City of Pittsburg, Kansas
Commission Meeting Agenda
Tuesday, March 24, 2026
5:30 p.m.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 24, 2026
5:30 PM

CALL TO ORDER BY THE MAYOR:

a. Flag Salute Led by the Mayor
b. Proclamation – Week of the Young Child
c. Public Input

CONSENT AGENDA (ROLL CALL VOTE):

a. Approval of the March 10th, 2026, City Commission Meeting minutes.

b. Approval of staff recommendation to award the bid for the 2026 City Sales Tax Street Program Asphalt Materials to Emery Sapp and Sons, of Joplin, Missouri, based on their low bid, and authorize the Mayor and City Clerk to execute the contract documents once prepared.

c. Approval of the application submitted by Commodore Barry Corporation, dba Knights of Columbus (407 E 11th Street) to Cereal Malt Beverages for the year 2026 and direct the City Clerk to issue the license.

d. Approval of the Appropriation Ordinance for the period ending March 24th, 2026, subject to the release of HUD expenditures when funds are received.

SPECIAL PRESENTATION:

a. ECONOMIC DEVELOPMENT QUARTERLY REPORT - Director of Economic Development Blake Benson, and Pittsburg State University Associate Vice President of Economic and Community Engagement Wesley Streeter, will present the quarterly Economic Development Report. **Receive for file.**

CONSIDER THE FOLLOWING:

a. 2026 AMENDMENT TO ECONOMIC DEVELOPMENT SERVICES CONTRACT – PITTSBURG AREA CHAMBER OF COMMERCE – Consider staff request to amend the Economic Development Services contract with the Pittsburg Area Chamber of Commerce. **Approve or disapprove the request and, if approved, authorize the Mayor to sign the Amendment on behalf of the City.**

b. 2026 AMENDMENT TO BUSINESS DEVELOPMENT AND INNOVATION SERVICES AGREEMENT – PITTSBURG STATE UNIVERSITY – Consider staff request to amend the Business Development and Innovation Services Agreement with Pittsburg State University. **Approve or disapprove the request and, if approved, authorize the Mayor to sign the Amendment on behalf of the City.**

c. A&W ENTERPRISE, LLC – 3204 NORTH MICHIGAN PROJECT - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to grant the request submitted by A&W Enterprise, LLC, for reimbursement in the amount of 10% of costs associated with the improvements to the property located at 3204 North Michigan, with the City's share not to exceed $7,059. **Approve or disapprove the recommendation.**

d. PROPERTY ACQUISITION – 1300 EAST CENTENNIAL – Consider staff request to enter into a Real Property Sale Agreement between Mercy Health Southwest Missouri/Kansas Communities and the City of Pittsburg, in which the City will purchase from Mercy Health Southwest Missouri/Kansas Communities approximately 23.7 acres of property, located at 1300 East Centennial Drive, in the amount of $371,094.00, for the development of a public park and a soccer sports complex. **Approve or disapprove staff request and, if approved, authorize the Mayor to sign the Real Property Sale Agreement and Resolution on behalf of the City.**

e. CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) PROJECT – Consider staff request to approve an Agreement between the Secretary of Transportation, Kansas Department of Transportation (KDOT), and The City of Pittsburg, for a City Connecting Link Improvement Program (CCLIP) Project for the pavement restoration on East 4^{th} Street (K-126) from Canterbury Road to Victorian Drive. **Approve or disapprove staff request and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**

NON-AGENDA REPORTS AND REQUESTS:

ADJOURNMENT

Office of the Mayor

CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: All young children deserve quality early learning environments that support them as capable and competent lifelong learners; and

Whereas: Young children need skilled, educated, competent, consistent, and compensated early childhood educators; and

Whereas: Early childhood education promotes the intellectual, emotional and physical development of children, which in turn prepares them to be responsible and contributing members of society; and

Whereas: High–quality early childhood education depends on high-quality childhood educators who ensure that children, supported by families, have the early experiences they need for a strong foundation; and

Whereas: Early childhood professionals and others who make a difference in the lives of young children in Pittsburg deserve thanks and recognition; and

Whereas: We celebrate the 55th Anniversary of the Week Of the Young Child so that we can continue to recognize and advance the early childhood education profession.

Now, Therefore, I, Chuck Munsell, Mayor of the City of Pittsburg, Kansas, do hereby proclaim April 12th to April 18th, 2026, as the

Week of the Young Child

and recognize that the future of our community and state depends on the quality of the early childhood experiences provided to our young children today.

Dated this 24th day of March, 2026.

ATTEST:

DEPUTY CITY CLERK MAYOR

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 10, 2026

A Regular Session of the Board of Commissioners was held at 5:40 p.m. on Tuesday, March 10, 2026, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Chuck Munsell presiding and the following members present: Cheryl Brooks, Stu Hite, D.J. Perry, and Ron Seglie.

FLAG SALUTE - Mayor Munsell led the flag salute.

INVOCATION – Chaplain Pete Mayo, on behalf of Mercy Hospital Pittsburg, provided an invocation.

MT. OLIVE CEMETERY - Mayor Munsell shared a book provided by Chris Mingarelli highlighting the improvements made to the Mt. Olive Cemetery.

PUBLIC INPUT –

PUBLIC TRANSPORTATION - Elizabeth Peters, 1807 South Locust, asked the city to fund the PACT public transportation bus in Pittsburg, as it faces a financial shortfall.

PUBLIC SOCCER FIELDS - Brian Martin, 1202 Deer Creek Lane, spoke in favor of public soccer fields in Pittsburg.

APPROVAL OF MINUTES – On motion of Hite, seconded by Perry, the Governing Body approved the February 24th, 2026, City Commission Meeting minutes as presented. Motion carried.

ORDINANCE NO. G-1385 – On motion of Hite, seconded by Perry, the Governing Body adopted Ordinance No. G-1385, providing for the change of certain areas, located at 2724 North Joplin, from CP-0: Planned Commercial Office, to R-1C: Single-Family Residential, and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

J&M DISPLAYS – FIREWORKS DISPLAY CONTRACT – On motion of Hite, seconded by Perry, the Governing Body approved staff recommendation to enter into a contract with J&M Displays, of Yarmouth, Iowa, for the 2026 4th of July Fireworks Display, not to exceed $40,000, and authorized the Mayor to sign the contract once it is prepared. Motion carried.

APPROPRIATION ORDINANCE – On motion of Hite, seconded by Perry, the Governing Body approved the Appropriation Ordinance for the period ending March 10th, 2026, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Hite, Munsell, Perry and Seglie. Motion carried.

ORDINANCE NO. G-1386 – Consideration of Ordinance No. G-1386, amending Section 18-386 of the Pittsburg City Code regarding Contractor license fees in the City of Pittsburg, Kansas, was tabled.

PITTSBURG HIGH SCHOOL LAUNCH PROGRAM – Students from the Pittsburg High School Launch Program provided their plan for the development of a dog park in the currently-vacant lot located at 2nd and Walnut.

VARIANCE REQUEST – CLHJ, LLC – 425 EAST JACKSON – On motion of Brooks, seconded by Perry, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the request submitted by CLHJ, LLC, for a set-back variance at 425 East Jackson to allow the construction of a new duplex. Motion carried.

DISPOSITION OF BIDS - 616 NORTH BROADWAY ROOF PROJECT – On motion of Hite, seconded by Perry, the Governing Body approved staff recommendation to award the bid for the complete removal and replacement of the roof at 616 North Broadway to Ridgeline Roofing, of Joplin, Missouri, in the amount of $127,064, and authorized the Mayor to sign the contract documents on behalf of the City. Motion carried.

AERIAL FIRE APPARATUS CONTRACT CHANGE – On motion of Seglie, seconded by Hite, the Governing Body approved Fire Department staff recommendation to change the current order for an aerial quint apparatus from a custom Pierce 107’ model to an available stock 107’ Pierce unit, and authorized the Mayor to sign the Apparatus Quote and other necessary documents on behalf of the City. Motion carried.

RESOLUTION NO. 1300 – On motion of Brooks, seconded by Hite, the Governing Body approved Resolution No. 1300, authorizing certain public improvements and providing for the payment of the costs thereof, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

NON-AGENDA REPORTS AND REQUESTS:

BUILDING PERMITS – Commissioner Seglie asked Director of Property and Sanitation Dexter Neisler if building permits not being obtained when necessary is an issue. Mr. Neisler noted that individuals not obtaining building permits is a problem and a matter of public safety.

CITY CREDIT CARD USE – A discussion was held regarding city employee use of the City credit cards. Mayor Munsell requested a reduction in the number of purchasing cards. City Manager Daron Hall indicated that over the next few months, City staff will provide Governing Body members with a copy of the credit card statement as it is processed, along with the invoices. Mr. Hall said that he would review the Purchasing Card Policy and propose changes as necessary.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 10, 2026

DRAFT STORAGE CONTAINER ORDINANCE – Director of Property and Sanitation Dexter Neisler inquired if the Governing Body members had any comments regarding the draft Storage Container Ordinance that was presented on February 10, 2026. The Ordinance will be discussed during the April 28th, 2026, City Commission Meeting.

CLARIFICATION – Commissioner Brooks clarified that by reviewing credit card statements and receipts, Governing Body members are simply gathering information and asking questions.

NOTICE TO PROPERTY OWNERS – Commissioner Brooks read the notice to property owners that was recently published in *The Morning Sun* regarding the trimming and maintenance of trees and shrubs. She requested the notice be placed on the City's website and Channel 6.

MEETING INFORMATION - Commissioner Perry thanked Director of Finance Missy Scott for providing Study Session information. He requested that staff provide physical copies of the slide decks to the Governing Body prior to the upcoming Study Sessions. It was noted that Commission Meeting agendas will be distributed on Wednesdays prior to the Tuesday meetings.

ADJOURNMENT - On motion of Seglie, seconded by Brooks, the Governing Body adjourned the meeting at 7:54 p.m. Motion carried.

____
Chuck Munsell, Mayor

ATTEST:

____
Tammy Nagel, City Clerk

City of Pittsburg
Forward Together.

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: March 17, 2026

SUBJECT: Agenda Item – March 24th 2026
Disposition of Bids
2026 Sales Tax Program Asphalt Material

Bids were received on Tuesday, March 17, 2026, for the provision of asphaltic concrete materials for the 2026 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, two (2) bids were received (see attached bid tabulation).

After reviewing the bids received, staff is recommending that the bid be awarded to Emery Sapp & Sons (ESS) of Joplin, MO

Please place this item on the agenda for the City Commission Meeting scheduled for Tuesday, March 24, 2026. Action necessary will be approval or disapproval of staff recommendation 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
2026 Sales Tax Street Program Asphalt Material
Tuesday, March 17, 2026 -- 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 4th & US69)	Minimum Tonnage For Start-Up/Start-Up Charge	Tandem Truck Delivery Hourly Cost
Emery Sapp & Sons	VM $ 64.00	VM $ 63.00	VM $ 60.35	5 miles	75	$120.00
	Less $ 5.30	Less $ 5.50	Less $ 3.00		$500	
Blevins	VM $ 72.00	VM $ 72.00	VM $ 72.00	34 Miles	50	$140.00
	Less $ 57.00	Less $ 57.00	Less $ 57.00		NA	

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 3/03/2026 THRU 3/13/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9196	DEPARTMENT OF HOUSING AND URBA							
9196	DEPARTMENT OF HOUSING AND URBA							
E-CHECK	DEPARTMENT OF HOUSING ANUNPOST	V	3/06/2026			029118		24,823.00CR
9196	DEPARTMENT OF HOUSING AND URBA							
9196	DEPARTMENT OF HOUSING AND URBA							
M-CHECK	DEPARTMENT OF HOUSING ANUNPOST	V	3/12/2026			029118		
C-CHECK	VOID CHECK	V	3/05/2026			199208		
C-CHECK	VOID CHECK	V	3/05/2026			199209		
C-CHECK	VOID CHECK	V	3/12/2026			199243		
C-CHECK	VOID CHECK	V	3/12/2026			199244		
C-CHECK	VOID CHECK	V	3/12/2026			199249		
C-CHECK	VOID CHECK	V	3/12/2026			199254		
C-CHECK	VOID CHECK	V	3/12/2026			199255		
C-CHECK	VOID CHECK	V	3/12/2026			199256		
C-CHECK	VOID CHECK	V	3/12/2026			199257		
C-CHECK	VOID CHECK	V	3/12/2026			199258		
C-CHECK	VOID CHECK	V	3/12/2026			199259		
C-CHECK	VOID CHECK	V	3/12/2026			199260		
C-CHECK	VOID CHECK	V	3/12/2026			199261		

* * 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:	14	VOID DEBITS	0.00			
		VOID CREDITS	24,823.00CR	24,823.00CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	14	24,823.00CR	0.00	0.00
BANK: * TOTALS:	14	24,823.00CR	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 3/03/2026 THRU 3/13/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7290	DELTA DENTAL OF KANSAS INC	D	3/06/2026			000000		4,484.73
8526	HEALTH PLANS, INC	D	3/06/2026			000000		40,805.79
9097	CROSSLAND HEAVY CONTRACTORS, I	E	3/05/2026			029106		1,760,490.26
1478	KANSASLAND TIRE #1828	E	3/06/2026			029107		221.88
6524	ELLIOTT EQUIPMENT COMPANY	E	3/06/2026			029108		1,682.18
6740	ED M FELD EQUIPMENT COMPANY, I	E	3/06/2026			029109		3,000.72
8205	MRI SOFTWARE LLC	E	3/06/2026			029110		621.28
8236	NORTHGATE ASSOCIATES LLC	E	3/06/2026			029111		13,843.65
8708	NOTCH 8, LLC	E	3/06/2026			029112		44,299.55
8734	CTEC	E	3/06/2026			029113		4,200.00
8775	PITTSBURG INVESTORS, LLC	E	3/06/2026			029114		20,994.04
8958	NMS LABS	E	3/06/2026			029115		434.00
9013	STEBBINS, TIMOTHY D.	E	3/06/2026			029116		1,000.00
9153	THE LAW OFFICE OF JOHN A. VILL	E	3/06/2026			029117		1,000.00
9196	DEPARTMENT OF HOUSING AND URBA	V	3/06/2026			029118		24,823.00
9196	DEPARTMENT OF HOUSING AND URBA							
9196	DEPARTMENT OF HOUSING AND URBA							
E-CHECK	DEPARTMENT OF HOUSING ANUNPOST	V	3/06/2026			029118		24,823.00CR
9196	DEPARTMENT OF HOUSING AND URBA							
9196	DEPARTMENT OF HOUSING AND URBA							
M-CHECK	DEPARTMENT OF HOUSING ANUNPOST	V	3/12/2026			029118		24,823.00CR
0044	CRESTWOOD COUNTRY CLUB	E	3/06/2026			029119		448.65
0046	ETTINGERS OFFICE SUPPLY	E	3/06/2026			029120		341.93
0054	JOPLIN SUPPLY COMPANY	E	3/06/2026			029121		108.53

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DATE RANGE: 3/03/2026 THRU 3/13/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0055	JOHN'S SPORT CENTER, INC.	E	3/06/2026			029122		449.40
0112	MARRONES INC	E	3/06/2026			029123		300.69
0133	JIM RADELL CONSTRUCTION COMPAN	E	3/06/2026			029124		628.30
0194	KANSAS STATE TREASURER	E	3/06/2026			029125		5,507.19
0272	BO'S 1 STOP INC	E	3/06/2026			029126		188.70
0276	JOE SMITH COMPANY, INC.	E	3/06/2026			029127		333.18
0294	COPY PRODUCTS, INC.	E	3/06/2026			029128		1,283.20
0328	KANSAS ONE-CALL SYSTEM, INC	E	3/06/2026			029129		312.55
0534	TYLER TECHNOLOGIES INC	E	3/06/2026			029130		19,840.00
0597	CORNEJO & SONS LLC	E	3/06/2026			029131		338.76
0650	HOME CENTER CONSTRUCTION	E	3/06/2026			029132		1,124.00
0726	PITTSBURG STATE UNIVERSITY	E	3/06/2026			029133		16,250.00
0746	CDL ELECTRIC COMPANY INC	E	3/06/2026			029134		602.45
0823	TOUCHTON ELECTRIC INC	E	3/06/2026			029135		382.35
1141	THE G W VAN KEPPEL COMPANY	E	3/06/2026			029136		672.74
1792	B&L WATERWORKS SUPPLY, LLC	E	3/06/2026			029137		2,472.09
2005	GALLS PARENT HOLDINGS, LLC	E	3/06/2026			029138		277.73
2841	KDHE	E	3/06/2026			029139		1,988.00
2921	DATAPROSE LLC	E	3/06/2026			029140		7,020.41
4618	TRESA LYNNE MILLER	E	3/06/2026			029141		814.50
5420	AQUIONICS INC	E	3/06/2026			029142		3,926.34
5657	TELEDYNE INSTRUMENTS, INC	E	3/06/2026			029143		2,880.00

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DATE RANGE: 3/03/2026 THRU 3/13/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5855	STERICYCLE, INC.	E	3/06/2026			029144		216.99
5931	VOGEL HEATING & COOLING INC	E	3/06/2026			029145		4,800.00
6175	HENRY C MENGHINI	E	3/06/2026			029146		98.60
7038	SIGNET COFFEE ROASTERS	E	3/06/2026			029147		213.00
7407	LIMELIGHT MARKETING LLC	E	3/06/2026			029148		660.00
7480	RODGER PETRAIT	E	3/06/2026			029149		100.00
7629	EARLES ENGINEERING & INSPECTIO	E	3/06/2026			029150		4,501.10
7793	QUEENB TELEVISION OF KANSAS/MI	E	3/06/2026			029151		1,500.00
7806	CORE & MAIN LP	E	3/06/2026			029152		95,165.28
7995	HERITAGE TRACTOR INC	E	3/06/2026			029153		25,400.00
8046	CONVERGEONE, INC.	E	3/06/2026			029154		72,435.75
8130	CRAFCO INC	E	3/06/2026			029155		3,285.66
8200	PLUNKETT'S PEST CONTROL INC	E	3/06/2026			029156		646.36
8543	COMPSYCH EMPLOYEE ASSISTANCE P	E	3/06/2026			029157		1,620.60
8732	BRANDON SPEAR	E	3/06/2026			029158		100.00
8810	TRIPLE THREAT THREEATRICS	E	3/06/2026			029159		12,660.80
8828	ANDRE DAVIS	E	3/06/2026			029160		100.00
9145	LEE, CLIFFORD	E	3/06/2026			029161		1,000.00
8188	ADOBE INC	E	3/06/2026			029162		5,565.09
9158	MID CENTRAL CONTRACT SERVICES,	E	3/09/2026			029163		22,000.00
1478	KANSASLAND TIRE #1828	E	3/13/2026			029164		95.50
6528	GALE GROUP/CENGAGE	E	3/13/2026			029165		103.96

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7392	ASSURECO RISK MANAGEMENT & REG	E	3/13/2026			029166		7,000.00
7529	LEXIPOL, LLC	E	3/13/2026			029167		3,826.80
8467	WASTE CORPORATION OF KANSAS, L	E	3/13/2026			029168		10,003.04
8528	SARANN AUTO LEASING, INC.	E	3/13/2026			029169		2,553.00
8712	ALLEN, GIBBS, & HOULIK, LLC	E	3/13/2026			029170		21,202.50
8802	FLOCK GROUP, INC.	E	3/13/2026			029171		15,027.12
9028	MITSOGO INC	E	3/13/2026			029172		8,964.00
9126	ROSEWICK HOMES, LLC	E	3/13/2026			029173		750.00
9184	MURFIN MEDIA LLC	E	3/13/2026			029174		200.00
9196	DEPARTMENT OF HOUSING AND URBA	E	3/13/2026			029175		24,823.00
0046	ETTINGERS OFFICE SUPPLY	E	3/13/2026			029176		569.31
0054	JOPLIN SUPPLY COMPANY	E	3/13/2026			029177		619.17
0101	BUG-A-WAY INC	E	3/13/2026			029178		160.00
0203	GADES SALES CO INC	E	3/13/2026			029179		36,171.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	3/13/2026			029180		389.90
1033	BOLLINGER GROUP, LLC	E	3/13/2026			029181		300.00
1792	B&L WATERWORKS SUPPLY, LLC	E	3/13/2026			029182		338.01
2005	GALLS PARENT HOLDINGS, LLC	E	3/13/2026			029183		430.90
4307	HENRY KRAFT, INC.	E	3/13/2026			029184		504.36
5014	MID-AMERICA SANITATION INC.	E	3/13/2026			029185		425.00
5931	VOGEL HEATING & COOLING INC	E	3/13/2026			029186		2,456.80
6402	BEAN'S TOWING & AUTO BODY	E	3/13/2026			029187		770.48

VENDOR SET: 99 City of Pittsburg, KS
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DATE RANGE: 3/03/2026 THRU 3/13/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6464	PRO X PROPERTY SOLUTIONS, LLC	E	3/13/2026			029188		2,396.42
6851	SCHULTE SUPPLY INC	E	3/13/2026			029189		47.83
7087	PITTSBURG STATE UNIVERSITY FOU	E	3/13/2026			029190		100,000.00
7127	UNIQUE MANAGEMENT SERVICES, IN	E	3/13/2026			029191		46.60
7620	POMP'S TIRE SERVICE INC	E	3/13/2026			029192		138.00
7806	CORE & MAIN LP	E	3/13/2026			029193		18,135.00
7852	TRIA HEALTH, LLC	E	3/13/2026			029194		1,572.11
7995	HERITAGE TRACTOR INC	E	3/13/2026			029195		264.71
8130	CRAFCO INC	E	3/13/2026			029196		9,118.83
8535	HEALTH PLANS, INC	E	3/13/2026			029197		61,842.96
0516	AMERICAN CONCRETE CO INC	R	3/05/2026			199201		847.50
8278	GERSON BOCANEGRA	R	3/05/2026			199202		50.00
8524	COUNTRY OUTLET, LLC	R	3/05/2026			199203		151.32
9072	CRYSTAL L THOMPSON	R	3/05/2026			199204		385.00
0375	WICHITA WATER CONDITIONING	R	3/05/2026			199205		10.00
7116	EMC INSURANCE COMPANIES	R	3/05/2026			199206		1,183.00
1108	EVERGY KANSAS CENTRAL INC	R	3/05/2026			199207		81,521.26
1	GARCIA, JOSE	R	3/05/2026			199210		350.00
8935	CURTISS E & KRIS HEMBY	R	3/05/2026			199211		317.50
1	KANSAS TURNPIKE AUTHORITY	R	3/05/2026			199212		4.78
0226	KDOR LIQUOR TAX	R	3/05/2026			199213		119.63
8460	MARMIC FIRE AND SAFETY	R	3/05/2026			199214		1,374.98

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 3/03/2026 THRU 3/13/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8701	MASTER TECH TRUCK AND EQUIPMEN	R	3/05/2026			199215		2,662.55
8506	PITTSBURG PUBLISHING COMPANY L	R	3/05/2026			199216		208.18
8505	PITTSBURG PUBLISHING COMPANY,	R	3/05/2026			199217		275.61
0188	SECRETARY OF STATE	R	3/05/2026			199218		25.00
0188	SECRETARY OF STATE	R	3/05/2026			199219		25.00
1	TEVALAN, JACQUELINE	R	3/05/2026			199220		350.00
6260	TRANE	R	3/05/2026			199221		10,615.21
1	UTTER, DR. DAVID	R	3/05/2026			199222		50.00
5589	CELLCO PARTNERSHIP	R	3/05/2026			199223		97.84
7878	MARK A WERNER	R	3/05/2026			199224		1,087.50
8225	ALL TRAFFIC SOLUTIONS INC	R	3/12/2026			199232		7,650.00
0516	AMERICAN CONCRETE CO INC	R	3/12/2026			199233		1,767.50
1	ANIEN, ESTHERLYNN	R	3/12/2026			199234		840.00
5966	BERRY COMPANIES, INC.	R	3/12/2026			199235		232.58
8278	GERSON BOCANEGRA	R	3/12/2026			199236		25.00
3516	CITY OF PITTSBURG	R	3/12/2026			199237		100.00
3516	CITY OF PITTSBURG	R	3/12/2026			199238		200.00
3516	CITY OF PITTSBURG	R	3/12/2026			199239		100.00
3516	CITY OF PITTSBURG	R	3/12/2026			199240		100.00
5759	COMMUNITY HEALTH CENTER OF SEK	R	3/12/2026			199241		145.00
7657	COPY PRODUCTS, INC.	R	3/12/2026			199242		1,373.00
4263	COX COMMUNICATIONS KANSAS LLC	R	3/12/2026			199245		96.54

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 3/03/2026 THRU 3/13/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS KANSAS LLC	R	3/12/2026			199246		461.55
4263	COX COMMUNICATIONS KANSAS LLC	R	3/12/2026			199247		709.04
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	3/12/2026			199248		2,389.94
9072	CRYSTAL L THOMPSON	R	3/12/2026			199250		235.00
0375	WICHITA WATER CONDITIONING	R	3/12/2026			199251		12.50
7646	CUMMINS, INC.	R	3/12/2026			199252		1,181.02
8791	ENTERPRISE FM TRUST	R	3/12/2026			199253		91,559.48
4636	EVERGY KANSAS CENTRAL INC. (HA	R	3/12/2026			199262		200.00
1108	EVERGY KANSAS CENTRAL INC	R	3/12/2026			199263		108.00
1	HEAGY'S NUISANCE WILDLIFE	R	3/12/2026			199264		109.00
2877	KDHE - BUREAU OF WATER	R	3/12/2026			199265		90.00
7945	LUCKY-BUT LAWN CARE, LLC	R	3/12/2026			199266		1,141.17
8506	PITTSBURG PUBLISHING COMPANY L	R	3/12/2026			199267		208.18
8505	PITTSBURG PUBLISHING COMPANY,	R	3/12/2026			199268		178.31
8507	PITTSBURG PUBLISHING COMPANY,	R	3/12/2026			199269		60.00
5732	NATES LAWN AND LANDSCAPE INC	R	3/12/2026			199270		125.00
8572	GOVERNMENTJOBS.COM, INC	R	3/12/2026			199271		10,302.60
1235	RHODES GROCERY INC	R	3/12/2026			199272		850.00
6372	SATTERLEE MECHANICAL CONTRACTI	R	3/12/2026			199273		208,683.53
0188	SECRETARY OF STATE	R	3/12/2026			199274		25.00
7684	SITEONE LANDSCAPE SUPPLY HOLDI	R	3/12/2026			199275		233.36
6377	SOUTHEAST KANSAS RECYCLING CEN	R	3/12/2026			199276		44.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 3/03/2026 THRU 3/13/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6260	TRANE	R	3/12/2026			199277		935.86
8657	VERIZON CONNECT FLEET USA LLC	R	3/12/2026			199278		1,457.52
5589	CELLCO PARTNERSHIP	R	3/12/2026			199279		369.58
1	WATTS, DANIEL	R	3/12/2026			199280		6,408.50

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	60			442,419.62	0.00	442,419.62
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	2			45,290.52	0.00	45,290.52
EFT:	91			2,503,594.79	0.00	2,503,594.79
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	1	VOID DEBITS	24,823.00			
		VOID CREDITS	49,646.00CR	24,823.00CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144TOTALS:	154	2,966,481.93	0.00	2,991,304.93
BANK: 80144 TOTALS:	154	2,966,481.93	0.00	2,991,304.93

VENDOR SET: 99 City of Pittsburg, KS
BANK: EHV BMO HARRIS BANK-EHV
DATE RANGE: 3/03/2026 THRU 3/13/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8812	DYNAMIC ASSETS RE	E	3/04/2026			029086		1,157.00
5957	PASTEUR PROPERTIES	E	3/04/2026			029087		592.00
6916	STILWELL HERITAGE & EDUCATIONA	E	3/04/2026			029088		145.00

* * 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:	3			1,894.00	0.00	1,894.00
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: EHV TOTALS:	3	1,894.00	0.00	1,894.00
BANK: EHV TOTALS:	3	1,894.00	0.00	1,894.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: FYI FOSTER YOUTH INDEPENDENCE
DATE RANGE: 3/03/2026 THRU 3/13/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8969	TOKEN RENTAL LLC	E	3/04/2026			029102		126.00
9037	PITT 1902 BROADWAY LLC	E	3/04/2026			029103		214.00
6298	L. KEVAN SCHUPBACH	E	3/04/2026			029104		853.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	3/04/2026			029105		650.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	3/03/2026			199200		118.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1			118.00	0.00	118.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	4			1,843.00	0.00	1,843.00
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: FYI TOTALS:	5	1,961.00	0.00	1,961.00
BANK: FYI TOTALS:	5	1,961.00	0.00	1,961.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 3/03/2026 THRU 3/13/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5906	JOHN HINRICHS	E	3/04/2026			029015		147.00
5961	LAWRENCE A VANBECELAERE	E	3/04/2026			029016		121.00
7581	REX LINVILLE	E	3/04/2026			029017		716.00
7837	MARJI RENTALS, LLC	E	3/04/2026			029018		416.00
8498	PITTSBURG HIGHLANDS GP, LLC	E	3/04/2026			029019		2,752.00
8580	GARY MORRISON REAL ESTATE, INC	E	3/04/2026			029020		486.00
8582	GARY K CONNER	E	3/04/2026			029021		1,533.00
8798	TIMOTHY G DURKIN	E	3/04/2026			029022		1,251.00
8812	DYNAMIC ASSETS RE	E	3/04/2026			029023		2,818.00
8955	TODD MERANDO	E	3/04/2026			029024		260.00
8965	ANGELA FORCE	E	3/04/2026			029025		625.00
8980	WWAD, LLC	E	3/04/2026			029026		1,420.00
9004	HOUSING AUTHORITY OF THE CITY	E	3/04/2026			029027		997.39
9006	FOURSTATES PROPERTIES LLC	E	3/04/2026			029028		710.00
9007	CHRISTOPHER JAMES DENT	E	3/04/2026			029029		775.00
9037	PITT 1902 BROADWAY LLC	E	3/04/2026			029030		471.00
9126	ROSEWICK HOMES, LLC	E	3/04/2026			029031		8,712.00
1008	BENJAMIN M BEASLEY	E	3/04/2026			029032		1,264.00
3114	PATRICIA BURLESON	E	3/04/2026			029033		1,087.00
3218	CHERYL L BROOKS	E	3/04/2026			029034		114.00
3272	DUNCAN HOUSING LLC	E	3/04/2026			029035		1,618.00
3273	RICHARD F THENIKL	E	3/04/2026			029036		1,365.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 3/03/2026 THRU 3/13/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3294	JOHN R SMITH	E	3/04/2026			029037		475.00
3668	MID AMERICA PROPERTIES OF PITT	E	3/04/2026			029038		12,216.00
4054	MICHAEL A SMITH	E	3/04/2026			029039		800.00
4492	PITTSBURG SENIORS LP	E	3/04/2026			029040		2,855.00
5393	ANGELES PROPERTIES LLC - HAP	E	3/04/2026			029041		466.00
5658	DEANNA J HIGGINS	E	3/04/2026			029042		1,405.00
5834	DENNIS TROUT	E	3/04/2026			029043		224.00
5957	PASTEUR PROPERTIES	E	3/04/2026			029044		5,566.00
6090	RANDAL BENNEFELD	E	3/04/2026			029045		283.00
6269	EDWARD SWOR	E	3/04/2026			029046		227.00
6298	L. KEVAN SCHUPBACH	E	3/04/2026			029047		16,493.00
6322	R JAMES BISHOP	E	3/04/2026			029048		1,366.00
6394	HALL, KEVIN R.	E	3/04/2026			029049		1,407.00
6441	HEATHER MASON WHITE	E	3/04/2026			029050		850.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	3/04/2026			029051		15,776.00
6916	STILWELL HERITAGE & EDUCATIONA	E	3/04/2026			029052		2,279.00
6926	MARTIN KYLE SAYRE	E	3/04/2026			029053		479.00
7083	PITTSBURG HEIGHTS, LP	E	3/04/2026			029054		5,295.00
7112	RANDY VILELA BODY REPAIR, TRU	E	3/04/2026			029055		232.00
7294	AMMP PROPERTIES, LLC	E	3/04/2026			029056		416.00
7319	LASHAWNDRA LAWSON	E	3/04/2026			029057		445.00
7326	RANDY ALLEE	E	3/04/2026			029058		1,183.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 3/03/2026 THRU 3/13/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7554	RIDGWAY, TRAVIS R	E	3/04/2026			029059		550.00
7582	KIRK A DUNCAN	E	3/04/2026			029060		569.00
7587	DAVID RUA	E	3/04/2026			029061		614.00
7645	SEWARD RENTALS, LLC	E	3/04/2026			029062		1,060.00
7654	A & R RENTALS, LLC	E	3/04/2026			029063		804.00
7669	CHARLES GILMORE	E	3/04/2026			029064		548.00
7741	SUSAN E ADAMS	E	3/04/2026			029065		146.00
7864	CB HOMES LLC	E	3/04/2026			029066		488.00
7866	JAMES MICHAEL HORTON	E	3/04/2026			029067		617.00
8329	CHARLES P. SIMPSON	E	3/04/2026			029068		588.00
8360	DUSTIN TROUT	E	3/04/2026			029069		584.00
8502	JON BARTLOW	E	3/04/2026			029070		329.00
8634	WAYNE L STORM	E	3/04/2026			029071		412.00
8643	JEANNE ELLIOTT	E	3/04/2026			029072		427.00
8717	WAYNE YAKEL	E	3/04/2026			029073		148.00
8787	SIMONCIC, ANTHONY	E	3/04/2026			029074		521.00
8883	RONALD E CLOSE	E	3/04/2026			029075		757.00
8904	GLENNA LOVELL	E	3/04/2026			029076		770.00
8960	STIFFLER, JOSHUA	E	3/04/2026			029077		832.00
8963	HOUSING AUTHORITY OF CITY OF D	E	3/04/2026			029078		2,940.84
8970	COBB, ROBERT	E	3/04/2026			029079		341.00
8989	WORRELL, KERI	E	3/04/2026			029080		786.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 3/03/2026 THRU 3/13/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9053	OKEKE, LUTANN CHRISTOPHER	E	3/04/2026			029081		164.00
9076	MURRIN, COLE	E	3/04/2026			029082		540.00
9087	HANDSHY, LARRY & MARY	E	3/04/2026			029083		757.00
9100	BITNER, PHYLLIS J	E	3/04/2026			029084		356.00
9128	STOTTS, IRENE	E	3/04/2026			029085		111.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	3/03/2026			199195		679.00
8177	MISSISSIPPI REGIONAL HOUSING A	R	3/03/2026			199196		642.38
8427	RENT-MOORE LLC	R	3/03/2026			199197		1,832.00
0472	LARRY SPRESSER	R	3/03/2026			199198		442.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	4			3,595.38	0.00	3,595.38
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	71			117,156.23	0.00	117,156.23
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: HAP TOTALS:	75	120,751.61	0.00	120,751.61
BANK: HAP TOTALS:	75	120,751.61	0.00	120,751.61

VENDOR SET: 99 City of Pittsburg, KS
BANK: SV BMO HARRIS BANK - SV
DATE RANGE: 3/03/2026 THRU 3/13/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8498	PITTSBURG HIGHLANDS GP, LLC	E	3/04/2026			029089		660.00
8969	TOKEN RENTAL LLC	E	3/04/2026			029090		453.00
3668	MID AMERICA PROPERTIES OF PITT	E	3/04/2026			029091		401.00
6150	JAMES L COX RENTALS	E	3/04/2026			029092		966.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	3/03/2026			199199		93.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1			93.00	0.00	93.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	4			2,480.00	0.00	2,480.00
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: SV TOTALS:	5	2,573.00	0.00	2,573.00
BANK: SV TOTALS:	5	2,573.00	0.00	2,573.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: TBRA BMO HARRIS BANK-TBRA
DATE RANGE: 3/03/2026 THRU 3/13/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9126	ROSEWICK HOMES, LLC	E	3/04/2026			029093		700.00
1337	DOUGLAS E THOMAS	E	3/04/2026			029094		675.00
6298	L. KEVAN SCHUPBACH	E	3/04/2026			029095		800.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	3/04/2026			029096		1,400.00
8904	GLENNA LOVELL	E	3/04/2026			029097		800.00

* * 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:	5			4,375.00	0.00	4,375.00
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: TBRA TOTALS:	5	4,375.00	0.00	4,375.00
BANK: TBRA TOTALS:	5	4,375.00	0.00	4,375.00
REPORT TOTALS:	247	3,098,036.54	0.00	3,122,859.54

Passed and Approved this 24th day of March, 2026.

____
Chuck Munsell, Mayor

Attest:

____
Tammy Nagel, City Clerk

City of Pittsburg
Forward Together.

ADMINISTRATION

201 West 4th Street · Pittsburg KS 66762 | (620) 231-4100
www.pittks.org

To: Daron Hall, City Manager

From: Jay Byers, Deputy City Manager

CC: Tammy Nagel, City Clerk

Date: March 10, 2026

Subject: 2026-2027 Economic Development Services Contracts

For many years, the City has contracted with the Pittsburg Area Chamber of Commerce and Pittsburg State University to provide economic development services in support of the City's efforts. The relationships have proven successful, and we recommend continuing these agreements at their current level. Please place on the agenda for March 24, 2026, a request for approval of amendments extending the timeframes of the Economic Development Services contracts with the Chamber and PSU for one year.

AMENDMENT 2

To the Agreement between the City of Pittsburg and the Pittsburg Area Chamber of Commerce to provide for Economic Development Services.

Section 5 is hereby amended to read as follows:

5. Term and Termination

The term of this agreement shall be effective on April 1, 2026, and terminate on March 31, 2027, unless terminated earlier in accordance with this Agreement. If the City and the Chamber wish to extend the term of this Agreement, then they may do so by a written extension signed by representatives of both parties, and the same may be extended from year to year thereafter through March 31 of each year by a similar written extension.

Notwithstanding anything to the contrary in Section 5, the independent contractor relationship under this Agreement may be terminated by either party without cause upon three (3) months' prior written notice. The relationship under this Agreement may also be terminated upon thirty (30) days advance written notice if, the current Chamber President leaves the employ of the Chamber, or in the City's sole determination:

(1) The Chamber has refused, failed, or is unable to render consulting services under this Agreement;

(2) The Chamber has breached any of its other obligations under this Agreement: or

(3) The Chamber has engaged or is engaging in conduct that in the City's sole determination is detrimental to the City.

If the independent contractor relationship is terminated for any of the reasons set forth in the preceding paragraph, the right of the Chamber to compensation set forth in Section 3 of this Agreement shall cease on the date of such termination, and the City shall have no further obligation to the Chamber under any of the provisions of this Agreement.

For City of Pittsburg Date: 3/24/26	Blake Benson Date:

AMENDMENT 2

This Second Amendment ("Amendment") , by and between the City of Pittsburg, Kansas ("City") and Pittsburg State University ("PSU") is effective on April 1, 2026 ("Effective Date").

WHEREAS, City and PSU previously entered into a Business Development and Innovation Services Agreement effective April 1, 2024 (the "Agreement"); and

WHEREAS, the Parties mutually desire to renew the Agreement for additional periods in accordance with Section 4.1 of the Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and PSU hereby agree as follows:

1. Section 4.1 of the Agreement is hereby amended to read as follows:

4.1. Term; Extension

The term of this agreement shall begin on April 1, 2026, and terminate on March 31, 2027, unless terminated earlier in accordance with this Agreement. If the City and PSU wish to extend the term of this Agreement, then they may do so by a written extension signed by representatives of both parties, and the same may be extended from year to year thereafter by a written extension.

2. Any terms, provisions, or amendments of the Agreement not specifically modified as set forth above remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Amendment Effective Date and as represented by the authorized signatures below.

CITY OF PITTSBURG, KANSAS	PITTSBURG STATE UNIVERSITY
______________________________	______________________________
For City of Pittsburg	Thomas W. Newsom, President
Date: ________________	Date: ________________

Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: March 16, 2026

SUBJECT: March 24, 2026, Agenda Item
A&W Enterprise, LLC request

A&W Enterprise, LLC, owned by Pittsburg residents Gunnar Toney and Abbi Reasor, has proposed a significant renovation of the property at 3204 N. Michigan Street. The building housed various restaurants for several years, but was most recently owned by the local Veterans of Foreign Wars (VFW) chapter. Mr. Toney is estimating that A&W Enterprise will invest approximately $70,592 in improvements to the building, which will enable it to house a tenant that's ready to occupy the space.

A&W Enterprise submitted a request for assistance with the building renovation. The Economic Development Advisory Committee (EDAC) considered this request at its March 4, 2026 meeting, and recommended reimbursing A&W Enterprise, LLC, 10% of the amount spent on improvements once the project is complete, with the City's share not to exceed $7,059.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 24, 2026. Action being requested is approval or denial of the EDAC recommendation.

Blake Benson

From:	City of Pittsburg <website.internal@pittks.org>
Sent:	Thursday, February 26, 2026 11:50 AM
To:	Blake Benson; bbenson710@yahoo.com
Subject:	New Application for RLF Submitted

General Information

1. Name of Applicant Firm

A&W Enterprise LLC

2. Date of Request

02/26/2026

Contact Information

3. Firm Address

724 E 520th Avenue
Pittsburg, Kansas 66762
United States
Map It

Firm Phone Number

(620) 240-0914

Email Address

aandwenterprisellc@gmail.com

4. Names, addresses and email addresses of the principal officers, directors and members of the applicant

Gunnar Toney
724 E 520th Avenue
Pittsburg, KS 66762
gtoney1996@gmail.com

Abbi Reasor
724 E 520th Avenue
Pittsburg, KS 66762
abbi.reasor@gmail.com

5. Name, address, phone number and email address for applicant's attorney

Menghini Law Firm
104 W 6th Street
Pittsburg, KS 66762

Project Details

6. Estimated total project value (provide detailed breakdown of expected costs)

Material and Labor:
- Gutter $1170.00
- Soffit and fascia $$2296.00
- Plumbing $8549.25
- Electrical $7426.78
- Framing $3879.12
- Sheetrock $2878.79
- Concrete $1600.00

- Rock $1500.00
- Signage $1346.00
- Painting $1405.35
- Approach $3420.00
- Parking Lot $17860.00
- Fence $1875.00

Demolition:
- Labor $6150.00
- Disposal $660.00

TOTAL: $70592.78

7. Amount being requested (should not exceed 10% of the total project cost)

$7059.27

8. Address of proposed project

3204 N Michigan Street
Pittsburg, KS 66762
Map It

9. Estimated project completion date

05/31/2026

10. Estimated job creation and expected average wage of jobs created

Commercial rental building for a locally owned Jiu-Jitsu business. Average of 8 employees with an average wage of $15 an hour.

11. Other sources of funding (secured vs. pending)

None

12. Summary of project, including construction to occur, future use of property, unusual demands for water/wastewater service and police/fire protection, etc.

Commercial building rental. Mostly finished construction. Need to finish painting the exterior, curb appeal, as well as a parking lot and approach. Property to remain as a commercial rental for businesses.

13. Name, address, and phone numbers of general contractor, subcontractors, and architect/engineer.

T1Y LLC
Gunnar Toney
724 E 520th Avenue
Pittsburg, KS 66762
(620)240-0914

14. Describe the organizational structure of applicant (proprietorship, partnership, limited liability company, corporation, etc.). Note relationship to a parent company.

Partnership Limited Liability Corporation

City of Pittsburg
Forward Together.

COMMUNITY DEVELOPMENT AND HOUSING

201 West 4th Street

Pittsburg KS 66762

(620) 231-4100

www.pittks.org

FAX: (620) 232-2103

TO: Daron Hall - City Manager, Tammy Nagel - City Clerk

FROM: Kim Froman - Director of Housing and Community Development

DATE: March 13, 2026

SUBJECT: Agenda Item - March 24, 2026, Real Property Sale Agreement

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The City of Pittsburg is seeking to acquire real property located at 1300 E. Centennial Drive, Pittsburg, Kansas, for the development of a public park and soccer sports complex. Staff recommends approval of the purchase of approximately 23.7 acres, including the pond, for a total price of $371,094.00. Approval of this item will authorize the Mayor to sign the Real Property Sale Agreement on behalf of the City of Pittsburg.

Upon finalization and execution of the sale agreement, staff further recommends authorizing the City Manager to execute all related closing documents necessary to complete the transaction.

Please place the Real Property Sale Agreement and the accompanying Resolution on the March 24, 2026 City Commission Meeting Agenda.

Thank you,

Kim Froman

Director of Housing and Community Development
City of Pittsburg

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ALL CLOSING DOCUMENTS ON BEHALF OF THE CITY OF PITTSBURG, KANSAS, RELATED TO THE ACQUISITION OF REAL PROPERTY LOCATED AT 1300 E. CENTENNIAL DRIVE, PITTSBURG, KANSAS 66762.

WHEREAS, the City of Pittsburg, Kansas ("City") has negotiated the acquisition of real property located at 1300 E. Centennial Drive, Pittsburg, Kansas 66762, for public purposes; and

WHEREAS, completion of the transaction requires the execution of closing documents, including but not limited to deeds, settlement statements, affidavits, certificates, and any other documents customarily required to finalize a real estate closing; and

WHEREAS, the Governing Body finds it necessary and appropriate to authorize the City Manager to execute such documents on behalf of the City to ensure an efficient and timely closing.

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

1. Authorization Granted. The City Manager is hereby authorized and directed to execute all documents necessary to complete the closing of the City's acquisition of the property located at 1300 E. Centennial Drive, Pittsburg, Kansas 66762, including any related certifications, affidavits, and agreements required by the title company, seller, or lender (if applicable).

2. Further Actions. The City Manager, City Attorney, and City staff are authorized to take all additional actions reasonably necessary to carry out the intent of this Resolution and to finalize the transaction.

3. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

ADOPTED by the Governing Body of the City of Pittsburg, Kansas, this ___ day of __________, 2026.

APPROVED: ______________________

Mayor

ATTEST: ____________________

City Clerk

(SEAL)

REAL PROPERTY SALE AGREEMENT

THIS REAL PROPERTY SALE AGREEMENT (***"Agreement"***) is made and entered into this ____ day of ________________, 2026 (the ***"Effective Date"***), by and between Mercy Health Southwest Missouri/Kansas Communities, a Missouri nonprofit corporation (referred to herein as ***"Seller"***) and City of Pittsburg (referred to herein as ***"Purchaser"***).

RECITALS

A. Seller owns certain real property located in Crawford County, Kansas, comprised of approximately 23.749 acres commonly known and numbered as 1300 E. Centennial Drive, Pittsburg, KS 66762 (the ***"Land"****).*

B. The Land is part of a larger parcel having a parcel number of 019-212-04-0-20-01-001.00-0 for which Seller has acquired a lot split shown as Exhibit A (the ***"Lot Split"***) attached hereto depicting the Land and for which Seller shall take such actions as necessary to effectuate such Lot Split. The legal description of the Land created by the surveyor for the Lot Split as certified to and approved by Title Company, Seller and Purchaser, and as approved by the necessary governmental agencies shall control at Closing. The date of delivery by Seller to both Purchaser and Title Company of the fully approved Lot Split shall be hereinafter known as the "***Lot Split Delivery***" which date shall not be later than forty-five (45) days after the Effective Date. The Lot Split will not be recorded until on or immediately before the Closing Date.

C. Seller desires to sell the Land and its related improvements and appurtenances to Purchaser and Purchaser desires to purchase the same from Seller, all on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF the foregoing recitals, which are incorporated herein, and the mutual covenants and conditions contained herein, Seller and Purchaser agree as follows:

Section 1. Purchase and Sale. In accordance with and subject to the terms and conditions hereof, on the date of Closing, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following (collectively referred to as the ***"Property"***): (i) the Land (the exact legal description for the Land in the deed vesting title in Seller to govern); (ii) all of the buildings, structures and improvements which are located on the Land (collectively referred to as ***"Improvements"***); and (iii) all rights, easements and privileges appurtenant to the Land (collectively referred to as ***"Appurtenances"***).

Section 2. Purchase Price. In consideration of the transfer of the Property, Purchaser agrees to pay to Seller the sum of Three Hundred Seventy One Thousand Ninety Four Dollars ($371,094.00) (the ***"Purchase Price"***) as follows:

2.1 ***Deposit***. On or before five (5) business days after the Effective Date, Purchaser shall deliver the sum of Ten Thousand Dollars ($10,000.00) (the ***"Deposit"***) to St. Louis Title, LLC (***"Title Company"***). The Deposit will be applied to the Purchase

Price at Closing or disbursed to the party entitled to the Deposit as provided in this Agreement.

2.2 ***Balance of Purchase Price***. The balance of the Purchase Price, subject to prorations and adjustments at Closing according to the terms of this Agreement, shall be paid by Purchaser to Seller at Closing by wire transfer of immediately available U.S. funds.

Section 3. Condition of Title to Property.

3.1 ***Title Commitment***. Within thirty (30) days following the Lot Split Delivery (the ***"Title Commitment Deadline"***), Purchaser, at Purchaser's sole cost and expense, shall obtain from the Title Company a title insurance commitment issued by Title Company for an ALTA Form B owner's policy of title insurance proposing to insure Purchaser's fee simple ownership in the Property in the amount of the Purchase Price (the ***"Title Commitment"***).

3.2 ***Survey***. On or before the Title Commitment Deadline, Purchaser, at Purchaser's sole cost and expense, may obtain an ALTA survey (the ***"Survey"***) of the Property. In the event Purchaser makes any Title Objections (as defined below) based on the Survey, the Survey shall be prepared by a licensed surveyor; shall be currently dated; shall show, among other things, the location of the Land and all Improvements thereon, easements, roads and rights-of-way; where applicable shall provide the recording information for any and all recorded instruments and documents pertaining to any of the foregoing; and shall show thereon a legal description of the boundaries of the Land by metes and bounds or other appropriate legal description.

3.3 ***Review of Survey and Title Commitment***. If the Survey and/or Title Commitment discloses any matters which are unacceptable to Purchaser, Purchaser shall so notify Seller in writing (***"Title Objections"***) within ten (10) days following Purchaser's receipt of the Title Commitment. Any matter contained or shown in the Title Commitment or the Survey to which Purchaser does not object prior to the Title Commitment Deadline shall be considered ***"Permitted Exceptions"*** and may appear as such in the owner's policy of title insurance and in the Warranty Deed delivered by Seller at Closing. Seller shall have ten (10) days from receipt of Purchaser's Title Objections to notify Purchaser in writing if it will cure Purchaser's Title Objections on or before Closing. If Seller fails to deliver such written notice to Purchaser or elects not to cure one or more of Purchaser's Title Objections, Purchaser shall have the right to elect to waive such Title Objections Seller will not cure and proceed to Closing in accordance with the terms of this Agreement or to terminate this Agreement and receive a refund of its Deposit. Such election shall be made by delivery of written notice thereof to Seller within five (5) days after Seller elects not to or is deemed to have elected not to cure Purchaser's Title Objections, and failure to deliver written notice to Seller within such five (5) day period shall be deemed to be an election to waive such Title Objections and proceed to Closing in accordance with the terms of this Agreement.

3.4 ***Permitted Encumbrances***.

(a) Seller shall convey to Purchaser fee simple title to the Property, free and clear of all liens, mortgages, leases, tenancies, restrictions, easements and other encumbrances, excepting the following items which shall collectively be referred to as the ***"Permitted Encumbrances"***: (a) all real estate taxes, subdivision assessments, water and sewer charges which are not due and payable as of the Closing Date; (b) applicable laws and regulations of any governmental authority in effect as of the Closing Date, including building and zoning laws; (c) the Permitted Exceptions; and (d) any easement required by Seller to maintain their portion of the lot split, as detailed in Section 3.4(b) below.

(b) Purchaser agrees to grant an easement (the ***"Drainage and Detention Easement"***) to Seller and Pittsburg KS Medical, LLC (Lessee under that certain Ground Lease dated November 28, 2016 by and between Via Christi Hospital Pittsburg, Inc. and Pittsburg KS Medical, LLC) for the drainage and detention pond located on the Land in the form to be agreed by Purchaser and Seller during due diligence. Purchaser shall be solely responsible for future maintenance obligations of the pond. If Purchaser shall fail to reasonably maintain the pond, Seller shall have the right to cure at Purchaser's expense and Purchaser shall reimburse Seller within thirty (30) days of written request by Seller for reimbursement. Notwithstanding the foregoing, Purchaser shall have no right of way or access to Seller's adjacent property.

3.5 ***Seller's Failure to Cure Title Objections***. In the event Seller fails to cure, by the Closing Date, any of Purchaser's Title Objections which Seller elected to cure pursuant to Section 3.3 above, then Purchaser shall have the right to elect to waive such Title Objections Seller will not cure and proceed to Closing in accordance with the terms of this Agreement or to terminate this Agreement and receive a refund of its Deposit. Such election shall be made by delivery of written notice thereof to Seller no later than the scheduled Closing Date. In such event, the Deposit shall immediately be refunded in full to Purchaser and neither party shall have any further obligation or liability to the other under this Agreement except for those provisions which specifically survive the termination of this Agreement.

3.6 ***Monetary Liens***. Seller may, at Closing, use the purchase money or any portion thereof to clear the Property's title of any or all monetary liens, provided that all instruments releasing such encumbrances are recorded simultaneously with the Closing or arrangements are made for the recording of such releasing instruments within a reasonable period of time following the Closing in accordance with conveyancing practices in the state in which the Property is located and Purchaser is able to obtain the commitment of Title Company to insure over such liens.

3.7 ***Deed Restrictions.*** At Closing, the Deed shall contain the following permanent restrictions for the benefit of Seller prohibiting use of the Property for any of the following purposes:

(a) an abortion clinic or medical service type facility that includes the provision of abortion services or promotes the use of abortion services, sterilization, artificial insemination, assisted suicide and/or euthanasia;

(b) a counseling service which recommends sterilization to its clients and the consideration of abortion as an alternative to carrying a pregnancy through birth;

(c) the supply, prescribing or dispensing of any medicines, chemicals or instruments of any kind for use in any practice or procedure prohibited by paragraph (a) above, including but not limited to any abortifacient;

(d) a political action group or similar organization of which a principal teaching or policy is the advocacy of abortion or right of free choice of an individual to elect abortion;

(e) installation, maintenance or placing of any signs or other advertising on or about the Property that promotes or advocates abortion or right of free choice of an individual to elect abortion or euthanasia;

(f) an adult bookstore, x-rated movie theater, topless bar, or similar establishment, or any other obscene or pornographic performances or other activities;

(g) a Medical Facility. As used herein, the term ***"Medical Facility"*** shall mean any improvements (or space therein) that is used for the provision of any of the following services: inpatient or outpatient hospital or clinic services, ambulatory surgery center, sleep or other medical study laboratory, diagnostic imaging services, or patient treatment services (e.g., infusion or radiation therapy);

(h) the installation or construction at any time hereafter of signage, graphics or billboards which signage, graphics or billboards contains the logo or name, or a portion of the name, of any entity or organization which operates (i) any Medical Facility, other than Seller; or (ii) any of the uses described in this Section. Furthermore, prior to installation of any signage, graphics or billboards within the Property, the content of such signage, graphics or billboards, including all letters, text, logos, symbols, art and other graphics, shall be submitted to Seller for approval in Seller's reasonable discretion. Seller shall have thirty (30) days following receipt of the contents of Purchaser's proposed signage, graphics or billboards to provide Purchaser with Seller's approval or disapproval. Should Seller fail to provide Purchaser with notice of approval or disapproval with said thirty (30) day time period, then Purchaser's proposed signage, graphics or billboard shall be deemed approved by Seller.

(i) A Marijuana Facility. As used herein, the term "***Marijuana Facility***" shall mean any improvements (or space therein) that is used for the provision of any of the following services: purchasing or selling, testing, packaging, growing, or dispensing marijuana, for any purpose.

As used herein, the term ***"abortion"*** shall include all forms of deliberate destruction of the human embryo or fetus at any time after the moment of fertilization. As used herein, the term ***"euthanasia"*** shall include any action or omission that of itself or by intention causes any human being of any age to die, whether or not such individual is suffering from any physical or mental abnormality, and whether or not such conduct is permitted or prohibited by any applicable law.

Seller's remedies for enforcement of Purchaser's covenants and Seller's rights set forth above shall include but not be limited to any and all equitable remedies, including injunctive relief and specific performance, and Seller shall be entitled to receive from Purchaser its attorney's fees and other costs incurred as a result of such enforcement action.

Section 4. Purchaser's Investigations.

4.1 ***Seller's Deliverables***. Within ten (10) business days after the Effective Date, Seller shall deliver to Purchaser copies of all surveys, soils and environmental studies and title policies with respect to the title or physical condition of the Property in Seller's possession or control (collectively referred to as ***"Seller's Deliverables"***).

4.2 ***Access; Inspection***. From and after the Effective Date through the Due Diligence Period (as defined below), Purchaser and its agents and representatives shall be entitled to enter upon the Property (including entry into all Improvements) for inspection, survey, soil tests (not to exceed Phase I), examination, land use planning, and such other matters and investigations as Purchaser deems necessary and appropriate (***"Inspections"***) in Purchaser's reasonable discretion, but with Seller's consent which shall not be unreasonably withheld, all at Purchaser's sole cost and expense, provided that Purchaser shall not perform any invasive studies or testing of the Property, including, without limitation, any collection, sampling or testing of or from the structures, building components and materials, soil, groundwater, surface water or air at the Property without first obtaining Seller's written consent based upon Purchaser's submittal of a detailed proposal with respect to such testing or studies, which consent may be granted or withheld in Seller's sole discretion. Any consent granted by Seller with respect to invasive studies or testing shall be strictly limited to the number, type, locations and chemical analyses described in the proposal approved by Seller, and any further invasive testing whatsoever, whether or not related to the same potential property conditions, including any testing or studies which are similar to those approved by Seller but exceeding the specific locations, number or types of testing so approved, shall require Seller's prior written consent based upon Purchaser's submittal of a detailed proposal with respect to such additional testing or studies. While acting under this Section 4.2, Purchaser shall permit entry to the Property only by Purchaser's authorized employees, agents and contractors performing the activities permitted under this Section 4.2. Purchaser shall use its best efforts to ensure that its exercise of such right of entry does not interfere with Seller's business or the business of any tenants on the Property. Purchaser will coordinate its activities with a designated representative of Seller, and shall not contact tenants of the Property except through such designated representative upon Seller's prior consent. Before entering the Property for the limited purposes permitted under this Section 4.2, Purchaser shall provide Seller with a certificate of insurance evidencing the maintenance by Purchaser of insurance against automobile liability (covering owned, hired and non-owned vehicles) and comprehensive general liability (broad form, including contractual coverage and an accompanying endorsement identifying this agreement as an "insured contract", written on an occurrences basis and without exclusion for "action over" claims by employees of Purchaser) for injury to persons and damage to property, which shall be underwritten by an insurer deemed satisfactory by Seller, which approval as satisfactory shall not be unreasonably withheld by Seller, and shall have limits of not less than Two Million ($2,000,000.00) Dollars combined single limit for property damage and for injury to persons. Such certificate shall name Seller as an additional insured and shall require notice to Seller of at least thirty (30) days prior to any cancellation or modification of any insurance. Purchaser shall also continuously maintain Workers' Compensation insurance in compliance with the laws of all applicable jurisdictions for any and all employees of Purchaser entering the Property, with waiver of subrogation in favor of Seller, and submit to Seller proof of such insurance in the form of a certificate acceptable to Seller. The foregoing insurance shall be maintained by Purchaser until the earlier of (i) Closing or (ii) the termination of this Agreement.

4.3 ***Purchaser's Environmental Reports***. If, but only if, requested by Seller in connection with its review of any proposal under Section 4.2 for invasive testing or studies, Purchaser shall provide Seller with complete and accurate copies of any reports, studies or other documents in Purchaser's control or possession which reveal facts or conditions on the Property triggering Purchaser's request. Purchaser shall further provide to Seller if, but only if, requested by Seller, complete and accurate copies of any other environmental site assessment, study, report or other document, together with all supporting data and analyses, obtained by Purchaser as part of Purchaser's environmental investigations of the Property which Seller may request. Purchaser hereby agrees and acknowledges that, except for any information which is expressly requested by Seller pursuant to the two preceding sentences, Purchaser shall not provide Seller with any information, whether written or verbal, including but not limited to reports, assessments, results of investigations and other information, relating to Purchaser's environmental review. In the event this Agreement is terminated prior to Closing, then Purchaser's obligations with respect to provision of information pursuant to this paragraph shall survive such termination. Seller acknowledges that Purchaser will not have the right to transfer to Seller the right to rely on any such report, and Seller acknowledges and agrees that Purchaser makes absolutely no representations or warranties as to the accuracy or completeness of any of such report except that the copy thereof provided by Purchaser constitutes a complete and accurate copy thereof.

4.4 ***Indemnification and Property Restoration***. Purchaser hereby covenants and agrees to indemnify and hold Seller harmless from any and all loss, liability, costs, claims, demands, damages, actions, causes of action, and suits (including without limitation, litigation costs and reasonable attorneys' fees) arising out of the exercise by Purchaser of Purchaser's right of entry under Section 4.2. Purchaser shall be responsible for any damage or loss to the Property, the buildings and improvements thereon or the personal property of Seller or any other person occurring as the result of Purchaser's activities in and about the Property under this Agreement. If Purchaser does not purchase the Property for any reason permitted under this Agreement, Purchaser shall cause the condition of the Property to be promptly returned to substantially the same condition existing before Purchaser's activities were conducted.

4.5 ***Due Diligence Period***. Purchaser shall have a period of sixty (60) days following the Lot Split Delivery in which to review and examine the Property (the ***"Due Diligence Period"***). At any time prior to the expiration of the Due Diligence Period, Purchaser may terminate this Agreement in its reasonable discretion, if it is not satisfied with the results of its Inspections, by delivering written notice to Seller. In such event, the Deposit shall immediately be refunded in full to Purchaser and neither party shall have any further obligation or liability to the other under this Agreement except for those provisions which specifically survive the termination of this Agreement.

Section 5. Closing. The Closing shall occur not later than thirty (30) days after the date that (i) marks the end of the Due Diligence Period, and (ii) conditions to Closing set forth in this Agreement have been satisfied or waived in writing (the ***"Closing"*** or ***"Closing Date"***), but in no event later than thirty (30) days after the expiration of the Due Diligence Period (the ***"Outside Closing Date"***), unless otherwise extended by mutual agreement of Purchaser and Seller. The Closing shall occur on the Closing Date at the offices of Title Company unless another place of Closing is mutually agreed to by Seller and Purchaser or may be closed by way of escrow with each party instructing Title Company to perform the Closing per its written instructions in accordance with the terms and conditions of this Agreement.

Section 6. Representations and Warranties.

6.1 ***Seller's Representations and Warranties***. In order to induce Purchaser to purchase the Property, Seller warrants and represents to Purchaser the following are true and correct as of the Effective Date of this Agreement and shall be true and correct as of the Closing Date:

(a) Seller is validly existing and in good standing under the laws of Seller's state of organization, is duly qualified to conduct business in the state in which the Property is located, has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the performance by Seller of its obligations under all documents, including this Agreement, executed or to be executed by Seller which are to be delivered to Purchaser prior to or at Closing have been or will be duly authorized by all requisite corporate action (including the execution of this Agreement by a duly authorized signatory of Seller), and are or will be legal, valid, and binding obligations of Seller sufficient to convey title (if they purport to do so).

(b) Seller owns the Property in fee simple absolute, and as of the Closing Date no person or entity other than Seller shall have any basis to assert any right, title or interest in, or right to possession, use, enjoyment or proceeds of, the Property or any portion thereof, other than any easement rights or other rights included in the Permitted Exceptions.

(c) Seller has entered into no contracts for the sale or lease of, nor given any option to purchase or lease, all or any portion of the Property; nor has Seller entered into any contracts, leases or use agreements with respect to any portion of the Property which will survive the Closing except as otherwise permitted pursuant to the terms of this Agreement, and Seller shall not do any of the foregoing prior to Closing without the express written consent of Purchaser in every instance, which consent shall not be unreasonably withheld, conditioned or delayed.

If any of the foregoing representations and warranties become untrue prior to the Closing, Purchaser shall have the right and option to terminate this Agreement by written notice to Seller, whereupon the Deposit shall be immediately refunded to Purchaser.

6.2. ***Seller's Indemnity***. Seller shall protect, defend, indemnify and hold harmless Purchaser from all claims made and losses suffered in connection with the inaccuracy of the representations and warranties set forth in Section 6.1. The representations, warranties and indemnities of Seller contained herein shall survive Closing or the expiration or other termination of this Agreement.

6.3. ***Purchaser's Representations and Warranties***. Purchaser warrants and represents to Seller the following are true and correct as of the Effective Date of this Agreement and shall be true and correct as of the Closing Date:

(a) Purchaser is validly existing and in good standing under the laws of Purchaser's state of organization, and all documents, including this Agreement, executed or to be executed by Purchaser, which are to be delivered to Seller prior to or at Closing, have been or will be duly authorized, executed and delivered by Purchaser and are or will be legal, valid and binding obligations of Purchaser, and will not violate any provisions of any agreement to which Purchaser is a party or to which it is subject; and that Purchaser has full right, power and authority, without the necessity, consent or approval of any other person or entity, to enter into this Agreement and perform its obligations hereunder; and

(b) Purchaser does not presently have, and has not had, any financial interest in any supplier or provider, or in any property owned jointly with or leased by any supplier or provider, of health care products and services to which such Purchaser or Seller refers patients. For purposes hereof, a financial interest shall include any type of investment interest. Purchaser has carefully evaluated the value of the Property and determined that the Purchase Price accurately reflects fair market value of the Property. Purchaser agrees not to challenge the Purchase Price and to support and not dispute the Purchase Price should the same be challenged by others.

6.4. ***Purchaser's Indemnity***. Purchaser shall protect, defend, indemnify and hold harmless Seller from all claims made and losses suffered in connection with the inaccuracy of the representations and warranties set forth in Section 6.3. The representations, warranties and indemnities of Purchaser contained herein shall survive Closing or the expiration or other termination of this Agreement.

6.5 ***Rules Regarding Indemnification***. The obligations and liabilities of each indemnifying party hereunder with respect to claims resulting from the assertion of liability by the other party or third parties shall be subject to the following terms and conditions:

(a) The indemnified party shall give written notice to the indemnifying party within ninety (90) days of learning of any claim which might give rise to a claim by the indemnified party against the indemnifying party based on the indemnity agreements contained in Sections 6.2 and 6.4, respectively, stating the nature and basis of said claim and the amounts thereof, to the extent known.

(b) The indemnified party shall not make any settlement of any claims without the written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed.

(c) Unless the indemnifying party is contesting in good faith a claim involving the indemnified party, any amounts owing to the indemnified party pursuant to the provisions of this Section 6 shall be due and payable on the thirtieth (30th) business day following the indemnifying party receiving notice of a claim thereunder.

Section 7. Condition of Property. Except as expressly set forth in this Agreement, Seller has not made and does not hereby make any representations, warranties or other statements as to the condition of the Property and Purchaser acknowledges that at Closing it is purchasing the Property on an "AS IS, WHERE IS" basis and without relying on any representations and warranties of any kind whatsoever not expressly made by Seller in this Agreement as to any matters concerning the Property. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement, which alone fully and completely expresses their agreement, and that this Agreement has been entered into with neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement. Purchaser acknowledges that Seller has requested Purchaser to inspect fully the Property and investigate all matters relevant thereto and, with respect to the condition of the Property, to rely solely upon the results of Purchaser's own inspections or other information obtained or otherwise available to Purchaser, rather than any information that may have been provided by Seller to Purchaser. Purchaser acknowledges that it and its representatives (including, but not limited to, environmental consultants, architects and engineers) have been or will be afforded the right and opportunity to enter upon the Property and to make such inspections of the Property and matters related thereto, including the conduct of soil, environmental and engineering tests, as Purchaser and its representatives desire, subject to the terms hereof. Purchaser represents that it is knowledgeable in real estate matters and that upon completion of the inspections contemplated or permitted by this Agreement, Purchaser will have made all of the investigations and inspections Purchaser deems necessary in connection with its purchase of the Property, and that approval by Purchaser of such inspections or failure to terminate this Agreement pursuant to the terms hereof will be deemed to be approval of Purchaser without reservation of all aspects of this transaction, including but not limited to the physical condition of the Property, but in all events subject to the representations and warranties expressly made by Seller in this Agreement.

Without limitation on the foregoing provisions of this Section 7, if Purchaser purchases the Property, Purchaser shall and hereby does release, quit claim and forever discharge Seller from any and all claims, suits, actions, losses, demands, damages, costs and expenses of Purchaser, including but not limited to any claim for diminution in the value or usefulness of the Property, and any loss or damages consequential thereto on account of: (1) the presence of hazardous substances or contamination in, on, under or in proximity to the Property (without regard or limitation as to when or by whom any such hazardous substances or contamination may have been introduced to the Property or permitted on or in proximity to the Property); or (2) non-compliance, at any time by any person, with environmental laws at the Property, except as provided below. If Purchaser purchases the Property, Purchaser also hereby releases Seller from liability for any claim by Purchaser, except as provided below, for or on account of any losses, costs or expenses incurred or to be incurred by Purchaser in or for the investigation or remediation of any non-compliance with environmental laws at the Property or any hazardous substances or contamination in, on, under or in proximity to the Property (without regard or limitation as to when or by whom any such hazardous substances or contamination may have been introduced to the Property or permitted on or in proximity to the Property). Purchaser acknowledges that the Due Diligence Period to perform Purchaser's environmental review and Purchaser's general due diligence provided in this Agreement is a valuable right and constitutes mutual, material consideration in this transaction, including, without limitation, consideration for the waivers and releases of Seller by Purchaser provided in this Section 7.

Section 8. Conditions to Closing.

8.1 ***Conditions Precedent to Purchaser's Obligation***. Purchaser shall not be obligated to proceed with Closing until all of the following conditions have been satisfied or waived in writing by Purchaser, in its sole discretion:

(a) delivery by Seller of a special warranty deed, duly executed and acknowledged, conveying all of Seller's right, title and interest in and to the Property to Purchaser free and clear of any and all liens, encumbrances, covenants, conditions and restrictions, except for the Permitted Exceptions, and otherwise in a form reasonably acceptable to Purchaser;

(b) all representations, warranties and covenants of Seller set forth herein shall be true and correct as of the Closing Date, and Seller shall deliver to Purchaser on the Closing Date a certificate stating that all such representations, warranties and covenants remain true and correct in all material respects at and as of the Closing Date;

(c) Seller shall have delivered to Purchaser a "nonforeign" certificate pursuant to Treas. Reg. § 1.14452T(b)(2), in the form reasonably required by Title Company and Purchaser; and

(d) Seller shall have delivered to Purchaser such further documents as reasonably may be required in order to obtain the Title Policy and fully and legally close the transaction.

(e) Approval of the Lot Split attached as Exhibit A hereto.

8.2 ***Conditions Precedent to Seller's Obligation***. Seller shall not be obligated to proceed with Closing until all of the following conditions have been satisfied or waived in writing by Seller, in its sole discretion:

(a) Purchaser shall have delivered to Seller the balance of the Purchase Price, as adjusted at Closing pursuant to the terms of this Agreement;

(b) all representations, warranties and covenants of Purchaser set forth herein shall be true and correct as of the Closing Date, and Purchaser shall deliver to Seller on the Closing Date a certificate stating that all such representations, warranties and covenants remain true and correct in all material respects at and as of the Closing Date;

(c) Seller shall have obtained any necessary approval of its Board of Directors and/or its Officers; and

(d) Purchaser shall have delivered to Title Company such further documents as reasonably may be required in order to fully and legally close this transaction.

(e) Purchaser shall have provided Seller a warranty letter guaranteeing that Seller shall not be required to construct or add additional parking spaces to meet City zoning requirements for Floor Area Ratio at 1300 E. Centennial Drive, Mercy Hospital Pittsburg, or its surrounding parcels.

(f) Purchaser shall have delivered to Title Company the fully executed Drainage and Detention Easement in recordable format.

(g) Purchaser shall have entered into a sponsorship and naming rights agreement with Seller for Purchaser's planned soccer complex development on terms mutually agreeable to the parties.

(h) Purchaser shall have agreed in writing that Purchaser will not attempt to include Pittsburg KS Medical, LLC in any future Public Improvement District or similar financing mechanism related to Purchaser's development of the Property.

Section 9. Closing Costs. The costs of Closing shall be paid at or prior to the Closing Date by and among the parties as follows:

9.1 ***Title Policy*.** Purchaser shall pay the cost of all title examination fees and the premium for the Title Policy and any endorsements thereto.

9.2 ***Escrow Fee***. Seller and Purchaser each shall pay 50% of the cost of any escrow closing fee charged by Title Company to close the transaction

9.3 ***Documentary Stamps; Lien Release Costs***. Purchaser shall pay the cost of any documentary stamps to file the Deed and all costs to release any liens.

9.4 ***Recording Costs***. Purchaser shall pay the cost of recording the Deed.

Section 10. Deposit; Default and Remedies. Unless otherwise set forth elsewhere in this Agreement:

10.1 ***Seller Default***. If Seller shall be obligated by the provisions of this Agreement to close the sale of the Property and shall fail to close the same, Purchaser may (i) obtain a refund of the Deposit, or (ii) enforce specific performance of this Agreement; provided, that if Purchaser seeks specific performance and itself determines or it is judicially determined that such remedy is not available, Purchaser shall have the option to pursue the remedy described in (i) above. Return of the Deposit or specific performance shall be Purchaser's sole remedy if Seller defaults under this Agreement.

10.2 ***Purchaser Default***. If Purchaser shall be obligated by the provisions of this Agreement to close the purchase of the Property and shall fail to close, Seller shall be entitled to terminate this Agreement and receive immediate full cash payment of the Deposit as liquidated damages, or pursue all other remedies available at law or in equity.

10.3 ***Failure to Close by Outside Closing Date***. If neither party is obligated by the provisions of this Agreement to close the purchase and sale of the Property by the Outside Closing Date and Closing has not otherwise occurred by such date, either party shall have the right to terminate this Agreement in its sole discretion for any reason or no reason at all, and in the event of such termination, neither party shall have any further liability under this Agreement except as otherwise expressly set forth herein. In such event, the Deposit shall be returned to Purchaser.

Section 11. Risk of Casualty Loss. From the date hereof until Closing, Seller shall continue to maintain the Property in good condition and repair and promptly notify Purchaser of the occurrence of any event known to it which materially affects the value or utility of the Property. Notwithstanding anything herein to the contrary, from and after the date hereof until the Closing Date, Seller is considered the owner of the Property for all purposes and shall be entitled to receive all insurance proceeds and/or condemnation awards that may become payable with respect thereto. Any and all risks associated with ownership of the Property shall be borne by Seller from the date hereof until Closing. If the Property or any portion thereof is damaged or condemned (or conveyed in lieu thereof) prior to the Closing Date, Purchaser may, at its election (a) terminate and cancel this Agreement, in which event Purchaser shall obtain the Deposit without any additional release from Seller being necessary, and Seller and Purchaser shall be relieved and discharged of any further liability or obligation under this Agreement, except as otherwise expressly set forth herein or (b) proceed to Closing and receive all insurance proceeds and condemnation awards via assignment from Seller.

Section 12. Covenants of Seller Prior to Closing. From and after the Effective Date through the Closing, unless Purchaser's prior written consent is first obtained (which consent shall not be unreasonably withheld), Seller: will not transfer any part of the Property or create on the Property any easements or mortgages which will survive the Closing or permit any changes to the zoning or other land use classification of the Land; will not enter into any new contracts or other agreements regarding the Property; and shall comply in all material respects with the terms of any easement, covenants, conditions or other agreements affecting the Property.

Section 13. Prorations. All general real property tax assessments against the Property which become delinquent in the year in which Closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated between Seller and Purchaser as of the Closing Date. Seller shall be responsible for paying all other taxes, special assessments (all installments), insurance premiums, utilities bills and fees and any other costs relating to the Property or the ownership thereof for the period prior to Closing. Utility bills or charges, where applicable, shall be prorated as of the Closing Date. To the extent reasonably possible, Seller and Purchaser shall have utility meters read the day preceding the Closing Date. Seller shall be responsible for paying all utility bills or charges which accrued against the Property prior to the Closing Date and Purchaser shall be required to pay all utility bills accruing against the Property on or subsequent to the Closing Date, with any charge for which a reading could not be made as of the day preceding the Closing Date being prorated as of the Closing Date using an estimate based on the most recent reading for such utility. Purchaser shall secure its own insurance on the Property as of the Closing Date, and Seller shall cancel all existing insurance policies as of the Closing Date. Purchaser and Seller shall, before and after the Closing, reasonably cooperate with each other in connection with this Section 13.

Section 14. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or deposited in the United States Mail by registered or certified mail, return receipt requested, postage pre-paid, sent by any nationally recognized overnight delivery service, or by facsimile transmission, and addressed to the applicable party at the address for such party set forth below its signature to this Agreement. Any party may change the address to which notices are to be addressed by giving the other party notice in the manner herein set forth. Notices sent in compliance with this Section shall be effective (a) upon receipt or refusal if delivered personally; (b) the day of depositing with an overnight courier service; (c) the day of depositing in the mail, if mailed as provided above, or (d) upon facsimile transmission provided the sending party mails a copy of the notice together with a confirmation sheet identifying the date and time of facsimile transmission.

Section 15. Intentionally Deleted.

Section 16. Public Announcements. Any public announcement, press release or similar publicity with respect to this Agreement or the transactions described herein will be issued, if at all, at such time and in such manner as the Seller and Buyer jointly determine.

Section 17. Right to Purchase. In the event Purchaser decides to sell, transfer, or otherwise dispose of the Land, or any portion thereof, Purchaser shall first provide written notice to Seller of Purchaser's intent to sell (the ***"Sale Notice"***). The Sale Notice shall be delivered to Seller (pursuant to the notice provisions of Section 14) at least sixty (60) days prior to Purchaser's intended date of sale or the listing of the Land for sale, whichever occurs first. Upon receipt of the Sale Notice, Seller shall have the exclusive right, but not the obligation, to purchase the Land at fair market value as determined an independent, licensed appraiser jointly selected and agreed upon by Purchaser and Seller. If the parties are unable to agree upon an appraiser within fifteen (15) days following delivery of the Sale Notice, each party shall select one licensed appraiser, and the two appointed appraisers shall together select a third appraiser, whose determination of fair market value shall be final and binding upon both parties. The costs of any such appraisal shall be shared equally by Purchaser and Seller. Seller shall have thirty (30) days following the determination of fair market value to notify Purchaser in writing of Seller's election to exercise or waive its right to purchase the Land under this Section. If Seller elects to exercise its right to purchase, the closing of such purchase shall occur within sixty (60) days of Seller's election notice, or such other date as the parties may mutually agree. If Seller fails to provide timely notice of its election, or expressly waives its right to purchase, Purchaser shall be free to sell the Property to a third party, provided that such sale is consummated within three hundred sixty-five (365) days of Seller's waiver or the expiration of the election period, and at a price not less than ninety-five percent (95%) of the fair market value as determined hereunder. Any sale not consummated within such period or at a price below said threshold shall require Purchaser to recommence the notice and election procedures set forth in this Section. The parties agree to record a Memorandum of Right to Purchase setting forth a summary of the terms of this section.

Section 18. Miscellaneous. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and to their respective successors and assigns. This Agreement constitutes the entire undertaking between the parties hereto and supersedes any and all prior agreements, arrangements and understandings between the parties. This Agreement may be amended only in writing signed by both Purchaser and Seller. Time is of the essence of this Agreement. This Agreement is to be governed by and construed in accordance with the laws of the state in which the Property is located without reference to choice of law or conflict of law principles. Purchaser shall not assign this Agreement without Seller’s prior approval, but Purchaser may require Seller to deed the Property to another entity at Closing and Seller agrees to provide the deed to such named grantee as may be directed by Purchaser, provided, however, such assignment shall not release Purchaser from liability hereunder, and the Deposit shall remain as security for Purchaser's and its assignee's performance. This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original. This Agreement, or a signature page thereto intended to be attached to a copy of this Agreement, signed and transmitted by electronic mail, facsimile machine or telecopier shall be deemed and treated as an original document. Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall upon a Saturday, Sunday or public or legal holiday, the party having such privilege or duty shall have until 5:00 p.m. on the next succeeding regular business day to exercise such privilege or discharge such duty.

[Remainder of page left intentionally blank; signatures on succeeding page]

IN WITNESS WHEREOF, the parties hereto have executed this Real Property Sale Agreement as of the day and year set forth beneath party's respective signature hereto.

PURCHASER:

City of Pittsburg

By:________________________________
Name: ______________________________
Title: _______________________________

Date: ________________, 2026

Address:
____
____
____
____

SELLER:

Mercy Health Southwest Missouri/Kansas Communities

By:________________________________
Name: Jeremy Drinkwitz
Title: President

Date: Mar 15, 2026, 2026

Address:

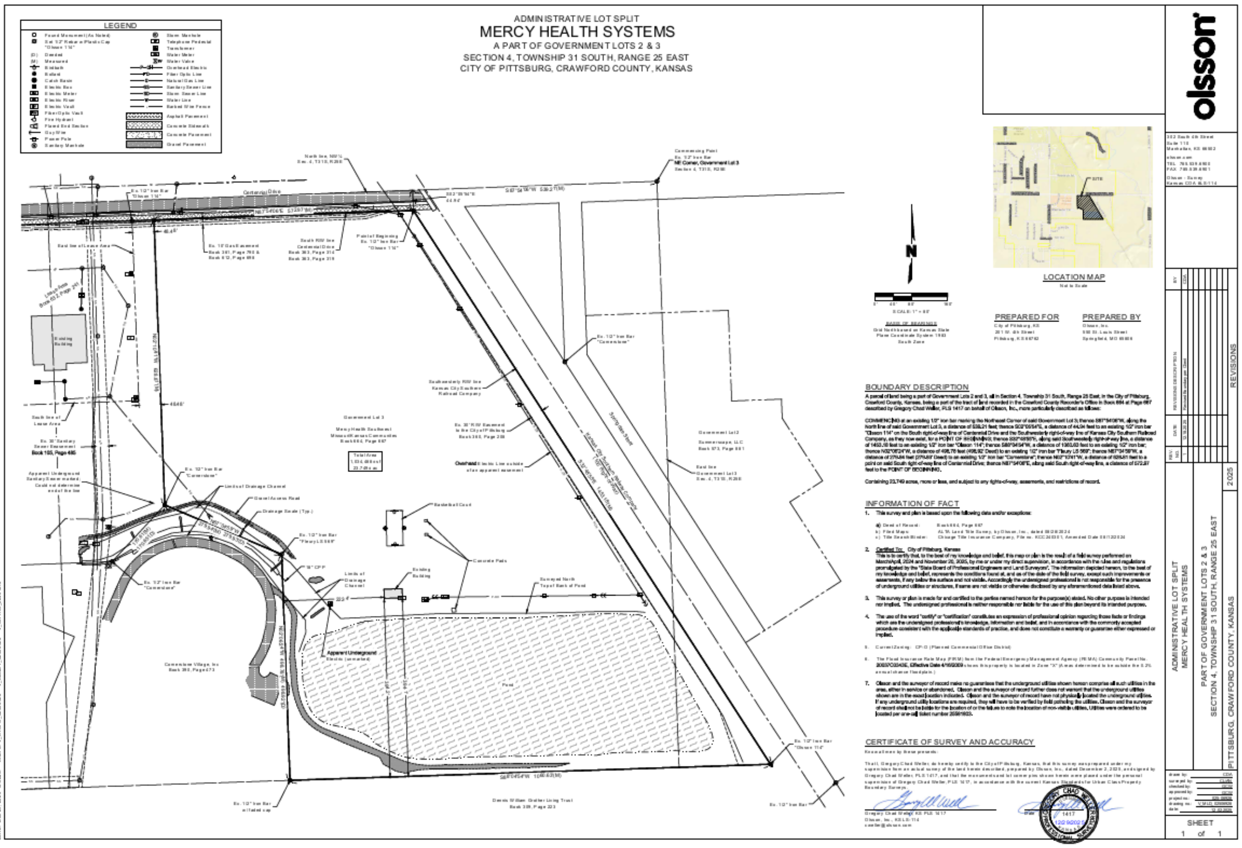
Mercy Health Southwest Missouri/Kansas Communities
Attn: Kevin Holleran
Real Estate Services
1350 Elbridge Payne Road
Chesterfield, MO 63017

with a copy to:

Mercy Health
Attn: Chief Legal Officer
15740 S. Outer Forty Road
Chesterfield, MO 63017

Keith D. Price
Sandberg Phoenix & von Gontard P.C.
701 Market St., Suite 600
St. Louis, Missouri 63101
Facsimile: (314) 241-7604

EXHIBIT A


ADMINISTRATIVE LOT SPLIT
MERCY HEALTH SYSTEMS
A PART OF GOVERNMENT LOTS 2 & 3
SECTION 4, TOWNSHIP 31 SOUTH, RANGE 25 EAST
CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS
LEGEND
LOCATION MAP
PREPARED FOR
PREPARED BY
BOUNDARY DESCRIPTION
INFORMATION OF FACT
CERTIFICATE OF SURVEY AND ACCURACY
olsson
REVISIONS
SHEET
1 of 1

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ALL CLOSING DOCUMENTS ON BEHALF OF THE CITY OF PITTSBURG, KANSAS, RELATED TO THE ACQUISITION OF REAL PROPERTY LOCATED AT 1300 E. CENTENNIAL DRIVE, PITTSBURG, KANSAS 66762.

WHEREAS, the City of Pittsburg, Kansas ("City") has negotiated the acquisition of real property located at 1300 E. Centennial Drive, Pittsburg, Kansas 66762, for public purposes; and

WHEREAS, completion of the transaction requires the execution of closing documents, including but not limited to deeds, settlement statements, affidavits, certificates, and any other documents customarily required to finalize a real estate closing; and

WHEREAS, the Governing Body finds it necessary and appropriate to authorize the City Manager to execute such documents on behalf of the City to ensure an efficient and timely closing.

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

1. Authorization Granted. The City Manager is hereby authorized and directed to execute all documents necessary to complete the closing of the City's acquisition of the property located at 1300 E. Centennial Drive, Pittsburg, Kansas 66762, including any related certifications, affidavits, and agreements required by the title company, seller, or lender (if applicable).

2. Further Actions. The City Manager, City Attorney, and City staff are authorized to take all additional actions reasonably necessary to carry out the intent of this Resolution and to finalize the transaction.

3. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

ADOPTED by the Governing Body of the City of Pittsburg, Kansas, this ___ day of __________, 2026.

APPROVED: ______________________

Mayor

ATTEST: ____________________

City Clerk

(SEAL)

REAL PROPERTY SALE AGREEMENT

THIS REAL PROPERTY SALE AGREEMENT (***"Agreement"***) is made and entered into this ____ day of ________________, 2026 (the ***"Effective Date"***), by and between Mercy Health Southwest Missouri/Kansas Communities, a Missouri nonprofit corporation (referred to herein as ***"Seller"***) and City of Pittsburg (referred to herein as ***"Purchaser"***).

RECITALS

A. Seller owns certain real property located in Crawford County, Kansas, comprised of approximately 23.749 acres commonly known and numbered as 1300 E. Centennial Drive, Pittsburg, KS 66762 (the ***"Land"***).

B. The Land is part of a larger parcel having a parcel number of 019-212-04-0-20-01-001.00-0 for which Seller has acquired a lot split shown as <u>Exhibit A</u> (the ***"Lot Split"***) attached hereto depicting the Land and for which Seller shall take such actions as necessary to effectuate such Lot Split. The legal description of the Land created by the surveyor for the Lot Split as certified to and approved by Title Company, Seller and Purchaser, and as approved by the necessary governmental agencies shall control at Closing. The date of delivery by Seller to both Purchaser and Title Company of the fully approved Lot Split shall be hereinafter known as the "***Lot Split Delivery***" which date shall not be later than forty-five (45) days after the Effective Date. The Lot Split will not be recorded until on or immediately before the Closing Date.

C. Seller desires to sell the Land and its related improvements and appurtenances to Purchaser and Purchaser desires to purchase the same from Seller, all on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF the foregoing recitals, which are incorporated herein, and the mutual covenants and conditions contained herein, Seller and Purchaser agree as follows:

Section 1. Purchase and Sale. In accordance with and subject to the terms and conditions hereof, on the date of Closing, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following (collectively referred to as the ***"Property"***): (i) the Land (the exact legal description for the Land in the deed vesting title in Seller to govern); (ii) all of the buildings, structures and improvements which are located on the Land (collectively referred to as ***"Improvements"***); and (iii) all rights, easements and privileges appurtenant to the Land (collectively referred to as ***"Appurtenances"***).

Section 2. Purchase Price. In consideration of the transfer of the Property, Purchaser agrees to pay to Seller the sum of Three Hundred Seventy One Thousand Ninety Four Dollars ($371,094.00) (the ***"Purchase Price"***) as follows:

2.1 ***Deposit***. On or before five (5) business days after the Effective Date, Purchaser shall deliver the sum of Ten Thousand Dollars ($10,000.00) (the ***"Deposit"***) to St. Louis Title, LLC (***"Title Company"***). The Deposit will be applied to the Purchase

Price at Closing or disbursed to the party entitled to the Deposit as provided in this Agreement.

2.2 ***Balance of Purchase Price***. The balance of the Purchase Price, subject to prorations and adjustments at Closing according to the terms of this Agreement, shall be paid by Purchaser to Seller at Closing by wire transfer of immediately available U.S. funds.

Section 3. Condition of Title to Property.

3.1 ***Title Commitment***. Within thirty (30) days following the Lot Split Delivery (the ***"Title Commitment Deadline"***), Purchaser, at Purchaser's sole cost and expense, shall obtain from the Title Company a title insurance commitment issued by Title Company for an ALTA Form B owner's policy of title insurance proposing to insure Purchaser's fee simple ownership in the Property in the amount of the Purchase Price (the ***"Title Commitment"***).

3.2 ***Survey***. On or before the Title Commitment Deadline, Purchaser, at Purchaser's sole cost and expense, may obtain an ALTA survey (the ***"Survey"***) of the Property. In the event Purchaser makes any Title Objections (as defined below) based on the Survey, the Survey shall be prepared by a licensed surveyor; shall be currently dated; shall show, among other things, the location of the Land and all Improvements thereon, easements, roads and rights-of-way; where applicable shall provide the recording information for any and all recorded instruments and documents pertaining to any of the foregoing; and shall show thereon a legal description of the boundaries of the Land by metes and bounds or other appropriate legal description.

3.3 ***Review of Survey and Title Commitment***. If the Survey and/or Title Commitment discloses any matters which are unacceptable to Purchaser, Purchaser shall so notify Seller in writing (***"Title Objections"***) within ten (10) days following Purchaser's receipt of the Title Commitment. Any matter contained or shown in the Title Commitment or the Survey to which Purchaser does not object prior to the Title Commitment Deadline shall be considered ***"Permitted Exceptions"*** and may appear as such in the owner's policy of title insurance and in the Warranty Deed delivered by Seller at Closing. Seller shall have ten (10) days from receipt of Purchaser's Title Objections to notify Purchaser in writing if it will cure Purchaser's Title Objections on or before Closing. If Seller fails to deliver such written notice to Purchaser or elects not to cure one or more of Purchaser's Title Objections, Purchaser shall have the right to elect to waive such Title Objections Seller will not cure and proceed to Closing in accordance with the terms of this Agreement or to terminate this Agreement and receive a refund of its Deposit. Such election shall be made by delivery of written notice thereof to Seller within five (5) days after Seller elects not to or is deemed to have elected not to cure Purchaser's Title Objections, and failure to deliver written notice to Seller within such five (5) day period shall be deemed to be an election to waive such Title Objections and proceed to Closing in accordance with the terms of this Agreement.

3.4 ***Permitted Encumbrances***.

(a) Seller shall convey to Purchaser fee simple title to the Property, free and clear of all liens, mortgages, leases, tenancies, restrictions, easements and other encumbrances, excepting the following items which shall collectively be referred to as the ***"Permitted Encumbrances"***: (a) all real estate taxes, subdivision assessments, water and sewer charges which are not due and payable as of the Closing Date; (b) applicable laws and regulations of any governmental authority in effect as of the Closing Date, including building and zoning laws; (c) the Permitted Exceptions; and (d) any easement required by Seller to maintain their portion of the lot split, as detailed in Section 3.4(b) below.

(b) Purchaser agrees to grant an easement (the ***"Drainage and Detention Easement"***) to Seller and Pittsburg KS Medical, LLC (Lessee under that certain Ground Lease dated November 28, 2016 by and between Via Christi Hospital Pittsburg, Inc. and Pittsburg KS Medical, LLC) for the drainage and detention pond located on the Land in the form to be agreed by Purchaser and Seller during due diligence. Purchaser shall be solely responsible for future maintenance obligations of the pond. If Purchaser shall fail to reasonably maintain the pond, Seller shall have the right to cure at Purchaser's expense and Purchaser shall reimburse Seller within thirty (30) days of written request by Seller for reimbursement. Notwithstanding the foregoing, Purchaser shall have no right of way or access to Seller's adjacent property.

3.5 ***Seller's Failure to Cure Title Objections***. In the event Seller fails to cure, by the Closing Date, any of Purchaser's Title Objections which Seller elected to cure pursuant to Section 3.3 above, then Purchaser shall have the right to elect to waive such Title Objections Seller will not cure and proceed to Closing in accordance with the terms of this Agreement or to terminate this Agreement and receive a refund of its Deposit. Such election shall be made by delivery of written notice thereof to Seller no later than the scheduled Closing Date. In such event, the Deposit shall immediately be refunded in full to Purchaser and neither party shall have any further obligation or liability to the other under this Agreement except for those provisions which specifically survive the termination of this Agreement.

3.6 ***Monetary Liens***. Seller may, at Closing, use the purchase money or any portion thereof to clear the Property's title of any or all monetary liens, provided that all instruments releasing such encumbrances are recorded simultaneously with the Closing or arrangements are made for the recording of such releasing instruments within a reasonable period of time following the Closing in accordance with conveyancing practices in the state in which the Property is located and Purchaser is able to obtain the commitment of Title Company to insure over such liens.

3.7 ***Deed Restrictions.*** At Closing, the Deed shall contain the following permanent restrictions for the benefit of Seller prohibiting use of the Property for any of the following purposes:

(a) an abortion clinic or medical service type facility that includes the provision of abortion services or promotes the use of abortion services, sterilization, artificial insemination, assisted suicide and/or euthanasia;

(b) a counseling service which recommends sterilization to its clients and the consideration of abortion as an alternative to carrying a pregnancy through birth;

(c) the supply, prescribing or dispensing of any medicines, chemicals or instruments of any kind for use in any practice or procedure prohibited by paragraph (a) above, including but not limited to any abortifacient;

(d) a political action group or similar organization of which a principal teaching or policy is the advocacy of abortion or right of free choice of an individual to elect abortion;

(e) installation, maintenance or placing of any signs or other advertising on or about the Property that promotes or advocates abortion or right of free choice of an individual to elect abortion or euthanasia;

(f) an adult bookstore, x-rated movie theater, topless bar, or similar establishment, or any other obscene or pornographic performances or other activities;

(g) a Medical Facility. As used herein, the term ***"Medical Facility"*** shall mean any improvements (or space therein) that is used for the provision of any of the following services: inpatient or outpatient hospital or clinic services, ambulatory surgery center, sleep or other medical study laboratory, diagnostic imaging services, or patient treatment services (e.g., infusion or radiation therapy);

(h) the installation or construction at any time hereafter of signage, graphics or billboards which signage, graphics or billboards contains the logo or name, or a portion of the name, of any entity or organization which operates (i) any Medical Facility, other than Seller; or (ii) any of the uses described in this Section. Furthermore, prior to installation of any signage, graphics or billboards within the Property, the content of such signage, graphics or billboards, including all letters, text, logos, symbols, art and other graphics, shall be submitted to Seller for approval in Seller's reasonable discretion. Seller shall have thirty (30) days following receipt of the contents of Purchaser's proposed signage, graphics or billboards to provide Purchaser with Seller's approval or disapproval. Should Seller fail to provide Purchaser with notice of approval or disapproval with said thirty (30) day time period, then Purchaser's proposed signage, graphics or billboard shall be deemed approved by Seller.

(i) A Marijuana Facility. As used herein, the term "***Marijuana Facility***" shall mean any improvements (or space therein) that is used for the provision of any of the following services: purchasing or selling, testing, packaging, growing, or dispensing marijuana, for any purpose.

As used herein, the term ***"abortion"*** shall include all forms of deliberate destruction of the human embryo or fetus at any time after the moment of fertilization. As used herein, the term ***"euthanasia"*** shall include any action or omission that of itself or by intention causes any human being of any age to die, whether or not such individual is suffering from any physical or mental abnormality, and whether or not such conduct is permitted or prohibited by any applicable law.

Seller's remedies for enforcement of Purchaser's covenants and Seller's rights set forth above shall include but not be limited to any and all equitable remedies, including injunctive relief and specific performance, and Seller shall be entitled to receive from Purchaser its attorney's fees and other costs incurred as a result of such enforcement action.

Section 4. Purchaser's Investigations.

4.1 ***Seller's Deliverables***. Within ten (10) business days after the Effective Date, Seller shall deliver to Purchaser copies of all surveys, soils and environmental studies and title policies with respect to the title or physical condition of the Property in Seller's possession or control (collectively referred to as ***"Seller's Deliverables"***).

4.2 ***Access; Inspection***. From and after the Effective Date through the Due Diligence Period (as defined below), Purchaser and its agents and representatives shall be entitled to enter upon the Property (including entry into all Improvements) for inspection, survey, soil tests (not to exceed Phase I), examination, land use planning, and such other matters and investigations as Purchaser deems necessary and appropriate (***"Inspections"***) in Purchaser's reasonable discretion, but with Seller's consent which shall not be unreasonably withheld, all at Purchaser's sole cost and expense, provided that Purchaser shall not perform any invasive studies or testing of the Property, including, without limitation, any collection, sampling or testing of or from the structures, building components and materials, soil, groundwater, surface water or air at the Property without first obtaining Seller's written consent based upon Purchaser's submittal of a detailed proposal with respect to such testing or studies, which consent may be granted or withheld in Seller's sole discretion. Any consent granted by Seller with respect to invasive studies or testing shall be strictly limited to the number, type, locations and chemical analyses described in the proposal approved by Seller, and any further invasive testing whatsoever, whether or not related to the same potential property conditions, including any testing or studies which are similar to those approved by Seller but exceeding the specific locations, number or types of testing so approved, shall require Seller's prior written consent based upon Purchaser's submittal of a detailed proposal with respect to such additional testing or studies. While acting under this Section 4.2, Purchaser shall permit entry to the Property only by Purchaser's authorized employees, agents and contractors performing the activities permitted under this Section 4.2. Purchaser shall use its best efforts to ensure that its exercise of such right of entry does not interfere with Seller’s business or the business of any tenants on the Property. Purchaser will coordinate its activities with a designated representative of Seller, and shall not contact tenants of the Property except through such designated representative upon Seller’s prior consent. Before entering the Property for the limited purposes permitted under this Section 4.2, Purchaser shall provide Seller with a certificate of insurance evidencing the maintenance by Purchaser of insurance against automobile liability (covering owned, hired and non-owned vehicles) and comprehensive general liability (broad form, including contractual coverage and an accompanying endorsement identifying this agreement as an “insured contract”, written on an occurrences basis and without exclusion for “action over” claims by employees of Purchaser) for injury to persons and damage to property, which shall be underwritten by an insurer deemed satisfactory by Seller, which approval as satisfactory shall not be unreasonably withheld by Seller, and shall have limits of not less than Two Million ($2,000,000.00) Dollars combined single limit for property damage and for injury to persons. Such certificate shall name Seller as an additional insured and shall require notice to Seller of at least thirty (30) days prior to any cancellation or modification of any insurance. Purchaser shall also continuously maintain Workers’ Compensation insurance in compliance with the laws of all applicable jurisdictions for any and all employees of Purchaser entering the Property, with waiver of subrogation in favor of Seller, and submit to Seller proof of such insurance in the form of a certificate acceptable to Seller. The foregoing insurance shall be maintained by Purchaser until the earlier of (i) Closing or (ii) the termination of this Agreement.

4.3 ***Purchaser’s Environmental Reports***. If, but only if, requested by Seller in connection with its review of any proposal under Section 4.2 for invasive testing or studies, Purchaser shall provide Seller with complete and accurate copies of any reports, studies or other documents in Purchaser’s control or possession which reveal facts or conditions on the Property triggering Purchaser’s request. Purchaser shall further provide to Seller if, but only if, requested by Seller, complete and accurate copies of any other environmental site assessment, study, report or other document, together with all supporting data and analyses, obtained by Purchaser as part of Purchaser’s environmental investigations of the Property which Seller may request. Purchaser hereby agrees and acknowledges that, except for any information which is expressly requested by Seller pursuant to the two preceding sentences, Purchaser shall not provide Seller with any information, whether written or verbal, including but not limited to reports, assessments, results of investigations and other information, relating to Purchaser’s environmental review. In the event this Agreement is terminated prior to Closing, then Purchaser’s obligations with respect to provision of information pursuant to this paragraph shall survive such termination. Seller acknowledges that Purchaser will not have the right to transfer to Seller the right to rely on any such report, and Seller acknowledges and agrees that Purchaser makes absolutely no representations or warranties as to the accuracy or completeness of any of such report except that the copy thereof provided by Purchaser constitutes a complete and accurate copy thereof.

4.4 ***Indemnification and Property Restoration***. Purchaser hereby covenants and agrees to indemnify and hold Seller harmless from any and all loss, liability, costs, claims, demands, damages, actions, causes of action, and suits (including without limitation, litigation costs and reasonable attorneys' fees) arising out of the exercise by Purchaser of Purchaser's right of entry under Section 4.2. Purchaser shall be responsible for any damage or loss to the Property, the buildings and improvements thereon or the personal property of Seller or any other person occurring as the result of Purchaser's activities in and about the Property under this Agreement. If Purchaser does not purchase the Property for any reason permitted under this Agreement, Purchaser shall cause the condition of the Property to be promptly returned to substantially the same condition existing before Purchaser's activities were conducted.

4.5 ***Due Diligence Period***. Purchaser shall have a period of sixty (60) days following the Lot Split Delivery in which to review and examine the Property (the ***"Due Diligence Period"***). At any time prior to the expiration of the Due Diligence Period, Purchaser may terminate this Agreement in its reasonable discretion, if it is not satisfied with the results of its Inspections, by delivering written notice to Seller. In such event, the Deposit shall immediately be refunded in full to Purchaser and neither party shall have any further obligation or liability to the other under this Agreement except for those provisions which specifically survive the termination of this Agreement.

Section 5. Closing. The Closing shall occur not later than thirty (30) days after the date that (i) marks the end of the Due Diligence Period, and (ii) conditions to Closing set forth in this Agreement have been satisfied or waived in writing (the ***"Closing"*** or ***"Closing Date"***), but in no event later than thirty (30) days after the expiration of the Due Diligence Period (the ***"Outside Closing Date"***), unless otherwise extended by mutual agreement of Purchaser and Seller. The Closing shall occur on the Closing Date at the offices of Title Company unless another place of Closing is mutually agreed to by Seller and Purchaser or may be closed by way of escrow with each party instructing Title Company to perform the Closing per its written instructions in accordance with the terms and conditions of this Agreement.

Section 6. Representations and Warranties.

6.1 ***Seller's Representations and Warranties***. In order to induce Purchaser to purchase the Property, Seller warrants and represents to Purchaser the following are true and correct as of the Effective Date of this Agreement and shall be true and correct as of the Closing Date:

(a) Seller is validly existing and in good standing under the laws of Seller's state of organization, is duly qualified to conduct business in the state in which the Property is located, has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the performance by Seller of its obligations under all documents, including this Agreement, executed or to be executed by Seller which are to be delivered to Purchaser prior to or at Closing have been or will be duly authorized by all requisite corporate action (including the execution of this Agreement by a duly authorized signatory of Seller), and are or will be legal, valid, and binding obligations of Seller sufficient to convey title (if they purport to do so).

(b) Seller owns the Property in fee simple absolute, and as of the Closing Date no person or entity other than Seller shall have any basis to assert any right, title or interest in, or right to possession, use, enjoyment or proceeds of, the Property or any portion thereof, other than any easement rights or other rights included in the Permitted Exceptions.

(c) Seller has entered into no contracts for the sale or lease of, nor given any option to purchase or lease, all or any portion of the Property; nor has Seller entered into any contracts, leases or use agreements with respect to any portion of the Property which will survive the Closing except as otherwise permitted pursuant to the terms of this Agreement, and Seller shall not do any of the foregoing prior to Closing without the express written consent of Purchaser in every instance, which consent shall not be unreasonably withheld, conditioned or delayed.

If any of the foregoing representations and warranties become untrue prior to the Closing, Purchaser shall have the right and option to terminate this Agreement by written notice to Seller, whereupon the Deposit shall be immediately refunded to Purchaser.

6.2. ***Seller's Indemnity***. Seller shall protect, defend, indemnify and hold harmless Purchaser from all claims made and losses suffered in connection with the inaccuracy of the representations and warranties set forth in Section 6.1. The representations, warranties and indemnities of Seller contained herein shall survive Closing or the expiration or other termination of this Agreement.

6.3. ***Purchaser's Representations and Warranties***. Purchaser warrants and represents to Seller the following are true and correct as of the Effective Date of this Agreement and shall be true and correct as of the Closing Date:

(a) Purchaser is validly existing and in good standing under the laws of Purchaser's state of organization, and all documents, including this Agreement, executed or to be executed by Purchaser, which are to be delivered to Seller prior to or at Closing, have been or will be duly authorized, executed and delivered by Purchaser and are or will be legal, valid and binding obligations of Purchaser, and will not violate any provisions of any agreement to which Purchaser is a party or to which it is subject; and that Purchaser has full right, power and authority, without the necessity, consent or approval of any other person or entity, to enter into this Agreement and perform its obligations hereunder; and

(b) Purchaser does not presently have, and has not had, any financial interest in any supplier or provider, or in any property owned jointly with or leased by any supplier or provider, of health care products and services to which such Purchaser or Seller refers patients. For purposes hereof, a financial interest shall include any type of investment interest. Purchaser has carefully evaluated the value of the Property and determined that the Purchase Price accurately reflects fair market value of the Property. Purchaser agrees not to challenge the Purchase Price and to support and not dispute the Purchase Price should the same be challenged by others.

6.4. ***Purchaser's Indemnity***. Purchaser shall protect, defend, indemnify and hold harmless Seller from all claims made and losses suffered in connection with the inaccuracy of the representations and warranties set forth in Section 6.3. The representations, warranties and indemnities of Purchaser contained herein shall survive Closing or the expiration or other termination of this Agreement.

6.5 ***Rules Regarding Indemnification***. The obligations and liabilities of each indemnifying party hereunder with respect to claims resulting from the assertion of liability by the other party or third parties shall be subject to the following terms and conditions:

(a) The indemnified party shall give written notice to the indemnifying party within ninety (90) days of learning of any claim which might give rise to a claim by the indemnified party against the indemnifying party based on the indemnity agreements contained in Sections 6.2 and 6.4, respectively, stating the nature and basis of said claim and the amounts thereof, to the extent known.

(b) The indemnified party shall not make any settlement of any claims without the written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed.

(c) Unless the indemnifying party is contesting in good faith a claim involving the indemnified party, any amounts owing to the indemnified party pursuant to the provisions of this Section 6 shall be due and payable on the thirtieth (30th) business day following the indemnifying party receiving notice of a claim thereunder.

Section 7. Condition of Property. Except as expressly set forth in this Agreement, Seller has not made and does not hereby make any representations, warranties or other statements as to the condition of the Property and Purchaser acknowledges that at Closing it is purchasing the Property on an "AS IS, WHERE IS" basis and without relying on any representations and warranties of any kind whatsoever not expressly made by Seller in this Agreement as to any matters concerning the Property. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement, which alone fully and completely expresses their agreement, and that this Agreement has been entered into with neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement. Purchaser acknowledges that Seller has requested Purchaser to inspect fully the Property and investigate all matters relevant thereto and, with respect to the condition of the Property, to rely solely upon the results of Purchaser's own inspections or other information obtained or otherwise available to Purchaser, rather than any information that may have been provided by Seller to Purchaser. Purchaser acknowledges that it and its representatives (including, but not limited to, environmental consultants, architects and engineers) have been or will be afforded the right and opportunity to enter upon the Property and to make such inspections of the Property and matters related thereto, including the conduct of soil, environmental and engineering tests, as Purchaser and its representatives desire, subject to the terms hereof. Purchaser represents that it is knowledgeable in real estate matters and that upon completion of the inspections contemplated or permitted by this Agreement, Purchaser will have made all of the investigations and inspections Purchaser deems necessary in connection with its purchase of the Property, and that approval by Purchaser of such inspections or failure to terminate this Agreement pursuant to the terms hereof will be deemed to be approval of Purchaser without reservation of all aspects of this transaction, including but not limited to the physical condition of the Property, but in all events subject to the representations and warranties expressly made by Seller in this Agreement.

Without limitation on the foregoing provisions of this Section 7, if Purchaser purchases the Property, Purchaser shall and hereby does release, quit claim and forever discharge Seller from any and all claims, suits, actions, losses, demands, damages, costs and expenses of Purchaser, including but not limited to any claim for diminution in the value or usefulness of the Property, and any loss or damages consequential thereto on account of: (1) the presence of hazardous substances or contamination in, on, under or in proximity to the Property (without regard or limitation as to when or by whom any such hazardous substances or contamination may have been introduced to the Property or permitted on or in proximity to the Property); or (2) non-compliance, at any time by any person, with environmental laws at the Property, except as provided below. If Purchaser purchases the Property, Purchaser also hereby releases Seller from liability for any claim by Purchaser, except as provided below, for or on account of any losses, costs or expenses incurred or to be incurred by Purchaser in or for the investigation or remediation of any non-compliance with environmental laws at the Property or any hazardous substances or contamination in, on, under or in proximity to the Property (without regard or limitation as to when or by whom any such hazardous substances or contamination may have been introduced to the Property or permitted on or in proximity to the Property). Purchaser acknowledges that the Due Diligence Period to perform Purchaser's environmental review and Purchaser's general due diligence provided in this Agreement is a valuable right and constitutes mutual, material consideration in this transaction, including, without limitation, consideration for the waivers and releases of Seller by Purchaser provided in this Section 7.

Section 8. Conditions to Closing.

8.1 ***Conditions Precedent to Purchaser's Obligation***. Purchaser shall not be obligated to proceed with Closing until all of the following conditions have been satisfied or waived in writing by Purchaser, in its sole discretion:

(a) delivery by Seller of a special warranty deed, duly executed and acknowledged, conveying all of Seller's right, title and interest in and to the Property to Purchaser free and clear of any and all liens, encumbrances, covenants, conditions and restrictions, except for the Permitted Exceptions, and otherwise in a form reasonably acceptable to Purchaser;

(b) all representations, warranties and covenants of Seller set forth herein shall be true and correct as of the Closing Date, and Seller shall deliver to Purchaser on the Closing Date a certificate stating that all such representations, warranties and covenants remain true and correct in all material respects at and as of the Closing Date;

(c) Seller shall have delivered to Purchaser a "nonforeign" certificate pursuant to Treas. Reg. § 1.14452T(b)(2), in the form reasonably required by Title Company and Purchaser; and

(d) Seller shall have delivered to Purchaser such further documents as reasonably may be required in order to obtain the Title Policy and fully and legally close the transaction.

(e) Approval of the Lot Split attached as Exhibit A hereto.

8.2 ***Conditions Precedent to Seller's Obligation***. Seller shall not be obligated to proceed with Closing until all of the following conditions have been satisfied or waived in writing by Seller, in its sole discretion:

(a) Purchaser shall have delivered to Seller the balance of the Purchase Price, as adjusted at Closing pursuant to the terms of this Agreement;

(b) all representations, warranties and covenants of Purchaser set forth herein shall be true and correct as of the Closing Date, and Purchaser shall deliver to Seller on the Closing Date a certificate stating that all such representations, warranties and covenants remain true and correct in all material respects at and as of the Closing Date;

(c) Seller shall have obtained any necessary approval of its Board of Directors and/or its Officers; and

(d) Purchaser shall have delivered to Title Company such further documents as reasonably may be required in order to fully and legally close this transaction.

(e) Purchaser shall have provided Seller a warranty letter guaranteeing that Seller shall not be required to construct or add additional parking spaces to meet City zoning requirements for Floor Area Ratio at 1300 E. Centennial Drive, Mercy Hospital Pittsburg, or its surrounding parcels.

(f) Purchaser shall have delivered to Title Company the fully executed Drainage and Detention Easement in recordable format.

(g) Purchaser shall have entered into a sponsorship and naming rights agreement with Seller for Purchaser's planned soccer complex development on terms mutually agreeable to the parties.

(h) Purchaser shall have agreed in writing that Purchaser will not attempt to include Pittsburg KS Medical, LLC in any future Public Improvement District or similar financing mechanism related to Purchaser's development of the Property.

Section 9. Closing Costs. The costs of Closing shall be paid at or prior to the Closing Date by and among the parties as follows:

9.1 ***Title Policy.*** Purchaser shall pay the cost of all title examination fees and the premium for the Title Policy and any endorsements thereto.

9.2 ***Escrow Fee***. Seller and Purchaser each shall pay 50% of the cost of any escrow closing fee charged by Title Company to close the transaction

9.3 ***Documentary Stamps; Lien Release Costs***. Purchaser shall pay the cost of any documentary stamps to file the Deed and all costs to release any liens.

9.4 ***Recording Costs***. Purchaser shall pay the cost of recording the Deed.

Section 10. Deposit; Default and Remedies. Unless otherwise set forth elsewhere in this Agreement:

10.1 ***Seller Default***. If Seller shall be obligated by the provisions of this Agreement to close the sale of the Property and shall fail to close the same, Purchaser may (i) obtain a refund of the Deposit, or (ii) enforce specific performance of this Agreement; provided, that if Purchaser seeks specific performance and itself determines or it is judicially determined that such remedy is not available, Purchaser shall have the option to pursue the remedy described in (i) above. Return of the Deposit or specific performance shall be Purchaser's sole remedy if Seller defaults under this Agreement.

10.2 ***Purchaser Default***. If Purchaser shall be obligated by the provisions of this Agreement to close the purchase of the Property and shall fail to close, Seller shall be entitled to terminate this Agreement and receive immediate full cash payment of the Deposit as liquidated damages, or pursue all other remedies available at law or in equity.

10.3 ***Failure to Close by Outside Closing Date***. If neither party is obligated by the provisions of this Agreement to close the purchase and sale of the Property by the Outside Closing Date and Closing has not otherwise occurred by such date, either party shall have the right to terminate this Agreement in its sole discretion for any reason or no reason at all, and in the event of such termination, neither party shall have any further liability under this Agreement except as otherwise expressly set forth herein. In such event, the Deposit shall be returned to Purchaser.

Section 11. Risk of Casualty Loss. From the date hereof until Closing, Seller shall continue to maintain the Property in good condition and repair and promptly notify Purchaser of the occurrence of any event known to it which materially affects the value or utility of the Property. Notwithstanding anything herein to the contrary, from and after the date hereof until the Closing Date, Seller is considered the owner of the Property for all purposes and shall be entitled to receive all insurance proceeds and/or condemnation awards that may become payable with respect thereto. Any and all risks associated with ownership of the Property shall be borne by Seller from the date hereof until Closing. If the Property or any portion thereof is damaged or condemned (or conveyed in lieu thereof) prior to the Closing Date, Purchaser may, at its election (a) terminate and cancel this Agreement, in which event Purchaser shall obtain the Deposit without any additional release from Seller being necessary, and Seller and Purchaser shall be relieved and discharged of any further liability or obligation under this Agreement, except as otherwise expressly set forth herein or (b) proceed to Closing and receive all insurance proceeds and condemnation awards via assignment from Seller.

Section 12. Covenants of Seller Prior to Closing. From and after the Effective Date through the Closing, unless Purchaser's prior written consent is first obtained (which consent shall not be unreasonably withheld), Seller: will not transfer any part of the Property or create on the Property any easements or mortgages which will survive the Closing or permit any changes to the zoning or other land use classification of the Land; will not enter into any new contracts or other agreements regarding the Property; and shall comply in all material respects with the terms of any easement, covenants, conditions or other agreements affecting the Property.

Section 13. Prorations. All general real property tax assessments against the Property which become delinquent in the year in which Closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated between Seller and Purchaser as of the Closing Date. Seller shall be responsible for paying all other taxes, special assessments (all installments), insurance premiums, utilities bills and fees and any other costs relating to the Property or the ownership thereof for the period prior to Closing. Utility bills or charges, where applicable, shall be prorated as of the Closing Date. To the extent reasonably possible, Seller and Purchaser shall have utility meters read the day preceding the Closing Date. Seller shall be responsible for paying all utility bills or charges which accrued against the Property prior to the Closing Date and Purchaser shall be required to pay all utility bills accruing against the Property on or subsequent to the Closing Date, with any charge for which a reading could not be made as of the day preceding the Closing Date being prorated as of the Closing Date using an estimate based on the most recent reading for such utility. Purchaser shall secure its own insurance on the Property as of the Closing Date, and Seller shall cancel all existing insurance policies as of the Closing Date. Purchaser and Seller shall, before and after the Closing, reasonably cooperate with each other in connection with this Section 13.

Section 14. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or deposited in the United States Mail by registered or certified mail, return receipt requested, postage pre-paid, sent by any nationally recognized overnight delivery service, or by facsimile transmission, and addressed to the applicable party at the address for such party set forth below its signature to this Agreement. Any party may change the address to which notices are to be addressed by giving the other party notice in the manner herein set forth. Notices sent in compliance with this Section shall be effective (a) upon receipt or refusal if delivered personally; (b) the day of depositing with an overnight courier service; (c) the day of depositing in the mail, if mailed as provided above, or (d) upon facsimile transmission provided the sending party mails a copy of the notice together with a confirmation sheet identifying the date and time of facsimile transmission.

Section 15. Intentionally Deleted.

Section 16. Public Announcements. Any public announcement, press release or similar publicity with respect to this Agreement or the transactions described herein will be issued, if at all, at such time and in such manner as the Seller and Buyer jointly determine.

Section 17. Right to Purchase. In the event Purchaser decides to sell, transfer, or otherwise dispose of the Land, or any portion thereof, Purchaser shall first provide written notice to Seller of Purchaser's intent to sell (the ***"Sale Notice"***). The Sale Notice shall be delivered to Seller (pursuant to the notice provisions of Section 14) at least sixty (60) days prior to Purchaser's intended date of sale or the listing of the Land for sale, whichever occurs first. Upon receipt of the Sale Notice, Seller shall have the exclusive right, but not the obligation, to purchase the Land at fair market value as determined an independent, licensed appraiser jointly selected and agreed upon by Purchaser and Seller. If the parties are unable to agree upon an appraiser within fifteen (15) days following delivery of the Sale Notice, each party shall select one licensed appraiser, and the two appointed appraisers shall together select a third appraiser, whose determination of fair market value shall be final and binding upon both parties. The costs of any such appraisal shall be shared equally by Purchaser and Seller. Seller shall have thirty (30) days following the determination of fair market value to notify Purchaser in writing of Seller's election to exercise or waive its right to purchase the Land under this Section. If Seller elects to exercise its right to purchase, the closing of such purchase shall occur within sixty (60) days of Seller's election notice, or such other date as the parties may mutually agree. If Seller fails to provide timely notice of its election, or expressly waives its right to purchase, Purchaser shall be free to sell the Property to a third party, provided that such sale is consummated within three hundred sixty-five (365) days of Seller's waiver or the expiration of the election period, and at a price not less than ninety-five percent (95%) of the fair market value as determined hereunder. Any sale not consummated within such period or at a price below said threshold shall require Purchaser to recommence the notice and election procedures set forth in this Section. The parties agree to record a Memorandum of Right to Purchase setting forth a summary of the terms of this section.

Section 18. Miscellaneous. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and to their respective successors and assigns. This Agreement constitutes the entire undertaking between the parties hereto and supersedes any and all prior agreements, arrangements and understandings between the parties. This Agreement may be amended only in writing signed by both Purchaser and Seller. Time is of the essence of this Agreement. This Agreement is to be governed by and construed in accordance with the laws of the state in which the Property is located without reference to choice of law or conflict of law principles. Purchaser shall not assign this Agreement without Seller’s prior approval, but Purchaser may require Seller to deed the Property to another entity at Closing and Seller agrees to provide the deed to such named grantee as may be directed by Purchaser, provided, however, such assignment shall not release Purchaser from liability hereunder, and the Deposit shall remain as security for Purchaser's and its assignee's performance. This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original. This Agreement, or a signature page thereto intended to be attached to a copy of this Agreement, signed and transmitted by electronic mail, facsimile machine or telecopier shall be deemed and treated as an original document. Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall upon a Saturday, Sunday or public or legal holiday, the party having such privilege or duty shall have until 5:00 p.m. on the next succeeding regular business day to exercise such privilege or discharge such duty.

[Remainder of page left intentionally blank; signatures on succeeding page]

IN WITNESS WHEREOF, the parties hereto have executed this Real Property Sale Agreement as of the day and year set forth beneath party's respective signature hereto.

PURCHASER:

City of Pittsburg

By:________________________________
Name: ______________________________
Title: _______________________________

Date: ________________, 2026

Address:
____
____
____
____

SELLER:

Mercy Health Southwest Missouri/Kansas Communities

By:________________________________
Name: Jeremy Drinkwitz
Title: President

Date: Mar 15, 2026, 2026

Address:

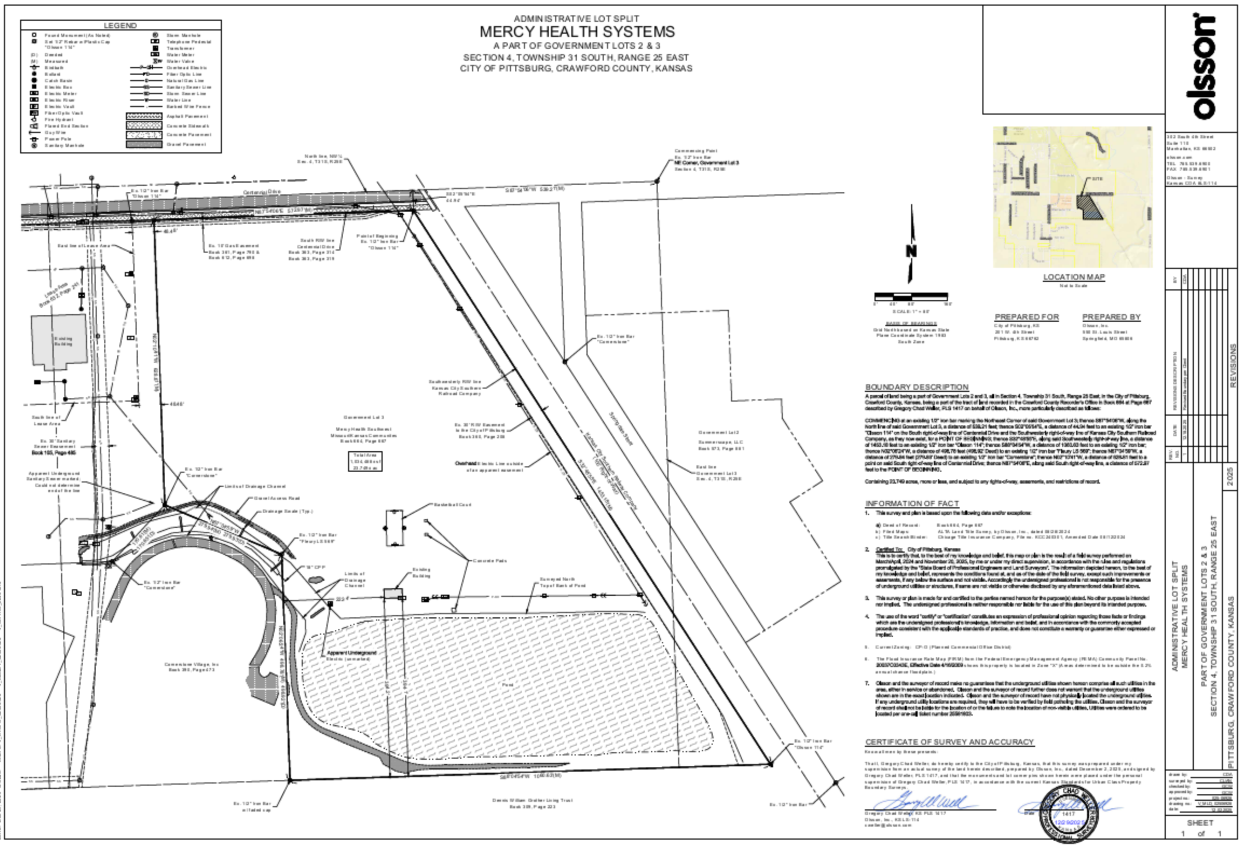
Mercy Health Southwest Missouri/Kansas Communities
Attn: Kevin Holleran
Real Estate Services
1350 Elbridge Payne Road
Chesterfield, MO 63017

with a copy to:

Mercy Health
Attn: Chief Legal Officer
15740 S. Outer Forty Road
Chesterfield, MO 63017

Keith D. Price
Sandberg Phoenix & von Gontard P.C.
701 Market St., Suite 600
St. Louis, Missouri 63101
Facsimile: (314) 241-7604

EXHIBIT A



ADMINISTRATIVE LOT SPLIT
MERCY HEALTH SYSTEMS
A PART OF GOVERNMENT LOTS 2 & 3
SECTION 4, TOWNSHIP 31 SOUTH, RANGE 25 EAST
CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS
LEGEND
LOCATION MAP
PREPARED FOR
PREPARED BY
BOUNDARY DESCRIPTION
INFORMATION OF FACT
CERTIFICATE OF SURVEY AND ACCURACY
REVISIONS
olsson
SHEET

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:	March 12, 2026
SUBJECT:	Agenda Item – March 24th 2026 KDOT Project No. 019 KA-7889-01 Agreement No 1219-25 CCLIP East 4th St Pavement Restoration Project from Canterbury Road to Victorian Drive

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The City has applied and been approved for the City Connecting Link Improvement Program (CCLIP) Pavement Restoration Project. KDOT has prepared and submitted to the City for approval agreement number 1219-25. Staff is requesting that the Governing Body approve the KDOT agreement for the pavement restoration project on East 4th Street (K-126) from Canterbury Road to Victorian Drive.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 24th, 2026? Action necessary will be approval or disapproval of staff's request and, if approved, authorize the Mayor and City Clerk to execute the agreement on behalf of the City of Pittsburg.

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

Attached: KDOT Agreement

PROJECT NO. 019 KA-7889-01
CCLIP (PR) PROJECT
CMS CONTRACT NO. _________________
CITY OF PITTSBURG, KANSAS

A G R E E M E N T

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary"), and the **City of Pittsburg, Kansas** ("City"), collectively, the "Parties."

RECITALS:

A. The City has applied for, and the Secretary has approved, a City Connecting Link Improvement Program (CCLIP) Project under the program category of Pavement Restoration.

B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of City Connecting Links of the State Highway System through the City.

C. The City desires to construct a street Project on East 4th Street / K-126, a City Connecting Link for the State Highway System, in the City.

D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of state and local funds.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **"City Connecting Link Improvement Program" or "CCLIP"** means a program that is a part of the KDOT Local Partnership Program with cities and counties. The state's participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000.

a. The CCLIP consists of three program categories that each target specific types of improvement:

   i. **"Surface Preservation" or "SP"** means a project intended to address deficiencies in or extend the life of the driving surface. Project scopes may consist of overlay, mill and overlay, pavement patching, joint repair, seals, or similar surface maintenance work. Parking lanes may be included.

   ii. **"Pavement Restoration" or "PR"** means a project intended to address deficiencies in the road surface that are too extensive or expensive to be addressed by the measures under the (SP) category. Actions under this category could include full-depth pavement replacement of the entire driving surface or extensive pavement rehabilitation. Other related improvements, such as curb and gutter repair/replacement, storm sewer, parking lanes, or sidewalk construction may be included.

   iii. **"Geometric Improvements" or "GI"** means a project intended to address a safety, capacity, or operational need that can be addressed by changing the roadway geometrics. Examples of projects under this category include, but are not limited to, intersection reconstruction to reduce encroachments over the curb from off-tracking of turning trucks; addition or extension of turn lanes; widening of the roadway to accommodate larger vehicles; or sight distance improvements.

b. The maximum dollars and eligible costs that KDOT will provide for an individual project in each program category is as follows:

   i. SP = $400,000
   ii. PR = $1,500,000
   iii. GI = $1,500,000

c. The eligible costs that KDOT may provide for an individual project in each category are as follows:

   i. SP = Construction and Construction Engineering (CE)
   ii. PR = Preliminary Engineering (PE), Construction, and CE
   iii. GI = PE, Utility adjustments, Right of Way acquisition, Construction, and CE

3. **"City"** means the City of Pittsburg, Kansas, with its place of business 201 West 4th Street, Pittsburg, Kansas 66762.

4. **"City Connecting Link"** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a

road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.

5. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway, any drainage, dredging, excavation, grading or similar work upon real property.

6. **"Construction Engineering" or "CE"** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

7. **"Consultant"** means any engineering firm or other entity retained to perform services for the Project.

8. **"Contractor"** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

9. **"Design Plans"** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

10. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.

11. **"Encroachment"** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

12. **"Fiscal Year (FY)"** means the state's fiscal year which begins July 1 and ends on June 30 of the following calendar year.

13. **"KDOT"** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.

14. **"Letting" or "Let"** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

15. **"Non-Participating Costs"** means the cost of any items or services which the Secretary action on the Secretary's own behalf and on behalf of the of the FHWA, reasonably determines are not Participating Costs.

16. **"Participating Costs"** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

17. **"Preliminary Engineering" or "PE"** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

18. **"Project"** means **Project No. 019 KA-7889-01, Pavement Restoration on K-126 from Canterbury Road to Victorian Drive, including pavement reconstruction in Pittsburg, Kansas**, and is the subject of this Agreement.

19. **"Project Limits"** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

20. **"Responsible Bidder"** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

21. **"Right of Way"** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

22. **"Secretary"** means the Secretary of Transportation of the State of Kansas and the Secretary's successors and assigns.

23. **"Utilities" or "Utility"** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The City agrees to notify the Bureau of Local Projects if costs increase more than 10% over the estimate.

Party	Responsibility
Secretary	90% of Participating Costs of Preliminary Engineering (PE), Construction, and Construction Engineering (CE), not to exceed $ 1,500,000

City	10% of Participating Costs of PE, Construction, and CE until Secretary's funding limit is reached 100% of Participating Costs of PE, Construction, and CE after Secretary's funding limit is reached 100% of Costs of Right of Way and Utility adjustments 100% of Non-Participating Costs

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by Federal Highway Administration (FHWA) directives to obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary will Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

4. **Final Billing.** After receipt of FHWA acknowledgement of the final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

ARTICLE IV

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The City authorizes the Secretary to undertake the Project on its behalf. All things hereinafter done by the Secretary in connection with the Project are authorized, adopted, ratified, and confirmed by the City to the same extent and with the same effect as though done directly by the City acting in its own individual capacity. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid and the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** By signing this Agreement, the signatory certifies that the signatory has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, AASHTO A Policy on Geometric Design of Highways & Streets, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by the City with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project. The City shall be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed ineligible or Non-Participating items by the Secretary for reimbursement purposes.

4. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article IV, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq*.

5. **Consultant Contract Language.** The City shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City

has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) Progress Reports. Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the City and the Consultant. Such language shall read:

> "Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the City and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

6. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, or express or implied warranty, to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

7. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

8. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) Right of Way Acquisition. The City shall, in its own name, as provided by law, acquire by purchase, dedication, or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R., Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it shall have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, and permanent and temporary easements.

(b) Right of Way Documentation. The City shall provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel shall be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City shall contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the City shall undertake the relocation for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq*. The Secretary will provide information, guidance, and oversight to the City for any relocations required by the Project.

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project shall require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks ("Trail/Sidewalk") constructed on state highway Right of Way, if any, pursuant to the Design Plans, the City agrees as follows:

(i) City Responsible for Repairs and Providing Alternative Accessible Routes. The City agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of the state highway. If the Construction or maintenance of the Project reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of the Project's construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed, for any reason and for any length of time, the City shall be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.

(ii) Interference with KDOT Right of Way. If the Secretary, in the Secretary's sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City shall remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.

(iii) Incorporation of Trail/Sidewalk into Local Transportation System. The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. § 771.135.

(iv) Maintenance. When the Project is completed and final acceptance is issued, the City, at its own cost and expense, shall maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City shall begin the necessary repairs within a reasonable period and shall prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City's absolute duty and obligation to maintain the Trail/Sidewalk.

(f) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

9. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments shall be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal shall be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

10. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it shall not in the future permit Encroachments upon the Right of Way of the Project, and specifically shall

require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

11. **Utilities.** The City agrees to the following with regard to Utilities:

(a) Utility Relocation. The City shall move or adjust, or cause to be moved or adjusted, and shall be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted shall be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The City shall expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City shall initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party shall bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City shall indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

12. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to clean up and remediate any identified Hazardous Waste prior to Letting. The City shall also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to clean up and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, and the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees, or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement, the City has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

13. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved Construction Engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City shall require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

14. **Traffic Control.** The City agrees to the following regarding traffic control for the Project:

(a) Temporary Traffic Control. The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during

Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the MUTCD, as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) Permanent Traffic Control. The City must ensure the location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

(c) Parking Control. The City shall prohibit parking of vehicles on the City Connecting Link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

(d) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

15. **Access Control.** The City shall maintain control of access rights and prohibit the construction or use of any entrance or access point along the Project within the City other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

16. **Remittance of Estimated Share.** The City shall either 1) deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities or, 2) provide billing and payment documentation to the Secretary of any Preliminary Engineering costs incurred by the City for the Project that the City has paid. If the total amount expended by the City for its Preliminary Engineering costs does not equal its total financial obligation, as described in Article II, then the City shall deposit with the Secretary the difference. If the City chooses to forego providing Preliminary Engineering documentation to the Secretary, the City shall remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses or provide Preliminary Engineering documentation is fifty (50) days after the Letting date.

17. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

18. **Audit.**

(a) Audit Requirements for Federal Awards. All local governmental units, state agencies or instrumentalities, non-profit organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq*. require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq*.

(b) Agency Audit. The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City shall participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary

19. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

20. **Cancellation by City.** If the City cancels the Project, it shall reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **City Connecting Link Maintenance Agreement.** The Parties entered into an agreement covering routine maintenance of the City Connecting Link within City limits. It is the Parties' intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in the City Connecting Link maintenance agreement is not affected by this Agreement.

3. **FHWA Approval.** Decisions as to what Project Costs are federal Participating Costs will be made by the Secretary in accordance with the requirements of the FHWA.

4. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

5. **City Ordinances.** The Secretary shall not be required to follow any city zoning ordinances in the Design, Construction, or Maintenance of the Project.

6. **Civil Rights Act.** The **Civil Rights Attachment,** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

7. **Contractual Provisions.** The Provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are incorporated into, and made a part of this Agreement.

8. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

9. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

10. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

11. **Suspension and Debarment.** If the total value of this Agreement exceeds $25,000.00, this Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and 1200. Therefore, the City verifies that neither it nor its principals or agents is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency. 2 C.F.R. § 200.214.

12. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

13. **Prohibited Use of Certain Technologies.** All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds, if any, to 1)

procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

14. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

15. **Severability.** If any provision of this Agreement or any attachments hereto is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:	CITY OF PITTSBURG, KANSAS
________________________	______________________________
CITY CLERK (Date)	MAYOR
(SEAL)	

Kansas Department of Transportation
Secretary of Transportation

By:_____________________________________
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

☒ Civil Rights Attachment
☒ Contractual Provisions Attachment (Form DA-146a)

*Note – If left unchecked, then inapplicable.

KANSAS DEPARTMENT OF TRANSPORTATION

CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations**: The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas
Department of Administration DA-146a
(Rev. 05-25)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the _____ day of ____________________, 20______.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.

3. **Termination Due to Lack of Funding Appropriation or Funding Source**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.

4. **Disclaimer of Liability**: No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause**: The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.

6. **Acceptance of Contract**: This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract**: By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes**: The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.

10. **Insurance**: The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information**: No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq*.

12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.

13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

14. **Restricted Funding Source**: The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.