annual Steak Fry. (September 25, 2018).

Professional Service

Committee Member, MO SHRM State Council, Missouri. (January 2021 - Present).

Officer, President/Elect/Past, Tri State Human Resources Association, Joplin, MO. (January 1, 2021 - Present).

Member, SHRM Insights Research Panel, Alexandria, Virginia. (August 25, 2018 - Present).

Officer, Vice President, Tri State Human Resources Association, Joplin, MO. (November 12, 2018 - December 31, 2020).

Officer, Vice President, Tri-State Human Resource Association, Joplin, Missouri. (November 12, 2018 - December 2020).

Committee Chair, Tri-State Human Resource Association, Joplin, Missouri. (January 22, 2018 - January 22, 2019).

Officer, Treasurer, Southeast Kansas Corner Human Resource Association, Pittsburg, Kansas. (January 1, 2017 - August 28, 2018).

Public Service

Member, College Heights Christian School PTF, Joplin, Missouri. (September 12, 2018 - Present).

Task Force Member, CHCS Accelerated Reader Program, Joplin, Missouri. (August 30, 2018 - Present).

Member, CHCS Athletic Booster Club, Joplin, Missouri. (August 22, 2018 - Present).

Guest Speaker, Missouri Southern State University, Joplin, MO. (February 12, 2020).

Guest Speaker, Pittsburg High School - Mock Interview Prep Day, Pittsburg, Kansas. (October 19, 2017).

Consulting

Non-Governmental Organization (NGO), Tri State Human Resource Association, Wyandotte, OK. (October 15, 2021 - October 16, 2021).



RECEIVED

FEB 09 2022

Pittsburg City Clerk

Human Relations Commission

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Commission and made available to the press and public

Name: Jackeline K. Poraj

Home Address: 1251 S. 220th St. Pittsburg KS 66762

Mailing Address: 1251 S. 220th St. Pittsburg KS 66762

Occupation: Self-employed

Business Address: 405 S. Locust St. Pittsburg KS 66762

Home Telephone: (620) 249-8619

Business Telephone: (620) 249-8619

E-mail: poraj.jackie@gmail.com

Are you a resident of Pittsburg? yes If yes, how long have you lived in Pittsburg: 9 years

Current occupation (within last 12 months): Home depot then started my own business

Business interest in the last 12 months: _____

Previous Committee/Commission Experience: Currently in the committee at
Ministerios el Jordan.

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. Graduated PHS in 2016

Completed my general studies at Fort Scott Community College and
started my career studies at PSU. My bachelors degree is in progress.

Professional and/or community service activities: I have done fundraisers with the R.A.P.H.A. house. a charity based out of JOMO with the goal to end human trafficking. I am also fully involved with Ministerios El Jordan in the youth ministry, reaching to them through soccer to have a healthy and fun life.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: My wish to serve on this committee is to be more involved in my community. I can contribute with a new and different perspective, one that is a big part of our community in pittsburg ks and that's the Latino/Hispanic community.

The Human Relation Commission meets quarterly unless a request is made for additional meetings. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

Signature of Applicant: Jackie Porej

Date: 2/8/2022

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620)230-5532 or by email at tammy.nagel@pittks.org.

Please return your completed application on or before February 15, 2022 to:
City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762



RECEIVED

FEB 14 2022

Pittsburg City Clerk

Human Relations Commission

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Commission and made available to the press and public

Name: Joella R. Reid Skyles

Home Address: 112 Westfield Road, Pittsburg, Kansas 66762

Mailing Address: 112 Westfield Road, Pittsburg, Kansas 66762

Occupation: Retired (Former Teacher)

Business Address: 510 Deill Street, Pittsburg, Kansas 66762 (U.S.D. #250 Office - when employed)

Home Telephone: No Home Phone. Cell Phone is 620-704-3000

Business Telephone: No Business Phone

E-mail: joellaskyles@gmail.com

Are you a resident of Pittsburg? Yes If yes, how long have you lived in Pittsburg: 54 Years

Current occupation (within last 12 months): Retired

Business interest in the last 12 months: None

Previous Committee/Commission Experience: While I have no experience on any committee or commission within the framework of city governance, I have served in several volunteer capacities with various community organizations.

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. I have attached an updated resume for your perusal. Any questions you may have, I will gladly answer by means of email or phone call.

My contact information is included above.

Professional and/or community service activities: As listed in my resume, I am active in my church,
McCune Lions Club, the Sherman Cemetery Restoration Association, and the Kansas Association of
Retired School Personnel, at present.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: I have many years of experience interacting with members of this
community, in varying roles. I feel I would contribute to the quality of life of its citizens, by assisting this
commission in its endeavors to ensure that all are treated with respect and equality.

The Human Relation Commission meets quarterly unless a request is made for additional meetings. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

Signature of Applicant: Joella R. Reid Skyles

Date: February 14, 2022

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620)230-5532 or by email at tammy.nagel@pittks.org.

Please return your completed application on or before February 15, 2022 to:
City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762

JOELLA R. REID SKYLES

Home Address: 112 Westfield Road, Pittsburg, Kansas 66762

Cell Phone: (620) 704-3000

Email Address: joellaskyles@gmail.com

Education: Pittsburg State University, Pittsburg, Kansas

- *Masters – Community College Teaching 1992

Significant graduate credit hours have been earned in English,
Communications (Speech/Theatre), History, and Psychology.

Kansas State College of Pittsburg, Pittsburg, Kansas

- *Undergraduate – Bachelors Music Education 1972

- *Oswego High School – Diploma 1967

Work Experience: Pittsburg Community Schools, U.S.D. #250, 510 Deill St., Pittsburg, Kansas

- * Classroom Instructor – 8th Grade Social Studies, P. C. M. S. (1995-2014)

- *Creator & Director – Drama Intramural (Theatre Activity for Middle School)

- *Sponsor of P.C.M.S. Jr. International Thespian Society, Troupe #88445

- *Assistant Debate & Forensics Coach, Pittsburg High School (2004-2014)

- *Sponsor of National Champion Middle School History Bowl Teams 1999 & 2000

- *English/Language Arts, 7th & 8th Grade (1986-1995)

- *Developed Curriculum for, and taught, Speech Communications (8th Grade)

- *Vocal Music – Taught 6th – 12th Grades (1973-1985)

Work Experience: (cont.) Dublin Worldwide Productions, Highway 248, Branson, Missouri

- *June-August 2000

- *Manager – Incentives Program for Branson production of “Spirit of the Dance”
Initiated and managed coupon incentive program, which included distribution of discount coupons to every motel, hotel, and restaurant in the Branson/Tri-Lakes area, and keeping detailed records of coupon use from each establishment. This totaled, at the time, 189 businesses. During my employment, incentive payments averaged \$1,250.00 weekly (\$1.00 incentive for each adult ticket purchased).

- *August 1972-May 1973

- *Hume Public Schools, R-VIII, Hume, Missouri

- Instructor – Band & Vocal Music, Grades K-12

Honors:

- *Donus D. Roberts Diamond Coach Award – National Speech Association – 2014

- *U.S.D. #250 Distinguished Service Award – 2014

- *Pittsburg Community Schools Nominee – Clyde U. Phillips Distinguished Service Award 2005 & 2014

- *UniServ Southeast/KNEA Apple Award – Create Category 2010

- *Pittsburg Community Schools Nominee – Kansas Master Teacher 2002
- *Crawford County Republican Women – My Favorite Teacher Award 2002
- *PITSCO My Favorite Teacher Award – 2001
- International Thespian Society – Honorary Membership in Pittsburg H.S.
Thespian Troupe #3149 – Recognized for
contributions to theatre program in
Pittsburg Community Schools 1999
- *Who's Who Among America's Teachers – 1992, 1994, & 2005
- *Phi Kappa Phi – Scholastic Honor Society - Elected to membership 1993
- *Pinnacle – Honor Society for Non-Traditional Students – Selected 1992
- *Graduate Dean's Scholastic Honors – 1992
- *Theta Alpha Phi – National Dramatic Honors Fraternity – Elected 1985
- *Phi Alpha Theta – National History Honors Fraternity – Elected 1977

Activities:

- *National Education Association, Kansas N.E.A., & Pittsburg E.A.
Member 1973-2014
- *Served as Pittsburg E.A. Vice-President 1992-94, as editor
of the P.E.A. newsletter 1992-94, and as Delegate to the
N.E.A. National Convention 1993.
- *Pittsburg Community Theatre – joined as member in 1984. Served on the
Board of Directors from 1990-2020, as Secretary, Member-At-Large,
Co-Chairperson, and Chairperson. In addition, I was Musical Director and
Director for several productions. I also assisted with Children's Drama
Workshop (Jr. Starz).
- *First Baptist Church, Pittsburg, Kansas – Music Director (1986-Present),
Board of Trustees (2001-Present), and Treasurer (2017-Present)
- *Stilwell Heritage Foundation Board of Trustees (2007-2010)
- *Kansas Association of Retired School Personnel (2014-Present) - Secretary
- *Sherman Cemetery Restoration Association (2021-Present)
- *McCune Lions Club Member-At-Large (2022 -)

Licenses:

- *Kansas Teaching License – 1973-2017
- *Missouri Lifetime Certificate, Vocal & Instrumental Music, K-12

Publications:

- "Communication Education", Volume 39, Number 2, April 1990
Understanding Contemporary American Drama (W. Herman), Pgs. 166-67.
(My review of Mr. Herman's book was included in this national publication.)
- "History Club – Selected Student Papers", Spring 1978, Vol. IX, No. 1
Pittsburg State University, *Bound to Obey and Serve: A Sympathetic
Treatment of Jane Seymour*
(My paper was selected for inclusion in this university publication.)

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Quentin Holmes, Director of Community Development and Housing
CC: Tammy Nagel, City Clerk
Date: 4/11/22
Subject: Bid Award and Increase Acceptance
Atkinson Municipal Airport Apron Reconstruction Project
FAA AIP Project No. 3-20-0069-020

We ask the Commission to authorize award of the Construction Contract to Amino Brothers Company, Inc., pending FAA Concurrence of Award and successful acceptance of FAA grant, and the Commission authorizes City Staff to proceed with submitting grant application to the FAA.

The FAA expects that this can be funded with excess FY22 funds, which will leave the City's BIL funding available for future use.

Last November, we expected the local City Match (10%) to be \$167,250. Based on the bid price, the local City Match will be \$232,222. An increase from \$167,250 to \$232,222 is requested for approval.

Please place this item on the agenda for the City Commission meeting on Tuesday, April 12, 2022. Action necessary will be approval or disapproval of staff

Attachment: Supporting Award Documentation (5)

Quentin Holmes
Director of Housing and Community Development
City of Pittsburg, Kansas
620-230-5550



April 4, 2022

Mr. Quentin Holmes
City of Pittsburg, Kansas
201 W. 4th Street
Pittsburg, Kansas 66762

RE: Atkinson Municipal Airport / Pittsburg, Kansas
Apron Reconstruction and Expansion
AIP Project No. 3-20-0069-020
Olsson Project No. 021-03800
Recommendation of Contract Award

Dear Mr. Holmes

On March 25, 2022, three bids were opened for this project. The bidders and their bid amounts are listed below and on the attached bid tabulation.

Amino Brothers Co., Inc.	Home Center Construction	Emery Sapp and Sons LLC	Engineer's Estimate
\$2,253,974.20	\$2,847,208.96	\$3,277,648.02	\$1,690,803.50

No errors in calculations were found in the bid proposals.

Amino Brothers Co., Inc. was the low bidder. Their bid amount was 33% more than the engineer's estimate. The engineer's estimate for the project was finalized in December 2021. Since that time, the economic trend in the past few months has shown significant increases in the prices of labor, fuel, electrical materials (conduit, wire, components), steel, and cement.

When evaluating the Amino Brothers proposal by each individual bid item, it was identified that the primary cause of the high bid is the cost for bid item 18 - P-501 6" Concrete Pavement. The engineer's estimate projected a unit price of \$70.00 per square yard for concrete pavement, which is typically a conservative unit price. Amino Brothers Company's bid proposed a unit price of \$114.30 per square yard for concrete pavement. The quantity of concrete pavement on the project is 10,163 square yards. When extending the difference in bid value to the total quantity of bid item 18, the resulting cost variance is +/- \$450,000. If that bid item were excluded, the sum of the remaining bid items would be within 7% of the engineer's estimate, which is consistent with the recent economic trend.

Prior to the original bid opening date, contractors and suppliers notified Olsson of difficulties in obtaining coarse aggregate and cement which would meet the requirements of the P-501 specification. As such, the bid date was delayed 1 week to allow potential bidders more time to find effective solutions.

In addition to the recent economic trends, the following items contributed to the higher unit price of concrete for the project:

- Discussions with the bidders revealed that all contractors declined use of a mobile batch plant.
 - o While the project is large, it is divided into two phases, or halves, to allow the airport to maintain jet service during construction. This phasing lengthens the duration of the project and increases the cost associated with having a mobile batch plant on site.
- The FAA and KDOT's testing procedures and acceptance criteria differ for coarse aggregate D-Cracking. Therefore, availability of the coarse aggregate is limited and will be sourced from the Kansas City Metro area.
 - o Increased fuel prices have caused trucking costs to rise drastically associated with the coarse aggregate import.
- Class F Fly Ash is utilized to mitigate Alkali Silica Reactivity (ASR) as required in P-501.
 - o Class F Fly Ash is no longer available in the southeast Kansas market. Therefore, concrete suppliers were forced to source Type IP cement from Nebraska.
- Sourcing concrete from Joplin, MO suppliers resulted in similar challenges as compared to local suppliers. In addition, the trucking shortage and the haul distance from Joplin, MO concrete batch plants made that option infeasible for this project.

With consideration for the above factors, and after lengthy discussions with the contractors, Olsson believes that Amino Brothers Co., Inc. was furnishing a fair and reasonable bid price for the project, under the current economic conditions. The total cost was significantly impacted by the cost to produce concrete meeting the requirements of the P-501 specification.

Amino Brothers Co., Inc. provided a 5% bid bond as a bid guaranty in accordance with the contract documents.

Amino Brothers Co., Inc. met the Bidder Qualification requirements listed in the Instructions to Bidders, page IB-5.

All bidders acknowledged Addendums No. 1, 2, 3, and 4.

Amino Brothers Co., Inc. is committed to a minimum of 6.7% DBE utilization, which meets the contract goal of 6.7%.

Amino Brothers Company's Buy American Certification indicated their full compliance, and no waiver was requested. See attached forms.

The low bidder was not found on the Debarred Prime or Subcontractors List, found at: www.sam.gov

A tentative list of subcontractors is included in the bid proposal.

April 4, 2022

Olsson has thoroughly evaluated the bid and has determined Amino Brothers Co., Inc. to be responsive and responsible. Amino Brothers Co., Inc. has constructed multiple concrete pavement projects of similar size and scope throughout the region, including many projects for the City of Pittsburg, and they are qualified to do the work. Olsson has confirmed that Amino Brothers has a thorough understanding of the execution requirements of the P-501 specification, including the requirement to construct the project with a paving machine. Amino Brothers has demonstrated that they have the necessary equipment and personnel to construct a job of this nature.

Olsson evaluated the potential of re-bidding the project to obtain a price within the estimate. However, Olsson does not believe that re-bidding the project in the current market would yield different results without drastic modifications to the project requirements, ultimately resulting in a lower quality project. Olsson recommends that the City of Pittsburg thoroughly review the bids and the City's available funding. Following a review of the bids, Olsson recommends that the contract be awarded to Amino Brothers Co., Inc., pending FAA concurrence and allocation of federal funds.

The following items are enclosed:

1. Bid tabulation with engineer's estimate
2. Low bidder's complete proposal form, which includes:
 - a. Buy American Certification Form
 - b. Buy American Waiver Request Form
 - c. DBE Utilization Statement
 - d. DBE Letter of Intent
3. Plan Holder's List
4. Project Summary of Grant Costs (After-Bidding)

Please advise when the contract documents can be issued.

Sincerely,



Brian Coomes, P.E.
Project Engineer

cc: Andrea McKinnie, P.E. (FAA)

BID TABULATION

Bid Opening Date: March 25, 2022 - 10:00 a.m.
Atkinson Municipal Airport, Pittsburg, Kansas

Apron Reconstruction and Expansion
AIP Project No. 3-20-0069-020
Olsson Project No. 021-03800

CONTRACTOR					Amino Brothers Co., Inc. Kansas City, KS		Home Center Construction Pittsburg, KS		Emery Sapp and Sons LLC Springfield, MO		Engineer's Estimate	
Item No.	Spec	ITEM	QTY.	UNIT	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	\$33,845.00	\$33,845.00	\$57,000.00	\$57,000.00	\$12,142.83	\$12,142.83	\$30,000.00	\$30,000.00
2	C-102	Temporary Seeding	1.2	AC	\$337.50	\$405.00	\$350.00	\$420.00	\$2,844.95	\$3,413.94	\$500.00	\$600.00
3	C-102	Installation and Removal of Silt Fence	200	LF	\$7.93	\$1,586.00	\$6.50	\$1,300.00	\$8.54	\$1,708.00	\$5.00	\$1,000.00
4	C-102	Erosion Control Blanket KDOT Class 1 Type D	1,608	SY	\$4.50	\$7,236.00	\$5.00	\$8,040.00	\$3.34	\$5,370.72	\$3.50	\$5,628.00
5	C-102	Wattle Barrier Installation and Removal	258	LF	\$9.43	\$2,432.94	\$6.00	\$1,548.00	\$5.69	\$1,468.02	\$8.00	\$2,064.00
6	C-105	Mobilization [N.T.E. 10%]	1	LS	\$109,240.00	\$109,240.00	\$270,900.00	\$270,900.00	\$249,562.58	\$249,562.58	\$155,000.00	\$155,000.00
7	P-101	Asphalt Pavement Removal	8,182	SY	\$7.32	\$59,892.24	\$4.00	\$32,728.00	\$5.44	\$44,510.08	\$8.00	\$65,456.00
8	P-101	8" Storm Pipe Removal	225	LF	\$33.60	\$7,560.00	\$45.00	\$10,125.00	\$49.57	\$11,153.25	\$7.00	\$1,575.00
9	P-101	Marking Removal	32	SF	\$5.62	\$179.84	\$10.00	\$320.00	\$14.23	\$455.36	\$12.00	\$384.00
10	P-101	Inlet Structure Removal	3	EA	\$2,175.00	\$6,525.00	\$1,000.00	\$3,000.00	\$811.51	\$2,434.53	\$750.00	\$2,250.00
11	P-101	AV Fuel Sign and Appurtenances Relocation	1	LS	\$7,875.00	\$7,875.00	\$11,700.00	\$11,700.00	\$19,301.48	\$19,301.48	\$3,500.00	\$3,500.00
12	P-152	Unclassified Excavation (Established Quantity)	5,339	CY	\$26.16	\$139,668.24	\$19.50	\$104,110.50	\$22.60	\$120,661.40	\$15.00	\$80,085.00
13	P-152	Muck Excavation	500	CY	\$30.52	\$15,260.00	\$5.50	\$2,750.00	\$132.78	\$66,390.00	\$10.00	\$5,000.00
14	P-156	Cement Material (Delivered)	252	TN	\$235.12	\$59,250.24	\$192.50	\$48,510.00	\$248.93	\$62,730.36	\$250.00	\$63,000.00
15	P-156	12" Cement Treated Subgrade	10,501	SY	\$7.09	\$74,452.09	\$6.76	\$70,986.76	\$7.73	\$81,172.73	\$12.00	\$126,012.00
16	P-209	6" Crushed Aggregate Base Course	10,332	SY	\$20.63	\$213,149.16	\$24.30	\$251,067.60	\$22.56	\$233,089.92	\$15.00	\$154,980.00
17	P-501	Concrete Mix Design	1	LS	\$9,730.00	\$9,730.00	\$60,197.50	\$60,197.50	\$14,157.27	\$14,157.27	\$12,000.00	\$12,000.00
18	P-501	6" Concrete Pavement	10,163	SY	\$114.30	\$1,161,630.90	\$151.10	\$1,535,629.30	\$158.72	\$1,613,071.36	\$70.00	\$711,410.00
19	P-501	Tie-down Anchor	12	EA	\$123.73	\$1,484.76	\$350.00	\$4,200.00	\$370.76	\$4,449.12	\$250.00	\$3,000.00
20	P-620	Marking without Reflective Media	1,615	SF	\$3.15	\$5,087.25	\$3.15	\$5,087.25	\$10.67	\$17,232.05	\$4.00	\$6,460.00
21	P-620	Marking with Reflective Media	823	SF	\$3.54	\$2,913.42	\$3.50	\$2,880.50	\$11.38	\$9,365.74	\$5.00	\$4,115.00
22	P-620	Temporary Marking	823	SF	\$3.15	\$2,592.45	\$3.15	\$2,592.45	\$4.27	\$3,514.21	\$4.50	\$3,703.50
23	F-162	20' Chain Link Gate	1	EA	\$16,875.00	\$16,875.00	\$15,000.00	\$15,000.00	\$11,008.55	\$11,008.55	\$5,000.00	\$5,000.00
24	D-701	12" Class IV Reinforced Concrete Pipe (RCP)	108	LF	\$89.85	\$9,703.80	\$171.00	\$18,468.00	\$143.06	\$15,450.48	\$120.00	\$12,960.00
25	D-701	15" Class IV Reinforced Concrete Pipe (RCP)	255	LF	\$77.95	\$19,877.25	\$150.00	\$38,250.00	\$128.44	\$32,752.20	\$125.00	\$31,875.00
26	D-705	Edge Drain Riser	9	EA	\$1,195.00	\$10,755.00	\$1,400.00	\$12,600.00	\$1,845.54	\$16,609.86	\$1,500.00	\$13,500.00
27	D-705	4" Perforated Underdrain Pipe, Complete	940	LF	\$38.55	\$36,237.00	\$31.00	\$29,140.00	\$49.13	\$46,182.20	\$28.00	\$26,320.00
28	D-705	4" Non-Perforated Underdrain Pipe, Complete	171	LF	\$46.80	\$8,002.80	\$31.40	\$5,369.40	\$52.46	\$8,970.66	\$30.00	\$5,130.00
29	D-751	Inlet - Single Grate	5	EA	\$7,665.00	\$38,325.00	\$8,000.00	\$40,000.00	\$7,879.64	\$39,398.20	\$5,000.00	\$25,000.00
30	T-901	Seeding	1.2	AC	\$5,625.00	\$6,750.00	\$6,000.00	\$7,200.00	\$2,987.20	\$3,584.64	\$2,000.00	\$2,400.00
31	T-908	Mulching	0.9	AC	\$5,625.00	\$5,062.50	\$6,000.00	\$5,400.00	\$663.83	\$597.45	\$1,500.00	\$1,350.00
32	L-108	1/C No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Conduit	5,518	LF	\$2.42	\$13,353.56	\$2.40	\$13,243.20	\$8.54	\$47,123.72	\$3.00	\$16,554.00
33	L-108	2/C No. 6 AWG, 600V, L-824, THWN-2 with No. 8 Ground, Copper Cable, Installed in Conduit	621	LF	\$7.93	\$4,924.53	\$7.80	\$4,843.80	\$12.80	\$7,948.80	\$3.00	\$1,863.00
34	L-108	No. 6 AWG, Solid Bare Copper Counterpoise Wire, Installed In Trench, Including Connections/Terminations	2,083	LF	\$2.25	\$4,686.75	\$2.50	\$5,207.50	\$8.54	\$17,788.82	\$3.00	\$6,249.00
35	L-110	Non-Encased Electrical Conduit, 1-Way, 2" SCH 40 Conduit, Minimum 24" Cover	2,100	LF	\$11.25	\$23,625.00	\$11.00	\$23,100.00	\$42.68	\$89,628.00	\$8.00	\$16,800.00
36	L-110	Non-Encased Electrical Conduit, 1-Way, 2" SCH 80 Conduit, Minimum 24" Cover	1,131	LF	\$13.50	\$15,268.50	\$13.20	\$14,929.20	\$64.01	\$72,395.31	\$10.00	\$11,310.00
37	L-110	Pushed or Directional Bored Electrical Conduit, 1-Way, 2" SCH 80, Minimum 24" Cover	154	LF	\$28.12	\$4,330.48	\$27.50	\$4,235.00	\$128.03	\$19,716.62	\$30.00	\$4,620.00
38	L-115	Electrical Manhole Removal	2	EA	\$2,250.00	\$4,500.00	\$2,200.00	\$4,400.00	\$7,112.38	\$14,224.76	\$1,500.00	\$3,000.00

BID TABULATION

Bid Opening Date: March 25, 2022 - 10:00 a.m.
 Atkinson Municipal Airport, Pittsburg, Kansas

Apron Reconstruction and Expansion
 AIP Project No. 3-20-0069-020
 Olsson Project No. 021-03800

CONTRACTOR					Amino Brothers Co., Inc. Kansas City, KS		Home Center Construction Pittsburg, KS		Emery Sapp and Sons LLC Springfield, MO		Engineer's Estimate	
Item No.	Spec	ITEM	QTY.	UNIT	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
39	L-115	Electrical Junction Structure Removal	1	EA	\$112.50	\$112.50	\$500.00	\$500.00	\$4,267.43	\$4,267.43	\$250.00	\$250.00
40	L-115	Electrical Junction Structure (L-867)	3	EA	\$1,125.00	\$3,375.00	\$1,100.00	\$3,300.00	\$4,978.67	\$14,936.01	\$1,000.00	\$3,000.00
41	L-115	Electrical Junction Structure (L-867) (Group of 2)	1	EA	\$1,690.00	\$1,690.00	\$1,800.00	\$1,800.00	\$9,957.33	\$9,957.33	\$2,000.00	\$2,000.00
42	L-115	Electrical Junction Structure (L-867) (Group of 3)	1	EA	\$2,250.00	\$2,250.00	\$2,300.00	\$2,300.00	\$13,513.52	\$13,513.52	\$3,000.00	\$3,000.00
43	L-115	Electrical Junction Structure (L-867) (Group of 4)	2	EA	\$2,812.00	\$5,624.00	\$2,800.00	\$5,600.00	\$17,069.71	\$34,139.42	\$4,000.00	\$8,000.00
44	L-125	Base-Mounted Taxiway Light Relocation	20	EA	\$1,350.00	\$27,000.00	\$1,350.00	\$27,000.00	\$4,978.67	\$99,573.40	\$1,000.00	\$20,000.00
45	L-125	L-861T(L) Base-Mounted Taxiway Light	7	EA	\$1,295.00	\$9,065.00	\$1,265.00	\$8,855.00	\$6,401.14	\$44,807.98	\$1,200.00	\$8,400.00
46	Olsson 100	Construction Layout and Stakes	1	LS	\$20,700.00	\$20,700.00	\$40,000.00	\$40,000.00	\$21,586.08	\$21,586.08	\$10,000.00	\$10,000.00
47	Olsson 101	Temporary Safety and Phasing Procedures	1	LS	\$39,885.00	\$39,885.00	\$31,375.00	\$31,375.00	\$14,131.63	\$14,131.63	\$15,000.00	\$15,000.00
TOTAL					\$2,253,974.20		\$2,847,208.96		\$3,277,648.02		\$1,690,803.50	
DBE Participation (6.7% goal)					6.7%		2.5% & GFE		6.7%			
Bid Guarantee:					5% Bid Bond		5% Bid Bond		5% Bid Bond			
Addendum Nos. 1, 2, 3 & 4:					Yes		Yes		Yes			
Remarks:												

CITY OF PITTSBURG, KANSAS
ATKINSON MUNICIPAL AIRPORT
PROJECT NO. 3-20-0069-020

PROPOSAL FORM

ALL PAGES (1-15) OF THIS FORM MUST BE SUBMITTED WHEN BIDDING

TO: City of Pittsburg, KS THE BID OF Amino Brothers Co. Inc.
Name of Contractor

The undersigned hereby proposes to furnish all labor, permits, materials, machinery, tools, supplies, equipment and appurtenances necessary to faithfully perform all work required for construction of the Project in accordance with the bid documents, specifications, project drawings, and issued addenda within the specified time of performance for the following prices.

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	\$ 33,845.00	\$ 33,845.00
2	C-102	Temporary Seeding	1.2	AC	\$ 337.50	\$ 405.00
3	C-102	Installation and Removal of Silt Fence	200	LF	\$ 7.93	\$ 1,586.00
4	C-102	Erosion Control Blanket KDOT Class 1 Type D	1608	SY	\$ 4.50	\$ 7,236.00
5	C-102	Wattle Barrier Installation and Removal	258	LF	\$ 9.43	\$ 2,432.94
6	C-105	Mobilization [N.T.E. 10%]	1	LS	\$ 109,240.00	\$ 109,240.00
7	P-101	Asphalt Pavement Removal	8182	SY	\$ 7.32	\$ 59,892.24
8	P-101	8" Storm Pipe Removal	225	LF	\$ 33.60	\$ 7,560.00
9	P-101	Marking Removal	32	SF	\$ 5.62	\$ 179.84
10	P-101	Inlet Structure Removal	3	EA	\$ 2,175.00	\$ 6,525.00
11	P-101	AV Fuel Sign and Appurtenances Relocation	1	LS	\$ 7,875.00	\$ 7,875.00
12	P-152	Unclassified Excavation (Established Quantity)	5339	CY	\$ 26.16	\$ 139,668.24
13	P-152	Muck Excavation	500	CY	\$ 30.52	\$ 15,260.00
14	P-156	Cement Material (Delivered)	252	TN	\$ 235.12	\$ 59,250.24
15	P-156	12" Cement Treated Subgrade	10501	SY	\$ 7.09	\$ 74,452.09
16	P-209	6" Crushed Aggregate Base Course	10332	SY	\$ 20.63	\$ 213,149.16
17	P-501	Concrete Mix Design	1	LS	\$ 9,730.00	\$ 9,730.00
18	P-501	6" Concrete Pavement	10163	SY	\$ 14.80	\$ 1,161,630.90

**ADDENDUM NO. 1
FEBRUARY 25, 2022**

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
19	P-501	Tie-down Anchor	12	EA	\$ 123.73	\$ 1,484.76
20	P-620	Marking without Reflective Media	1615	SF	\$ 3.15	\$ 5,087.25
21	P-620	Marking with Reflective Media	823	SF	\$ 3.54	\$ 2,913.42
22	P-620	Temporary Marking	823	SF	\$ 3.15	\$ 2,592.45
23	F-162	20' Chain Link Gate	1	EA	\$ 16,875	\$ 16,875.00
24	D-701	12" Class IV Reinforced Concrete Pipe (RCP)	108	LF	\$ 89.85	\$ 9,703.80
25	D-701	15" Class IV Reinforced Concrete Pipe (RCP)	255	LF	\$ 77.95	\$ 19,877.25
26	D-705	Edge Drain Riser	9	EA	\$ 1,195	\$ 10,755.00
27	D-705	4" Perforated Underdrain Pipe, Complete	940	LF	\$ 38.55	\$ 36,237.00
28	D-705	4" Non-Perforated Underdrain Pipe, Complete	171	LF	\$ 46.80	\$ 8,002.80
29	D-751	Inlet - Single Grate	5	EA	\$ 7,665	\$ 38,325
30	T-901	Seeding	1.2	AC	\$ 5,625	\$ 6,750
31	T-908	Mulching	0.9	AC	\$ 5,625	\$ 5,062.50
32	L-108	1/C No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Conduit	5518	LF	\$ 2.42 ^{2.42 mps}	\$ 13,353.56
33	L-108	2/C No. 6 AWG, 600V, L-824, THWN-2 with No. 8 Ground, Copper Cable, Installed in Conduit	621	LF	\$ 7.93	\$ 4,924.53
34	L-108	No. 6 AWG, Solid Bare Copper Counterpoise Wire, Installed In Trench, Including Connections/Terminations	2083	LF	\$ 2.25	\$ 4,686.75
35	L-110	Non-Encased Electrical Conduit, 1-Way, 2" SCH 40 Conduit, Minimum 24" Cover	2100	LF	\$ 11.25	\$ 23,625.00
36	L-110	Non-Encased Electrical Conduit, 1-Way, 2" SCH 80 Conduit, Minimum 24" Cover	1131	LF	\$ 13.50	\$ 15,268.50
37	L-110	Pushed or Directional Bored Electrical Conduit, 1-Way, 2" SCH 80, Minimum 24" Cover	154	LF	\$ 28.12	\$ 4,330.48
38	L-115	Electrical Manhole Removal	2	EA	\$ 2,250.00	\$ 4,500.00
39	L-115	Electrical Junction Structure Removal	1	EA	\$ 112.50	\$ 112.50
40	L-115	Electrical Junction Structure (L-867)	3	EA	\$ 1125	\$ 3,375

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
41	L-115	Electrical Junction Structure (L-867) (Group of 2)	1	EA	\$ 1,690.00	\$ 1,690.00
42	L-115	Electrical Junction Structure (L-867) (Group of 3)	1	EA	\$ 2,250.00	\$ 2,250.00
43	L-115	Electrical Junction Structure (L-867) (Group of 4)	2	EA	\$ 2,812.00	\$ 5,624.00
44	L-125	Base-Mounted Taxiway Light Relocation	20	EA	\$ 1,350.00	\$ 27,000.00
45	L-125	L-861T(L) Base-Mounted Taxiway Light	7	EA	\$ 1,295.00	\$ 9,065.00
46	Olsson 100	Construction Layout and Stakes	1	LS	\$ 20,700.00	\$ 20,700.00
47	Olsson 101	Temporary Safety and Phasing Procedures	1	LS	\$ 39,885.00	\$ 39,885.00
TOTAL ESTIMATED COST					\$ 2,253,974.20	

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each of the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **90 days** from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within fifteen (15) days of the notice-of-award and furthermore and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.

- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **70 working days** from the commencement date specified in the Notice-to-Proceed, **and within all phase-specific time of performance requirements, which are detailed in Section 2 of the Special Provisions.**
- h. The undersigned acknowledges and accepts that for each and every working day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **the Values per Phase listed in Section 3 of the Special Provisions** per working day and/or calendar day as a liquidated damage to the OWNER.
- i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of **6.7%** for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, "Utilization Statement" and "Letter of Intent"
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.
- k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if she/he has not submitted a complete compliance report within 12 months proceeding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
 2. Has 50 or more employees.
 3. Is a prime contractor or first tier subcontractor.
 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.

- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.

- b. **Certification of Non-Segregated Facilities: (41 CFR Part 60-1.8)**

The BIDDER, as a potential federally-assisted construction contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

- c. **Trade Restriction Certification: (49 CFR Part 30)**

The Bidder, by submission of an offer certifies that it:

- 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

d. Certificate Regarding Debarment and Suspension (Bidder or Offeror)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

e. Certification Regarding Debarment and Suspension (Successful Bidder Regarding Lower Tier Participants)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

f. Lobbying and Influencing Federal Employees

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- g. **Buy American Certification:** (Title 49 U.S.C. Chapter 501)
As a condition of bid responsiveness, the bidder must indicate how it intend to comply with the Buy American preferences established under Title 49 U.S.C. Section 50101. The bidder must complete the attached Buy American certification. If the bidder requests a permissible waiver to the Buy America requirements, the Bidder identified with the apparent low bid must submit a formal waiver request and component cost calculation within the prescribed time identified on the Buy American certification.
- h. The undersigned agrees to comply with all current and applicable federal, state and local rules and regulations governing the safety of men and materials during its operations including observing the requirements of the Occupational Safety and Health Administration (OSHA).
- i. If there is an additional charge for the insurance naming the City of Pittsburg and the Engineer as an additional insured, the amount must be shown here. The amount shown will not change the total bid. A blank or inserting a zero will mean the Bidder's insurance company does not charge an extra fee for naming the City of Pittsburg and the Engineer as an additional insured per the Special Provisions. \$_____
- j. The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please check the appropriate box and if checking the second box, fill in the blank.)
- ☒ The bidder/offeror is committed to a minimum of **6.7%** DBE utilization on this contract.
- ☐ The bidder/offeror, while unable to meet the DBE goal of **6.7%**, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

ATTACHMENTS TO THIS BID and ADDITIONAL SUBMITTALS

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty in the form of enclosed Bid Bond;
2. Buy American Certification Form: Signature and company name required.
3. DBE forms "Utilization Statement" and "Letter of Intent". Note that the subcontractor's signature on the Letter of Intent is not required to be attached, but must be submitted within 5 days of the bid opening.

The undersigned agrees to submit the following documents within 2 working days of the bid opening. The undersigned agrees that these documents will be made a part of this Bid.

4. Signature from each proposed DBE subcontractor on the previously submitted DBE "Letters of Intent".
5. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.

The undersigned acknowledges receipt of the following addenda:

Addendum Number 1 dated 2-25-22

Addendum Number 2 dated 3-14-22

Addendum Number 3 dated 3-16-22

Addendum Number 4 dated 3-22-22

Business: Amino Brothers Co., Inc.

By: 
(Signature of Authorized Officer)

(Printed Name) Mary J. Sullivan
CEO

Address: _____

Title: _____

City, State, Zip AMINO BROTHERS COMPANY, INC.

Federal ID No. 48-2626195

Phone 8110 KAW DR. P.O. BOX 11277

KANSAS CITY, KS 66111-1748

Fax 913-334-2330 FAX 913-334-0444

Email dseeman@aminoobros.com

Certificate of Buy American Compliance

(Title 49 U.S.C. Section 50101)

PROJECT NAME:	Apron Reconstruction and Expansion
AIRPORT NAME:	Atkinson Municipal Airport
AIP NUMBER:	3-20-0069-020

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder/offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder/offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States; or
 - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing US domestic products.
- To furnish US domestic product for any waiver request that the FAA rejects.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 - To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

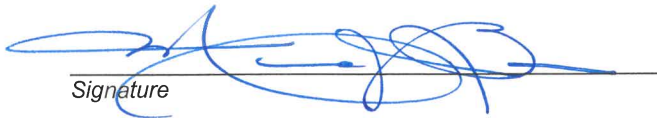
- Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at place of manufacture.

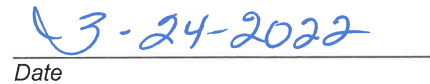
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product.
- b) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.


Signature


Date

Amino Brothers Co. Inc
Bidder's Firm Name

Title

Mary J. Sullivan
CEO

Buy American Waiver Request
Title 49 U.S.C Section 50101 (b)

**For Airfield Development Projects funded under the
Airport Improvement Program**

Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4). The bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval. The bidder must select one of the following applicable waiver provisions:

- ☒ Section 50101(b)(3): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified below. The bidder certifies that 100 % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States. (Bidder must attach a copy of the component cost calculation table)

Equipment: _____

- ☐ Section 50101(b)(4): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%. (Note: This type of waiver is very rare)

Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

Signature

Date

Bidder's Firm Name

Title

Instructions for Section 50101(b)(3) Waiver:

- "Equipment" in Section 50101 shall mean the following:
 - Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
 - Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
 - A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
 - Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage: http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls
- The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
- Components/subcomponents are the material and products composing the "equipment".
- The final assembly of the AIP-funded "equipment" must be within the USA (Section 50101(b)(3)(B)). Final assembly is the substantial transformation of the components and subcomponents into the end product.
- All steel used in the "Equipment" must be produced in the United States.
- The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
- The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

Instructions for Section 50101(b)(4) Waiver:

- The 25% cost increase waiver is rarely applicable. Consult Owner before making this request.

North America Free Trade Act (NAFTA)

The NAFTA **does not** apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

COMPONENT COST CALCULATION TABLE

- In lieu of completing this table, bidder may prepare a spreadsheet that addresses the same information and calculations as presented herein.
- An authorized person shall attest under signature and date that the submitted information is accurate and complete.
- The bidder/contractor shall submit the signed component cost calculation table to the Owner as an attachment to the waiver request
- The component breakout shall be along major components of the equipment.
- Submit separate calculation for each different equipment types. Do not combine the component cost calculations of different types of equipment.
- For Airfield development projects, equipment is defined as the "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53 and the b) individual bid items as established within FAA Advisory Circular 150/5370-10. The individual bid item method may not be applied to the "L" type items.

Equipment Type: _____

Component/Subcomponents	Name of Manufacturer	Country of Origin	Cost of Foreign Manufactured Components/Subcomponents	Cost of USA Manufactured Components/Subcomponents

Sum of US Manufactured Component/Subcomponent Costs: _____

Sum of all Equipment Components and Subcomponents: _____

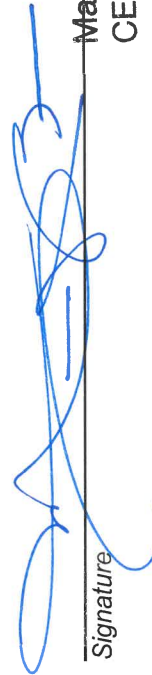
Percentage of Equipment Components Manufactured in the United States: _____

Place of Final Assembly: _____

Certification Signature
I hereby certify the above information is accurate and complete.

Amino Brothers Co., Inc. 3/24/22

Bidder's Firm Name _____ Date _____


Signature _____
Mary J. Sullivan
CEO

**UTILIZATION STATEMENT
(DBE Participation Form)
Disadvantaged Business Enterprise**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please mark the appropriate box and if checking the second box, fill in the blank.)

- ☒ The bidder/offeror is committed to a minimum of 6.7% DBE utilization on this contract.
- ☐ The bidder/offeror, while unable to meet the DBE goal of 6.7%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

AMINO BROTHERS Co., INC.
Bidder's/Offeror's Firm Name

Signature

Date

3/31/2022

DBE UTILIZATION SUMMARY

	<u>Contract Amount</u>	<u>DBE Amount</u>	<u>Contract Percentage</u>
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ <u>151,029.85</u> x 1.00 =	\$ <u>151,029.85</u>	<u>6.7</u> %
DBE Supplier	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE		\$ _____	_____ %
DBE Goal			_____ %

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name: AMINA BROTHERS INC.
8010 KAW DRIVE PO. BOX 11277
Address: KANSAS CITY KS 66114
City: _____ State: _____ Zip: _____

DBE Firm: MIDWEST CONTRACTING SERVICES, LLC
DBE Firm: DBA R&B TRUCKING
Address: 8100 BLUE PARKWAY DRIVE
City: KANSAS CITY State: MO Zip: 64133

DBE Contact Person: Name: RHONDA SHEEMAKER Phone: (816) 358-2900

DBE Certifying Agency: KDOT Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: ☐ Prime Contractor ☒ Subcontractor ☐ Joint Venture
☐ Manufacturer ☐ Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total
7	PAVEMENT REMOVAL HALL	8,182 SY	\$24,980.00
12	DIRT HAUL	5,339 CY	\$23,200.00
16	AGGREGATE HALL	3,750 TON	\$36,500.00

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 84,680.00 Percent of total contract: 3.76 %

AFFIRMATION:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Rhonda Sheemah member
(Signature) (Title)

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

LETTER OF INTENT**Disadvantaged Business Enterprise**

(A separate form shall be submitted for each DBE firm)

Bidder: Name: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Firm: Name: Cillessen & Sons, Inc.Address: 2300 E TiguaCity: Kechi State: KS Zip: 67067**DBE Contact Person:** Name: Paula Cillessen Phone: (316) 682-2400**DBE Certification Agency:** KS Dept. of Transportation Expiration Date: 5/12/2023

Each DBE firm shall submit evidence (such as a photocopy) of their KDOT certification.

DBE Classification: ☐ Contractor ☒ Subcontractor ☐ Joint Venture
 (Check all that apply) ☐ Manufacturer ☐ Supplier ☐ Owner-Operator Trucking

Work Items to be performed by DBE	Description	Quantity	Total
006	Mobilization	Lump Sum	\$ 3,000.00
009	Marking Removal	32	\$ 160.00
011	AV Fuel Sign Relocation	Lump Sum	\$ 2,992.50
020	Marking w/o Reflective Media	1,615	\$ 4,522.00
021	Marking w Reflective Media	823	\$ 2,592.45
022	Temporary Pvmt Marking	823	\$ 2,304.40
047	Temp Safety & Phasing Procedures	Lump Sum	\$ 16,431.00

The Bidder is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE Contract Amount: \$ 29,009.85 ~~32,002.35~~ Percent of Total Contract: 1.3%

Affirmation:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Paula Cillessen President
 (Signature) (Title)

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer

Name: AMINA BROTHERS, INC.
Address: 3310 KAW DRIVE P.O. BOX 11277
City: KANSAS CITY, KS 66111 State: _____ Zip: _____

DBE Firm:

DBE Firm: PERRY FULSAM CONSTRUCTION, INC.
Address: 858 BLACKJACK
City: GRENDLA State: KS Zip: 67346

DBE Contact Person: Name: PERRY FULSAM Phone: (620) 218-5811

DBE Certifying Agency: KDOT Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification:

☐ Prime Contractor
☐ Manufacturer

☒ Subcontractor
☐ Supplier

☐ Joint Venture

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total
<u>2</u>	<u>TEMP SEEDING</u>	<u>1.2 AC</u>	<u>\$ 360.00</u>
<u>3</u>	<u>SILT FENCE</u>	<u>200 LF</u>	<u>\$ 1,000.00</u>
<u>4</u>	<u>EROSION CONTROL BLANKET</u>	<u>1,608 SY</u>	<u>\$ 6,432.00</u>
<u>5</u>	<u>WATTLE BARRIER</u>	<u>258 LF</u>	<u>\$ 1,548.00</u>
<u>6</u>	<u>MOBILIZATION</u>	<u>1 LS</u>	<u>\$ 2,500.00</u>

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ _____ Percent of total contract: _____ %

AFFIRMATION:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Priscilla Newton secretary
(Signature) (Title)

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer

Name: AMINA BROTHERS INC.
Address: 1010 KAW DRIVE P.O. BOX 11277
City: KANSAS CITY, KS State: 66111 Zip: 66111

DBE Firm:

DBE Firm: PERRY FULSAM CONSTRUCTION, INC.
Address: 858 BLACKJACK
City: GRENDLA State: KS Zip: 67346

DBE Contact Person: Name: PERRY FULSAM Phone: (620) 218-5211

DBE Certifying Agency: KDOT Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification:

☐ Prime Contractor
☐ Manufacturer

☒ Subcontractor
☐ Supplier

☐ Joint Venture

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total
30	SEEDING	1.2 AC	\$16,000.00
31	MULCHING	0.9 AC	\$4,500.00
23	20' CHAIN LINK GATE	1 EA	\$15,000.00

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 37,340.00 Percent of total contract: 1.7% %

AFFIRMATION:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Priscilla Metton secretary
(Signature) (Title)

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

TENATIVE LIST OF SUBCONTRACTORS

AIP Project: 3-20-0069-020

Airport: Atkinson Municipal Airport

Location: Pittsburg, Kansas

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore, the Airport Sponsor requires that the prime contractor to submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regard to the firms listed on the DBE Participation Statement.

PROPOSED SUBCONTRACTORS

SUBCONTRACTOR	WORK TO BE PERFORMED	APPROXIMATE DOLLAR VALUE
1. <u>J.A. LILLIG EXCAVATING, INC.</u>	<u>CEMENT TREATED SUBG.</u>	<u>\$ 104,130.46</u>
2. <u>LILLISSEN & SONS, INC.</u>	<u>PRMT MARK & TRAF. CONT.</u>	<u>\$ 29,009.85</u>
3. <u>PERRY FULSON CONST. INC.</u>	<u>SEED, ERDS, CONT., GATE</u>	<u>\$ 37,340.00</u>
4. <u>STRUKELE ELECTRIC, INC.</u>	<u>ELECTRICAL</u>	<u>\$ 117,179.75</u>
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

SIGNED _____

BY _____

Mary J. Sullivan
(printed name)
CEO

COMPANY _____

Amino Brothers Co., Inc.

DATE _____

3-24-2022

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Amino Brothers Company, Inc.
8110 Kaw Drive
Kansas City, KS 66111

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Pittsburg, KS
201 West 4th Street
Pittsburg, KS 66762

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Apron Reconstruction and Expansion Atkinson Municipal Airport

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of March, 2022

Dennis M. Jones
(Witness)

Amino Brothers Company, Inc.

(Principal)

Mary J. Sullivan
(Seal)
CEO

By:

(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:

(Title) Tyler Wigger

Attorney-in-Fact

Surety Phone No. 617-357-9500

Barbara Day
(Witness)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**Liberty
Mutual.**

SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Tyler Wigger of the city of Kansas City, state of MO, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Amino Brothers Company, Inc.

Obligee Name: City of Pittsburg, KS

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

SS

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044

Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of March, 2022.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Plan Holder Report as of 03/25/2022 09:19 AM CDT

Pittsburg, KS; Atkinson Airport, Apron Reconstruction and Expansion

Quest eBidDoc™ Number: 8133090

Closing Date: Fri, 03/25/2022 10:00 AM CDT

Posting Type: Construction Project

Owner Name: City of Pittsburg

Solicitor Name: Olsson, Inc. (Pittsburg, KS)

Contact: Brian Coomes/Joyce Ewing

Phone: 620-670-5102

Email: jewling@olsson.com

Company	Address	Contact	Email Address	Phone	Fax	Business Certification	Business Designation	Entry Date	Document Type	Comments
Emery Sapp & Sons, Inc. - Springfield	5350 E. State Highway AA, Springfield, MO-65803	Jack Rowden	jack.rowden@emerysapp.com	417-833-9915	417-833-9981		Prime Bidder	02/19/2022	eBidDoc	
Amino Brothers Co., Inc.	8110 Kaw Drive, Kansas City, KS-66111	Steve Gripka	steve@aminobros.com	913-334-2330	913-334-0144	DBE,WBE	Prime Bidder	02/19/2022	eBidDoc	
Dodge Data & Analytics Next Member Numbe	2860 S State Hwy 161, Grand Prairie, TX-75052	Adam Bouman	dodge.docs@construction.com	513.666.3354	800-768-5594		Plan Room	02/21/2022	eBidDoc	
Jeff Asbell Excavating and Trucking	9400 State Hwy 171, Carl Junction, MO-64834	Rusty Snyder	bids@jeffasbell.com	417-649-1269	417-649-1269		Prime Bidder	02/21/2022	eBidDoc	

Company	Address	Contact	Email Address	Phone	Fax	Business Certification	Business Designation	Entry Date	Document Type	Comments
ConstructConnect	3825 Edwards Rd, Cincinnati, OH 45209	Eric Mills	content@constructconnect.com	800-364-2059	866-570-8187		Plan Room	02/22/2022	eBidDoc	
ADB Safegate	977 Gahanna Parkway, Columbus, OH 43230	Jason Watson	jason.watson@adbsafegate.com	614-861-1304	X2200		Supplier	02/22/2022	eBidDoc	
Cillessen & Sons, Inc.	P O Box 9, Kechi, KS-67067	Paula Cillessen	cillessenplans@gmail.com	316-682-2400	316-682-0335	WBE,SBE,DBE	Subcontractor	02/22/2022	eBidDoc	
Koss Construction Co	5830 Sw Drury Ln, Topeka, KS-66604	Mark Haines	mah@kossconstruction.com	785-228-2928	785-228-2927		Prime Bidder	02/22/2022	eBidDoc	
Screed Tech	70601 567th Avenue, Fairbury, NE-68352	Ben Larkins	screedtech.niki@gmail.com	402-740-7840	888-275-7687		Prime Bidder	02/22/2022	eBidDoc	
LaForge & Budd Construction Co., Inc.	2020 N 21st, Parsons, KS-67357	Teresa Hays	teresa@laforgebudd.com	620-778-0782	620-421-0249	SBE	Prime Bidder	02/23/2022	eBidDoc	
ePlan	1400 Forum Blvd Ste 7B, Columbia, MO-65203	Eplan Reporter	eplan@eplanbidding.com	5734477130	573-355-5404		Plan Room	02/25/2022	eBidDoc	
Smoky Hill Construction	645 E. Crawford, Ste E8, Salina, KS-67401	Kelly Brown	kellybrown@smokyhillconst.com	785-825-1224	785-825-7416		Prime Bidder	03/07/2022	eBidDoc	

Company	Address	Contact	Email Address	Phone	Fax	Business Certification	Business Designation	Entry Date	Document Type	Comments
J. Graham Construction	1306 S Elm, Coffeyville, KS-67337	Tyler Strickland	tstrickland@jgrahamconstruction.com	6209485088		DBE	Construction Manager	03/08/2022	eBidDoc	
L&S Electric LLC	PO Box 1701, Salina, KS-67402	Barry Little	brlitttle@gmail.com	785-820-1898		Vet Pref	Subcontractor	03/09/2022	eBidDoc	
Home Center Construction, Inc.	420 W. Atkinson Rd., Pittsburg, KS-66762	Bill Warlop	hcc@hccgeneralcontractors.com	620-231-0992	620-231-6962		Prime Bidder	03/17/2022	eBidDoc	

**U.S. Department of Transportation
Federal Aviation Administration
FAA Central Region**

PROJECT GRANT SUMMARY (After Bidding)

Atkinson Municipal Airport - Pittsburg, Kansas

3-20-0069-XXX

PROJECT ITEMS	Total Costs	Ineligible	AIP Eligible
ADMINISTRATION:			
1. Newspaper Ad	\$ _____	\$ _____	\$ 0.00
2. Shipping and Mailing	\$ _____	\$ _____	\$ 0.00
3. Independent Estimates	\$ _____	\$ _____	\$ 0.00
4. Legal Expenses	\$ 500.00	\$ _____	\$ 500.00
5. Approved Misc.Expenses	\$ 1,748.02	\$ _____	\$ 1,748.02
ENGINEERING			
1. Preliminary Design Phase	\$ _____	\$ _____	\$ 0.00
2. Final Design Phase	\$ _____	\$ _____	\$ 0.00
3. Bidding	\$ _____	\$ _____	\$ 0.00
4. Construction (Add'l 30 Working Days - <i>In Negotiation</i>)	\$ 66,000.00	\$ _____	\$ 66,000.00
5. Close Out	\$ _____	\$ _____	\$ 0.00
FORCE ACCOUNT <i>(Prior FAA Approval Required)</i>			
1. Design	\$ 0.00	\$ _____	\$ 0.00
2. Construction Observation	\$ 0.00	\$ _____	\$ 0.00
3. Construction Development	\$ 0.00	\$ _____	\$ 0.00
CONSTRUCTION			
Contractor			
1. Base Bid Construction Costs	\$ 2,253,974.20	\$ _____	\$ 2,253,974.20
2. Alternate Bid Construction Costs	\$ 0.00	\$ _____	\$ 0.00
3. Change Orders	\$ 0.00	\$ _____	\$ 0.00
4. Final Quantity Adjustment	\$ 0.00	\$ _____	\$ 0.00
5. Liquidated Damages	\$ 0.00	\$ _____	\$ 0.00
FAA FLIGHT CHECK			
1. Flight Check	\$ 0.00	\$ _____	\$ 0.00
2. Correspondence	\$ 0.00	\$ _____	\$ 0.00
TOTALS	\$ 2,322,222.22	\$ _____	\$ 2,322,222.22
AIP FEDERAL SHARE 90 %			\$ 2,090,000.00
FINAL FEDERAL SHARE <i>(Round down to Nearest Whole Dollar)</i>			\$ 2,090,000.00
SPONSOR SHARE 10%			\$ 232,222.22

This form shows typical information required of a final project cost summary. Sponsors and Consultants may modify this form as necessary to better reflect the specific project costs.

LONG FORM

LAND LEASE

Lessor

Lessor:	City of Pittsburg
Entity:	Municipality
Mailing Address:	201 West 4 th Street
City, State, Zip:	Pittsburg, KS 66762

And

Lessee

Lessee:	Watco Transloading, L.L.C.
Entity:	A Delaware Limited Liability Company
Mailing Address:	315 W. Third Street
City, State, Zip:	Pittsburg, KS 66762

Lessor desires to lease property to Lessee for and in consideration of the mutual benefits and obligations set forth in this Lease, the Lessor and Lessee agree to be bound on as follows:

1. **LEASED PREMISES.**

- 1.1. Lessor hereby leases to Lessee the property depicted on **Exhibit A**, located in the City of Pittsburg, County of Crawford, and State of Kansas (“Leased Premises”).

2. **TERM/TERMINATION.**

- 2.1. The term of this Lease (“Initial Term”) shall be for ten (10) years commencing on **April 1, 2022** (“Commencement Date”) and unless sooner terminated as hereinafter provided expire on **March 31, 2032** (the “Initial Term”). After the foregoing Initial Term, the Lease shall automatically renew for successive terms of ten (10) years each (“Renewal Terms”).
- 2.2. After the foregoing Initial Term, both Lessee and Lessor have the option to terminate this Lease by providing written notice to the other party of intent to terminate at least one hundred and twenty (120) days in advance of termination date.

3. **BASE RENT.**

3.1. Base Rent for the Leased Premises shall be as follows:

Initial Term		Annual Base Rent
April 1, 2022	to March 31, 2032	\$1.00

3.2. At the end of the Initial Term and commencing on the date of the initial Renewal Term, the Base Rent shall increase to the annual rate of \$1,000.00, due and payable on the first (1st) day of April each year the Lease remains in effect.

4. **USE.**

- 4.1. Lessee shall use the Leased Premises solely for the purpose to establish and develop a multimodal rail transload facility, including but not limited to the construction of entrance, roadway, tracks, buildings, warehouses and any other infrastructure deemed necessary and for no other purpose (“Use”), and without the prior written consent of Lessor. Lessor shall commence construction of the improvements on the Leased Premises no later than ninety (90) days from the date materials are received. At the time Lessor decides to extend the roadway located within the Leased Premises, Lessor and Lessee agree to enter into a mutually acceptable maintenance and usage agreement.
- 4.2. Lessee shall, at its sole cost and expense, promptly comply with all present and future laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any governmental authority or court of competent jurisdiction affecting the Use and condition of the Leased Premises and any equipment placed or used thereon and Lessee’s operations and activities on the Leased Premises.
- 4.3. Lessee shall have the right to demolish, rebuild, remodel, or alter such improvements at any time during the term of this Lease in Tenant’s sole discretion, or to build improvements at any time during the term of this Lease in Tenant’s sole discretion, or to build additional improvements on the Leased Premises, as long as such activities are carried out in compliance with all applicable laws, ordinances, and regulations. Until the termination of this Lease, Lessee shall own in fee simple all such improvements so constructed by Lessee. Upon termination of this Lease for any reason, fee simple title to all such permanent improvements and fixtures, but not to trade fixtures and personal property, shall immediately vest in Lessor, and Lessee shall execute such instruments reasonably required by Lessor to evidence such ownership of record.

5. **LESSOR RESERVED RIGHTS.**

- 5.1. Lessee shall permit Lessor and its Agents to enter the Premises at all reasonable times following reasonable notice which shall be twenty-four (24) hours (except in the event of an emergency), for the purpose of inspection, maintenance or making repairs, alterations or additions. Lessor will make reasonable efforts not to inconvenience Lessee in exercising the foregoing rights.
- 5.2. So long as Lessee observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

6. **TAXES AND ASSESSMENTS.**

- 6.1. Lessor shall pay and continue to pay during the term of this Lease, all real property taxes, before such become delinquent. If, as a result of any improvements completed by the Lessee, the Lessor's taxes would increase, the Lessee agrees to reimburse Lessor the amount of the increase within thirty (30) days of receiving the tax statement from the Lessor.

7. **UTILITIES.**

- 7.1. Lessee, at its sole cost and expense (including fees for permits and similar documents), shall obtain all utility services required or desired by Lessee, including the installation of meters and submeters if none exist. Lessee shall be responsible for all charges for utilities consumed by, and supplied to, Lessee by the provider thereof.

8. **CONDITION OF LEASED PREMISES AND MAINTENANCE.**

- 8.1. Lessee has fully inspected and accepts the Leased Premises.
- 8.2. Lessee shall keep the condition of the Leased Premises in good order and in safe condition and shall perform and bear the entire expense of all repairs, maintenance, alterations, or improvements to their operation on Leased Premises (land and all improvements) including without limitation snow and ice removal; vegetation control; adjacent walkways; roads; parking areas; electrical; utility supply lines; and other systems on the Leased Premises related to Lessee's use.

9. MECHANICS LIENS.

- 9.1 Lessee shall not do or suffer anything to be done whereby the Leased Premises or any part thereof may be encumbered by a mechanic's or similar lien and if, any mechanic's or similar lien is filed against the Leased Premises or any part thereof purporting to be for or on account of any labor, material or services furnished in connection with any work in or about the Leased Premises done by, for or under the authority of the Lessee or anyone claiming by, through or under the Lessee, the Lessee shall secure the discharge thereof within ninety (90) days after the date of filing; provided, however, that the Lessee shall have the right to contest any such mechanic's or other lien filed against the Leased Premises or any part thereof if within such ninety (90) day period it notifies the Lessor of its intention so to do, diligently prosecutes any such contest that for all times effectively prevents any official or judicial sale of the leased premises under execution or otherwise, pays or otherwise satisfies any final judgment rendered on said contested lien claim and thereafter promptly procures record satisfaction or release thereof.

10. LIABILITY.

- 10.1. **TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND LESSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "LESSOR INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSEE.**
- 10.2. **TO THE FULLEST EXTENT PERMITTED BY LAW, LESSOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LESSEE AND LESSEE'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "LESSEE INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND OR DESCRIPTION OF ANY**

PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR.

11. ENVIRONMENTAL COMPLIANCE.

- 11.1. Lessee in its use, occupancy and possession of the premises must comply with all applicable Federal, State and Local ordinances, rules, regulations, requirements and laws, including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises. If, as a result of Lessee's use, occupancy or possession of the premises, any such ordinance, rule, regulation, requirement, decree, consent decree, judgement, permit or law is violated, or if, as a result of Lessee's use, occupancy or possession of the premises, any pollutant, hazardous material, hazardous waste or toxic wastes, should enter, be released from or otherwise affect any part of the premises (including surface, subsurface, airborne and/or ground contamination) then Lessee agrees to defend, indemnify, and hold harmless Lessor from and against any penalties, fines, costs (including, but not limited to response, remediation, removal and clean-up costs, legal fees, and court costs), corrective action, natural resource damage, and damages and expenses of any other nature whatsoever threatened against, imposed upon or incurred by Lessor; provided, however, Lessee will not be responsible or held liable for any Pre-Existing Environmental Conditions. "Pre-Existing Environmental Condition" means (i) any contamination or alleged contamination of the Leased Premises prior to the Effective Date, whether resulting or alleged to result in whole or in part from releases on the Leased Premises or releases from any property other than the Leased Premises that migrate or leach to the Leased Premises; or (ii) any contamination or alleged contaminations of other property prior to the Effective Date (including Lessor Adjoining Property) resulting or alleged to result in whole or in part from releases on the Leased Premises. Lessor agrees to defend, indemnify, and hold harmless Lessee from and against any penalties, fines, costs (including, but not limited to response, remediation, removal and clean-up costs, legal fees, and court costs), corrective action, natural resource damage, and damages and expenses of any other nature whatsoever threatened against, imposed upon or incurred by Lessee.

12. INSURANCE.

- 12.1. Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease the insurance coverage as outlined in **Exhibit “B”**.

13. DEFAULTS AND REMEDIES.

- 13.1. Should Lessee default in fulfilling any of the covenants or obligations of this Lease including covenants for making payments, upon Lessor serving a thirty (30) day notice upon Lessee specifying the nature of said default, and upon the expiration of said thirty (30) days, if Lessee shall have failed to remedy such default, then Lessor may serve a sixty (60) day notice of termination of this Lease upon Lessee, and upon the expiration of said sixty (60) days, this Lease and the Lease Term hereunder shall end and expire and Lessee shall then quit and surrender the Leased Premises to Lessor.

14. ASSIGNMENT; BINDING ON SUCCESSORS.

- 14.1. Lessee may not assign this Lease, nor any of its individual rights or obligations under this Lease, without the prior consent of Lessor that cannot be unreasonably withheld. This Lease will inure to the benefit of and be binding upon the successors and assigns of the Parties.

15. NOTICES.

- 15.1. Any notice required or permitted to be given hereunder by one party to the other shall be in writing, and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Lessor

Company:	City of Pittsburg
Attention:	City Clerk
Mailing Address:	201 West 4 th Street
City, State, Zip:	Pittsburg, KS 66762

If to Lessee

Company:	Watco Transloading, L.L.C.
Attention:	Contract Administration
Mailing Address:	315 W. Third Street
City, State, Zip:	Pittsburg, KS 66762

16. SURVIVAL.

16.1. Neither termination nor expiration will release either party from any liability or obligation assumed under this Lease, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

17. RECORDATION; GOVERNING LAW.

17.1. The laws of the state where the Leased Premises are located govern all matters arising out of or relating to this Lease. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Lease shall bring the legal action or proceeding in the state courts of such state or in the United States District Court for the district where the Leased Premises are located.

18. SEVERABILITY.

18.1. To the maximum extent allowed by law, if any provision of this Lease is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

19. ENTIRE AGREEMENT.

19.1. This Agreement ("Lease"), together with any exhibits or schedules, sets forth the entire agreement between the Parties, and replaces and supersedes any prior agreements, understandings, negotiations, or discussions between the Parties relative to the subject matter of this Lease. This Lease may only be modified by a written amendment signed by an authorized representative of both Parties and said written amendment must expressly refer to this Lease. Any attempt to modify the terms in such a manner shall be considered null and void.

20. NON-WAIVER.

20.1. The failure of either party to insist upon or enforce, in any instance, strict performance by the other party of any of the requirements, covenants, conditions, or restrictions of this

Lease or to exercise any rights herein conferred, may not be construed as a waiver or relinquishment of the party's right to assert or rely upon such terms or rights on any future occasion, except to the extent the party specifically expresses, in writing, its intent to waive its rights.

21. **BROKERAGE COMMISSIONS.**

21.1. Any fees or commissions, with respect to the Leased Premises, due to a broker or finder are the sole responsibility of the Party that engaged those services.

22. **COUNTERPARTS.**

22.1. The parties may execute this Lease in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth on the first page.

CITY OF PITTSBURG (Lessor)

By: _____

Name:

Title:

WATCO TRANSLOADING, L.L.C. (Lessee)

By: _____

Name:

Title:



LEGAL DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 9, Township 30 South, Range 25 East of the 6th Principal Meridian, Crawford County, Kansas, more particularly described as follows by Thad C. Reynolds, L.S.#1354, on April 11, 2022:

Commencing at the Southwest corner of said Quarter,

- thence N88°18'18"E along the South line of said Quarter a distance of 80.03 feet to the Point of Beginning;
- thence N03°12'44"W parallel to the West line of said Quarter a distance of 575.90 feet;
- thence N88°18'18"E a distance of 1782.92 feet to the Northwest Right-of-Way line of the Missouri Pacific Railroad Company;
- thence S38°55'29"W along said Right-of-Way line a distance of 758.44 feet to the South line of said Quarter;
- thence S88°18'18"W along said South line a distance of 1273.90 feet to the Point of Beginning.

Said parcel contains 20.20 acres, more or less, and is subject to easements, reservations and restrictions of record.

Exhibit B

LEASE INSURANCE REQUIREMENTS

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease the insurance coverage identified below. Lessee must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.

COVERAGE TYPE	MINIMUM COVERAGE
<u>Commercial General Liability (CGL) (Or its equivalent)</u> <ul style="list-style-type: none"> Non-Hazmat Hazmat <p>Must include coverage for blanket contractual liability for the obligations assumed under contract including but not limited to:</p> <ul style="list-style-type: none"> Bodily injury and property damage Fire legal liability Pollution liability (sudden and accidental) Emergency evacuation The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of Lessor's rail property, if applicable. Any exclusions related to the explosion, collapse and underground hazards shall be removed. No other endorsements limiting coverage may be included on the policy with regards to the work being performed under this agreement. 	<p>\$5,000,000 each occurrence \$25,000,000 each occurrence</p>
<u>All Risk Property</u> <p>All risks property insurance covering all of Lessee's property including property in the care, custody or control of Lessee. Coverage shall include the following:</p> <ul style="list-style-type: none"> Issued on a replacement cost basis. Include a standard loss payable endorsement naming Lessor as the loss payee as its interests may appear. 	<p>Replacement Value</p>
<u>Automobile Liability</u> <p>Coverage must extend to all owned, hired, and non-owned vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract.</p> <p>If applicable, Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) is required.</p>	<p>\$2,000,000 Combined Single Limit Each Occurrence</p>
<u>Workers' Compensation Employers Liability</u> <p>Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable.</p>	<p>Statutory Limits where Services are to be performed \$1,000,000 Each Occurrence \$1,000,000 Disease Per Employee</p>
<u>Pollution Liability</u> <ul style="list-style-type: none"> Non-Hazmat Hazmat <p>The policy shall provide for protection against claims for third-party bodily injury, property damage, environmental damage, and clean-up cost caused by pollution conditions resulting from actions taken under this contract.</p>	<p>\$1,000,000 each occurrence \$5,000,000 each occurrence</p>

****An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits.**

Certificate Holder and Endorsement Requirements

1. Lessor shall be listed as Certificate Holder as follows: **City of Pittsburg, 201 West 4th Street, Pittsburg, KS 66762.**
2. All aforementioned policies shall contain a blanket waiver of subrogation in favor of Certificate Holder, and an additional insured endorsement naming Certificate Holder as Additional Insured (with the exception of Workers' Compensation and Employer's Liability). All aforementioned policies shall be primary and non-contributory with respect to any insurance carried by Lessor.
3. If any policies are purchased on a "claims made" basis, Lessee hereby agrees to maintain coverage in force for a minimum of three years and shall provide evidence of such coverage to Lessor, on an annual basis, during this additional three-year period.

Other Requirements

1. All policies required shall be written by a reputable insurance company reasonably acceptable to Lessor or with a Best's Guide Rating of A- and Class VII or better and authorized to do business in the state(s) in which Lessee is conducting business.
2. Lessee shall notify Lessor in writing at least thirty (30) days prior to any cancellation, non-renewal, and substitution or material alteration to any of the aforementioned policies.
3. Failure to provide evidence as required shall entitle, but not require, Lessor to terminate immediately.
4. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Lessee's obligations hereunder.
5. If granted by Lessor, any deductible, self-insured retention or other similar financial responsibility for claims shall be covered directly by Lessee in lieu of insurance. Any and all Lessee liabilities that would otherwise, in accordance with the provisions of this document, be covered by Lessee's insurance will be covered as if Lessee elected not to include a deductible, self-insured retention or other financial responsibility for claims.
6. If any portion of the operation is to be subcontracted by Lessee, Lessee shall require that the subcontractor shall provide and maintain insurance coverage as set forth herein, naming Lessor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Lessor to the same extent and under the same terms and conditions as Lessee is required to release, defend and indemnify Lessor herein.
7. Failure to provide evidence as required by this section shall entitle, but not require, Lessor to terminate this Lease immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Lessee's obligations hereunder.
8. The fact that insurance (including, without limitation, self-insurance) is obtained by Lessee shall not be deemed to release or diminish the liability of Lessee including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor shall not be limited by the amount of the required insurance coverage.