

City of Pittsburg, Kansas
Commission Meeting Agenda
Tuesday, July 28, 2026
5:30 p.m.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, July 28, 2026
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA (ROLL CALL VOTE):

- a. Approval of the July 14th, 2026, City Commission Meeting minutes.
- b. Approval of the application submitted by Harold Leroy Smith for a Cereal Malt Beverage License for the annual celebration to honor the life of Brandon Smith to be held at the Frisco Event Center (210 East 4th Street) from 4:00 p.m. until 11:00 p.m. on Saturday, August 8, 2026, and authorize the City Clerk to issue the license.
- c. Approval of staff request to submit an application to the Kansas Housing Resources Corporation's (KHRC) Tenant Based Rental Assistance (TBRA) program for a grant in the amount of \$150,000 to be used to provide an estimated 210 extremely low income households with assistance equal to one month's rent, up to a maximum of \$900 per household, and authorize the Mayor to sign the necessary documents on behalf of the City.
- d. Approval of staff recommendation to accept an Emergency Solutions Grant (ESG) from the Kansas Housing Resources Corporation (KHRC) in the amount of \$106,525.00 to support homeless services within our community, for the grant period of July 1, 2026, through September 30, 2027, and authorize the Mayor to sign the necessary documents on behalf of the City.
- e. Approval of Change Order No. 2 for the Reconstruction of the Partial Parallel Taxiway, Reconstruction of the City Hangar Taxilane, Connector Taxiway Crack Repair and Surface Treatment Project at the Atkinson Municipal Airport to add an additional five (5) working days to the allowable construction contract time, at no cost to the City, and authorize the Mayor to sign the necessary documents on behalf of the City.
- f. Approval of the Appropriation Ordinance for the period ending July 28th, 2026, subject to the release of HUD expenditures when funds are received.

SPECIAL PRESENTATIONS:

- a. IMA – Representatives from IMA will present information regarding the City's health insurance program. **Receive for file.**
- b. PATHWAYS TO HOPE – Representatives from Pathways to Hope will provide an update on the program. **Receive for file.**

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- c. CITY MANAGER'S SUBMITTED BUDGET - City Manager Daron Hall will present the City Manager's Submitted Budget for 2027. **Receive for file.**

CONSIDER THE FOLLOWING:

- a. HITE LAW, LLC PROJECT – Consider the recommendation of the Economic Development Advisory Committee (EDAC) to allocate up to \$40,000 from the Revolving Loan Fund (RLF) to support the request from Hite Law, LLC, to renovate the property located at 919 North Broadway. **Approve or disapprove the recommendation.**
- b. EAGLEPICHER TECHNOLOGIES, LLC – FINAL CHANGE ORDER NO. 2 – Consider staff recommendation to accept Final Change Order No. 2 for the EaglePicher Technologies, LLC Project. **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**
- c. EAGLEPICHER TECHNOLOGIES, LLC – FINAL PAY APPLICATION – Consider staff recommendation to accept the Final Pay Application for the EaglePicher Technologies, LLC Project, and release any retainage. **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**
- d. EAGLEPICHER TECHNOLOGIES, LLC - PURCHASE AGREEMENT – Consider staff recommendation to approve the Purchase Agreement between the City of Pittsburg and EaglePicher Technologies, LLC, and the related Municipal Warranty Deed. **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the Purchase Agreement and Municipal Warranty Deed on behalf of the City, and authorize the City Manager to take all further action and to sign all documents necessary to close the sale.**
- e. MAMMOTH SPORTS CONSTRUCTION, LLC AGREEMENT ADDENDUM – Consider staff recommendation to approve an Addendum to the agreement with Mammoth Sports Construction, LLC, to add additional scopes of work and to modify the payment terms of the Agreement. **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the Addendum on behalf of the City.**

NON-AGENDA REPORTS AND REQUESTS:

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EXECUTIVE SESSION:

- a. EXECUTIVE SESSION - An Executive Session is necessary to discuss the confidential affairs of a corporation pursuant to K.S.A. 75-4319(b)(4), to discuss confidential corporate affairs. **Motion to recess into Executive Session for 60 minutes to discuss confidential corporate affairs pursuant to K.S.A. 75-4319(b)(4) with the meeting to resume in the Commission Room in 60 minutes.**

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
July 14, 2026

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, July 14, 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, D.J. Perry and Ron Seglie. Commissioner Stu Hite was absent.

FLAG SALUTE - Mayor Munsell led the flag salute.

INVOCATION – Pastor Daniel Reffner, on behalf of the First United Methodist Church, provided an invocation.

APPROVAL OF MINUTES – On motion of Perry, seconded by Brooks, the Governing Body approved the June 23rd, 2026, City Commission Meeting minutes as presented. Motion carried. Absent: Hite.

ORDINANCE NO. S-1116 – On motion of Seglie, seconded by Brooks, the Governing Body approved Ordinance No. S-1116, levying a special assessment against the lots or parcels of land on which a public nuisance was located, to pay the cost of abating the nuisance, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Hite.

ORDINANCE NO. S-1117 – On motion of Munsell, seconded by Brooks, the Governing Body approved Ordinance No. S-1117, levying a special assessment against the lots or parcels of land on which refuse matter was located, to pay the cost of making the premises safe and hygienic, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Hite.

ORDINANCE NO. S-1118 – On motion of Munsell, seconded by Perry, the Governing Body approved Ordinance No. S-1118, levying a special assessment against the lots or parcels of land on which existed weeds or obnoxious vegetable growth, to pay the cost of cutting or removing said growth, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Hite.

APPROPRIATION ORDINANCE – The Governing Body approved the Appropriation Ordinance for the period ending July 14th, 2026, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Munsell, Perry and Seglie. Brooks abstained. Absent: Hite.

2025 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) – Representatives from Swindoll, Janzen, Hawk & Loyd, LLC, the City's auditing firm, presented the City's 2025 audit and ACFR. Absent: Hite.

RESOLUTION NO. 1304 – On motion of Seglie, seconded by Brooks, the Governing Body approved Resolution No. 1304, a Resolution of the Governing Body of the City of Pittsburg, Kansas, authorizing the redemption and payment of its Industrial Development Revenue Bonds, Series 2017A and 2017B, (Kendall Packaging Corporation) and the sale and conveyance of certain property to Kendall Packaging Corporation, and authorized the Mayor to sign the Resolution, Special Warranty Deed, Bill of Sale, Release of Lease, Notice of Prepayment and Optional Redemption, and other related documents on behalf of the City. Motion carried. Absent: Hite.

OFFICIAL MINUTES
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SPORTS COMPLEX IMPROVEMENTS – On motion of Seglie, seconded by Perry, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to allocate \$750,000 from the Revolving Loan Fund (RLF) to support the improvements in and around the Don Gutteridge Sports Complex. Motion carried. Absent: Hite.

MEETING BROADCAST ISSUES – Mayor Munsell asked if the broadcast issues that were present during the June 23rd City Commission Meeting have been resolved. City Manager Daron Hall stated that the issues were with YouTube. He noted that staff has tested the broadcast equipment several times since the June 23rd meeting.

FIVE-YEAR FINANCIAL PLAN – Deputy City Manager Jay Byers and Director of Finance Missy Scott presented the Five-Year Financial Plan. Absent: Hite.

BREAK – On motion of Perry, seconded by Brooks, the Governing Body recessed for a break at 7:25 p.m. Motion carried. The meeting reconvened at 7:28 p.m.

ENGINEERING AGREEMENT- On motion of Perry, seconded by Brooks, the Governing Body approved staff request to enter into an Engineering Agreement with Earles Engineering & Inspection for civil engineering design services for the pavement replacement projects to take place at Fire Stations #2 and #3, and authorized the Mayor to sign the agreement on behalf of the City. Motion carried. Absent: Hite.

MIDDLE MILE AGREEMENT – On motion of Perry, seconded by Munsell, the Governing Body approved staff recommendation to enter into an agreement between the Secretary of Transportation, Kansas Department of Transportation (KDOT), and the City of Pittsburg, expressing the City's interest in participating in the KDOT Middle Mile project, to facilitate the process of laying the fiber optic lines to make high-speed internet available and more robust, particularly in rural areas, and authorized the Mayor to sign the agreement on behalf of the City. Motion carried. Absent: Hite.

PURCHASE OF MOTOROLA V700 BODY WORN CAMERAS – On motion of Perry, seconded by Brooks, the Governing Body approved staff recommendation to purchase 40 Motorola V700 body worn cameras, batteries, a transfer station, software support and licensing, hardware maintenance/warranty agreements, and evidence video library licensing, from Motorola in the amount of \$95,506.40, to be funded through the Public Safety Sales Tax. Motion carried. Absent: Hite.

ORDINANCE NO. G-1392 – On motion of Brooks, seconded by Seglie, the Governing Body approved Ordinance No. G-1392, amending Sections 18-261 and 18-262 of the Pittsburg City Code by adopting by reference the 2024 Edition of The International Plumbing Code (IPC) and the installation, repair and maintenance methods specified therein as standards of the International Code Council (ICC), save and except such parts or portions as deleted, modified, supplemented, or amended by Section 18-262 and repealing Ordinance No. G-1235, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Hite.

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ORDINANCE NO. G-1393 – On motion of Seglie, seconded by Perry, the Governing Body approved Ordinance No. G-1393, amending Sections 34-31 through 34-40, and Sections 34-42 and 34-43 of the Pittsburg City Code and adopting by reference the 2024 Edition of the International Fire Code (IFC) as a standard of the International Code Council (ICC), except such parts or portions thereof as are deleted, modified, supplemented, or amended by Section 34-33 through Section 34-40 and repealing Ordinance No. G-1237 of the City of Pittsburg, Kansas, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Hite.

ORDINANCE NO. G-1394 – On motion of Perry, seconded by Brooks, the Governing Body approved Ordinance No. G-1394, amending Section 18-25 of the Pittsburg City Code by adopting by reference the 2024 Edition of the International Fuel Gas Code (IFGC), prepared, compiled, and promulgated as a standard of the International Code Council (ICC) and repealing Ordinance No. G-1234 of the City of Pittsburg, Kansas, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Hite.

ORDINANCE NO. G-1395 – On motion of Seglie, seconded by Brooks, the Governing Body approved Ordinance No. G-1395, amending Sections 18-131 through and including Section 18-145 of the Pittsburg City Code and adopting and incorporating by reference the 2024 Edition of the International Property Maintenance Code (IPMC) prepared, compiled, and promulgated as a standard of the International Code Council (ICC), except such parts or portions thereof as are hereby modified, supplemented, or amended by Sections 18-131, 18-132, 18-133 and deleting sections 18-134, 18-135, 18-136, 18-137, 18-138, 18-139, 18-140, 18-141, 18-142, 18-143, 18-144, and 18-145 and repealing Ordinance No. G-1173 of the City of Pittsburg, Kansas, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Hite.

ORDINANCE NO. G-1396 – On motion of Brooks, seconded by Munsell, the Governing Body approved Ordinance No. G-1396, amending Sections 18-231 and 18-232 of the Pittsburg City Code by adopting by reference, the 2024 Edition of the International Mechanical Code (IMC), compiled and promulgated as a standard of the International Code Council (ICC), except such parts or portions thereof as are hereafter inserted, deleted, modified, supplemented or amended by Section 18-232, and repealing Ordinance No. G-1233, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Hite.

ORDINANCE NO. G-1397 – On motion of Seglie, seconded by Brooks, the Governing Body approved Ordinance No. G-1397, amending section 18-321 of the Pittsburg City Code by adopting by reference the 2024 Edition of the International Swimming Pool and Spa Code, prepared, compiled, and promulgated as a standard of the International Code Council (ICC) and repealing Ordinance No. G-1236, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Hite.

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ORDINANCE NO. G-1398 – On motion of Perry, seconded by Brooks, the Governing Body approved Ordinance No. G-1398, amending Sections 18-61, 18-62, 18-63, and 18-64 of the Pittsburg City Code and adopting by reference the 2024 Edition of the International Building Code (IBC) as a standard of the International Code Council (ICC), except such parts or portions thereof as are deleted, modified, supplemented, or amended by Sections 18-62, 18-63, and 18-64, and repealing Ordinance No. G- 1240 and G-1261 of the City of Pittsburg, Kansas, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Hite.

ORDINANCE NO. G-1399 – On motion of Munsell, seconded by Brooks, the Governing Body approved Ordinance No. G-1399, amending Sections 18-31 through and including Section 18-35 of the Pittsburg City Code and adopting and incorporating by reference the 2024 Edition of The International Residential Code (IRC), prepared, compiled and promulgated as a standard of the International Code Council (ICC), save and except such parts or portions as deleted, modified, supplemented or amended by Sections 18-32, 18-33, 18-34 and 18-35 and repealing Ordinance No. G-1241 of the City of Pittsburg, Kansas, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Hite.

ORDINANCE NO. G-1400 – On motion of Seglie, seconded by Brooks, the Governing Body approved Ordinance No. G-1400, amending Section 18-101 of the Pittsburg City Code by adopting by reference the 2026 Edition of The National Electrical Code (NEC), as adopted by the National Fire Protection Association (NFPA No. 70) and approved by The American National Standards Institute, except such parts or portions thereof as are deleted, modified, supplemented or amended by Section 18-102, and repealing Ordinance No. G-1238, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Hite.

ORDINANCE NO. G-1401 – On motion of Brooks, seconded by Perry, the Governing Body approved Ordinance No. G-1401, creating Section 18-104 of the Pittsburg City Code by creating testing procedures for electrical services that have been out of service for six months or more, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Hite.

ORDINANCE NO. G-1402 – On motion of Perry, seconded by Brooks, the Governing Body approved Ordinance No. G-1402, creating Section 18-26 of the Pittsburg City Code by adopting procedures for testing and inspecting gas lines that have been out of service for six months or longer, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Hite.

ORDINANCE NO. G-1403 – On motion of Munsell, seconded by Brooks, the Governing Body approved Ordinance No. G-1403, creating Article VIII Section 18-291 of the Pittsburg City Code by adopting by reference the 2024 Edition of the International Existing Building Code (IEBC), prepared, compiled and promulgated as the standard of the International Code Council (ICC), and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Hite.

NON-AGENDA REPORTS AND REQUESTS:

QUARTERLY BUDGET UPDATE – Director of Finance Missy Scott distributed the quarterly budget update. Absent: Hite.

OFFICIAL MINUTES
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AWARD OF BID – On motion of Perry, seconded by Brooks, the Governing Body approved staff recommendation to award the bid for the construction of a Pedestrian and Bicycle Path on East 20th Street from North Rouse Street to North Home Avenue to Mission Construction Co., Inc., of St. Paul, Kansas, based on their bid of \$297,574, and authorized the Mayor and City Commissioners to sign a Resolution committing \$75,000 of City funds to the project. Motion carried. Absent: Hite.

STORM RESPONSE – Director of Parks and Recreation Kris Loy noted that members of his staff are picking up tree limb debris that occurred as a result of the recent wind storm. Citizens may call the Parks and Recreation Office to schedule curbside removal of their tree limbs. Absent: Hite.

BESSE HOTEL TOUR – City Manager Daron Hall thanked members of the Governing Body for taking time to tour the Besse Hotel. Absent: Hite.

REVEREND WALTER SIMPSON - Commissioner Brooks acknowledged the recent death of Reverend Walter Simpson and extended her condolences to his family. Absent: Hite.

ADJOURNMENT - On motion of Perry, seconded by Brooks, the Governing Body adjourned the meeting at 8:11 p.m. Motion carried. Absent: Hite.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk



**PITTSBURG PUBLIC
HOUSING AUTHORITY**

101 N Pine St -
Pittsburg KS 66762

(620) 232-1210
www.pittks.org
FAX: (620) 232-3453
Email: section8@pittks.org

INTEROFFICE MEMORANDUM

To: Mayor, City Commissioners, Daron Hall, Tammy Nagel
From: Megan Keener, Assistant Director of Housing
CC: Kim Froman, Director of Community Development and Housing
Date: July 20, 2026
Subject: Agenda Item – July 28, 2026 -
Tenant-Based Rental Assistance (TBRA) Grant Application – Security Deposit Assistance

The Pittsburg Public Housing Authority (PHA) respectfully requests City Commission approval to submit a grant application for the 2026 Tenant-Based Rental Assistance (TBRA) program, administered by the Kansas Housing Resources Corporation (KHRC). The grant amount requested is \$150,000.

If awarded, these funds will provide security deposit assistance to approximately 210 extremely low-income households within the city limits of Pittsburg. Eligible applicants will receive assistance equal to one month's rent, up to a maximum of \$900 per household. All payments will be made directly to property owners or landlords on behalf of qualifying tenants.

The TBRA program also provides 7% of the total grant for administrative costs. For this application, \$7,000 will be allocated for administration, to be used over the three-year grant period.

PHA has a strong track record of managing this program, having administered fifteen previous TBRA grants. The most recent award was \$100,000 in 2023. The 2022 grant cycle was successfully completed, and the 2023 program is currently active. Over the past two years, TBRA funding has supported over 354 households, benefiting more than 861 individuals.

Please place this item on the City Commission agenda for consideration. We request authorization to submit the grant application to KHRC and, if approved, permission for the Mayor to sign all necessary documentation related to the grant.

Sincerely,

Megan Keener
Assistant Director of Housing
Pittsburg Public Housing Authority

Tenant Based Rental Assistance 2026 Application

2026 TBRA Applicants:

For the 2026 TBRA application round, the amount of funding that a grantee may apply for is \$600,000. The administration will be awarded as 7% above the granted amount; however, 2026 contracts will not pay administration funds that are not drawn during the grant period. Unexpended admin funds may be converted to subsidy, at KHRC's discretion. **Please note that the award of the 2026 TBRA funds is dependent on Kansas Housing receiving our allocation of the federal 2026 HOME funds. If Kansas Housing does not receive the federal HOME funding, we will not be able to fund any applications.**

Additionally, **the number of months for a set up per tenant will be 12 months for rental subsidy.** Tenants are eligible for recertification at the 12-month mark with up to 24 months of subsidy assistance per grant cycle.

Eligible Applicants

HOME Program funds for the Tenant Based Rental Assistance program will be made available through a competitive application process. Eligible entities are local units of government, public housing authorities, and non-profit agencies. Applicants must have demonstrated experience managing a tenant based rental assistance program.

TENANT BASED RENTAL ASSISTANCE (TBRA)
2026 APPLICATION
AVAILABLE FUNDING: \$2,000,000

A. Application Process

1. Submittal Requirements

The Kansas Housing Resources Corporation (KHRC) must receive the application before 5:00 p.m. on Friday, August 14, 2026. Submit the application via email to TBRA@kshousingcorp.org. Once submitted an acknowledgment (receipt) will be sent.

2. Eligible Applicants

HOME Program funds for the Tenant Based Rental Assistance program will be available to local units of government, public housing authorities, and non-profit agencies on a competitive basis. Applicants must have demonstrated experience managing a housing assistance program.

B. Application Instructions

1. Applications must include the following with forms provided in the application:

- Funding Summary
- Project Summary
- Narratives – Project Need, Project Impact, Capacity
- Budget Worksheet
- Statement of Assurances and Certifications

2. Applications must include these other documents:

- Housing Administrative Plan
 - **Administrative Plan must include Violence Against Women Act (VAWA) procedures if applying for a subsidy program and the base rent that a client will pay.**
- Letters of commitment indicating support for the proposed TBRA Program and/or all proposed sources of non-federal matching/leveraging funds.
- A detailed project location map must be attached to each application
- Uniform Grant Guidance, 2 CFR 200, Subpart F, may require nonfederal entities to have a single or program-specific audit conducted for any year in which the nonfederal entity expends \$750,000 or more combined from all federal sources. Medicare and Medicaid are not considered federal awards. A copy of the applicant agency's latest fiscal year's audit including findings must be included with the TBRA application.

☐ Check here if audit report is not required due to applicant agency expending less than \$750,000 annually in federal funding.

2. The applicants should review the entire application form and instructions before beginning to prepare the application. Only complete applications with all documents will be considered.
3. Information received by the Kansas Housing Resources Corporation prior to the application deadline will be considered in the selection process. Failure to submit required information will be grounds for rejection of the application.

TENANT BASED RENTAL ASSISTANCE FUNDING SUMMARY

APPLICANT DATA

Name of Applicant Agency: City of Pittsburg, Kansas
Executive Director: Megan Keener, Assistant Director of Housing
Telephone/Email: Phone: 620-230-5572 E-mail: megan.keener@pittks.org
TBRA Contact Person: Megan Keener, Assistant Director of Housing
Telephone/Email: Phone: 620-230-5572 E-mail: megan.keener@pittks.org
Agency Address: 101 N Pine St
City/Zip Code: Pittsburg, KS 66762

☒ Local government ☒ Public Housing Authority (PHA) ☐ Non-Profit ☐ For-profit	U.S. Congressional District(s)* <u>2</u> State Senate District* <u>12</u> State Representative District* <u>3</u> <i>*Districts for agency city/county location only</i>
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TBRA Proposed Activities	Total Proposed Households	(UNITS)
☐ Rental Subsidies	Rental Subsidy	<u> </u>
☒ Security Deposits	Security Deposit Subsidy	<u>210</u>
☐ Utility Deposits*	Utility Deposit Subsidy*	<u> </u>

**Utility Deposit cannot be used as a stand-alone activity. Must be utilized with rental subsidy, security deposit, or both.*

Total funding requested \$ 150,000

Has applicant previously been awarded a HOME Grant?						Yes ☒ No ☐		
Year	<u>2025</u>	\$ <u>100,000</u>	Year	<u>2023</u>	\$ <u>100,000</u>	Year	<u>2022</u>	\$ <u>50,000</u>
Year	<u>2021</u>	\$ <u>100,00</u>	Year	<u>2020</u>	\$ <u>100,000</u>	Year	<u>2019</u>	\$ <u>100,000</u>
FUNDING HISTORY-Use most recent TBRA grant if applicable.						Check if NOT applicable or first time applying ☐		
Data for grant award FFY <u>2023</u>		January 1-December 31 of the year <u>2023</u>						
Total Tenant Households (UNITS) Served to Date from above Grant Award during above Year (Only):								
Average TBRA Rental Subsidy Paid Per Unit			\$ <u> </u>		Total Household UNITS Receiving Rental Subsidies		<u> </u>	
Average TBRA Security Deposit Paid Per Unit			\$ <u>700.00</u>		Total Household UNITS Receiving Security Deposit Subsidies		<u>128</u>	

Project Summary

Please provide a brief description of the project. Only 2-3 sentences.

Please see TBRA attachments

Please provide the page number of your TBRA Tenant Selection Policy (24 CFR 92.209 (c) that is included in your Administrative Plan 4-8

Estimated number of **households** (total units) who will benefit from 2026 TBRA Grant: 210

Estimated number of **people** (including children) who will benefit from 2026 TBRA Grant: 630

List the proposed number of households to be served with 2026 grant funding for each category below:

Median income to be served: 51%-60% 5 (# of households total)

31%-50% 50 (# of households total)

0%-30% 155 (# of households total)

2026 Proposed TBRA Targeted Populations

Please indicate the proposed number of participants who you think will fall within the following categories.

These numbers may be duplicate counts. Fully fill out the numbers in all categories.

Category	Number of Households (If not applicable put NONE)	Percent to be Served (If not applicable put 0%)
Homeless	10	<u>21%</u>
Single Parent Households	75	<u>35%</u>
Special Populations to be served Specific Special Populations to be Served:	<u>Elderly – 43 Disabled - 42</u>	<u>15%</u>
Paying more than 30% for rent	75	<u>35%</u>
Paying more than 50% for rent	50	<u>25%</u>

Project Summary

Census Per Capita Income for proposed county(ies)

County Crawford Per Capita Income \$30,263 Median Household Income \$52,844

County _____ Per Capita Income \$ _____ Median Household Income \$ _____

County _____ Per Capita Income \$ _____ Median Household Income \$ _____

*If the applicant serves more than three counties list the three most representative counties within the area served.

Total number of households currently on your waiting list: 550 households

Total number of counties this waiting list covers: 1 counties

What is the average number of months households are on the waiting list: 24 months

Agency administering the grant please give the experience level of the TBRA administrator.

*Years in position and experience with TBRA/housing vouchers

Please see TBRA attachments

Agency administering the grant give the NSPIRE certified staff that will be used for TBRA.

*Include latest year certified.

Chris Nichols – August 2024 Megan Keener – August 2024

Project Summary

TBRA HOME Program funds requested (not including 7% Administrative Fee): \$150,000
Maximum amount requested cannot exceed \$600,000.

FURTHERING FAIR HOUSING

All applicants who receive a grant award must affirmatively further fair housing. Title VII and Executive Order 11063 requirements apply to all recipients, regardless of community size and/or racial/ethnic characteristics. The fair housing provisions apply to the community as a whole and pertain to the sale or rent of housing, the financing of housing, and the provision of brokerage services.

Describe how your agency will be furthering fair housing:

Please see TBRA attachments

Marketing Procedures

Describe your Marketing Plan for the proposed geographical area served. List all area marketing platforms used to advertise the availability of the TBRA program. This includes newspapers, radio/TV stations, etc. Marketing efforts must take place in all geographical service areas. Marketing via referrals only, local presentations, or exclusive use of a waiting list are not considered effective marketing techniques.

Please see TBRA attachments

TENANT BASED RENTAL ASSISTANCE

BUDGET WORKSHEET

USE THE HOME FAIR MARKET RENT THAT STARTED JUNE 1, 2026

USE THE HOME INCOME LIMITS THAT STARTED JUNE 1, 2026

2026 PROPOSED BUDGET FOR <u>ESTIMATED</u> PROGRAM HOUSEHOLDS	Number of Bedrooms				
	1	2	3	4	5+
(1) Estimated Housing Cost (equals HUD FMR payment standard for county served. If more than one county is served use the FMR for one county in your jurisdiction)	\$755	\$991	\$1,378	\$1,586	\$1,586
(2) Average Monthly Adjusted Income x 0.30					
(3) Est. Monthly Subsidy Cost [(1) minus (2)]					
(4) Enter number of months (24 months)					
(5) Total Per Household Cost [(3) x (4)]					
(6) Enter estimated number of families (households) to be assisted					
(7) Basic Cost by BR Size [(5) x (6)]					
(8) Per Household Security Deposit Cost	\$780	\$1,100	\$1,300	\$1,550	\$1,550
(9) Estimated Number of Security Deposit Households	80	80	40	10	0
(10) Total Estimated Per Household Security Deposit cost [(8) x (9)]	\$62,400	\$88,000	\$52,000	\$15,500	\$0.00
(11) Per Household Utility Deposit Cost					
(12) Estimated Number of Utility Deposit Households (utility deposits must be provided with either rental subsidies or security deposits. They are not a "stand alone" activity)					
(13) Total Utility Deposit Costs [(11) x (12)]					
(14) Total Security and Utility Deposit Costs [(10) + (12)]	\$62,400	\$88,000	\$52,000	\$15,500	\$0.00
(15) Total Cost by BR Size [(7) + (13)]					
(16) Total Estimated Cost (Add all costs in Row (14) Do not include 7% Administrative Fee Provided by KHRC)	\$217,900				

TENANT BASED RENTAL ASSISTANCE

PROJECT NARRATIVES

Project Need – Applicants must identify and document the need in the community or jurisdiction for TBRA. Information in the narrative should include the following:

1. Identification and documentation of how the level of need for the TBRA request was determined by the applicant.
2. The total population and per capita income of the community.
 - a. Per capita income from the U.S. census for the city/county jurisdiction served.
3. Number of families on the current waiting list for housing assistance in the area being served and the approximate amount of time a family waits on the list to be assisted.
4. Tenant data-Number of families to be served who are below 50% of the area Median Income, homeless or rent burdened (paying more than 50% of their income for rent or paying more than 30% of their income for rent).
5. Description of any special population needs within the geographic area (elderly, disabled, handicapped, etc.)
6. Number and percentage of homeless and single-parent households in applicant's service area.
7. Description of any other rental subsidy program(s) operating in the service area.

Please see TBRA attachments

TENANT BASED RENTAL ASSISTANCE

PROJECT NARRATIVES

Project Impact – Applicants must describe how TBRA addresses the impact of this program described in the Project Need narrative. Information should include:

1. The number of households (families) and total number of individuals including children as well as a list of specific counties that will receive the proposed assistance.
2. Timeline describing the initial distribution of assistance to the final commitment of funds during the proposed two-year grant award funding.
3. Description of the plan for continued assistance for families after the end of the program
4. List impact (self-sufficiency) in terms of tenants who have moved in a previous year from the TBRA program to Section 8 or who no longer qualify for assistance due to an increase in income level.
5. Description of other methods to be used to measure the success of the program.

Please see TBRA attachments

**TENANT BASED RENTAL ASSISTANCE
PROJECT NARRATIVES**

Capacity

1. Rental Housing Capacity- The agency must have administrative support for the program, a history of rental housing administration and a proposed marketing plan that covers the geographical jurisdiction and is not limited to agency referrals, local presentations, etc. If applicant is a previous TBRA grantee, compliance issues and attempts to resolve issues should be described.
2. Administrative Plan –The Plan must be attached on a separate form and must meet minimum standards as described in the TBRA Grantee Manual.

Please see TBRA attachments

Non-Local HOME Area

A map of the jurisdiction served must be provided.

Applicants serving areas outside Local HOME Participating Jurisdictions (local PJs) will receive a funding preference. The cities of Topeka, Lawrence, Wichita, and Kansas City, and Johnson County are considered local PJs. Applicants outside of these jurisdictions will receive 50 points. (NOTE: Applications serving local PJs are restricted to serving special populations, as identified in the Kansas Consolidated Plan.)

CERTIFICATIONS

The applicant certifies that the information contained in the Application Summary is true and correct and the appropriate governing body has duly authorized the document. The applicant agrees that, if approved, this, with the attached Certifications, will become a part of the agreement for activities and services authorized under the HOME Investment Partnerships Program.

By signing "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Cod Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812."

Name: Chuck Munsell

Title: Mayor, City of Pittsburg

Date: July 28, 2026

Signature: _____

Name: Megan Keener

Title: Assistant Director of Housing

Date: July 28, 2026

Signature: _____

Signature of Chief Elected Official

Date

If the applicant is a non-profit entity and not a local unit of government, the Executive Director and a Board member must sign the application.

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

Signature of Executive Director

Date

Signature of Board Member

Date

Statement of Assurances & Certifications

The grantee hereby assures and certifies with respect to the grant that:

1. It possesses legal authority to make this application and to execute a housing program.
2. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement, and to provide such additional information as may be required.
3. That prior to submission of its application to the Kansas Housing Resources Corporation (KHRC), the grantee has met the citizen participation requirements, prepared its application and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
4. It has developed its final statement (application) of projected use of funds to give maximum feasible priority to activities that benefit low-income families.
5. Its chief executive officer or other officer of the grantee approved by the KHRC:
 - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a); and
 - b. Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.
6. The loan will be conducted and administered in compliance with:
 - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part I;
 - b. Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provisions of brokerage service. Title VII and Executive Order 11063 requirements apply to all recipients, regardless of community size and/or racial/ethnic characteristics. The fair housing provisions apply to the community as a whole and pertain to the sale or rent of housing, the financing of housing, and the provision of brokerage services. *MEANINGFUL STEPS TO FURTHER FAIR HOUSING MUST BE TAKEN.* Such steps must be documented and will be monitored by the Kansas Housing Resources Corporation;
 - c. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.602);
 - d. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135;
 - e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
 - f. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
 - g. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;

- h. The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
 - i. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and the implementing regulations at 24 CFR 570.488;
 - j. Anti-displacement and relocations plan requirement of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
 - k. Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended;
 - l. The labor standards requirements as set forth in 24 CFR 92.354 and HUD regulations issued to implement such requirements;
 - m. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
 - n. The regulations, policies, guidelines, and requirements of 2 CFR 200 as it relates to the acceptance and use of federal funds under this federally assisted program; and
 - o. The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation and telecommunications.
7. The conflict of interest provisions of 24 CFR 92.356 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification.
 8. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
 9. It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.
 10. It will comply with the lead paint requirements of 24 CFR Part 35.
 11. The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with HOME funds by assessing properties owned and occupied by low and moderate income persons unless:
 - a. HOME funds are used to pay the proportion of such assessment that related to non-HOME funding, or
 - b. The local government certifies to the state that for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient HOME funds to comply with the provision of a. above.
 12. It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for HOME funding.
 13. It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.

14. It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously, as well as with other applicable laws.

The grantee hereby certifies it will comply with the above stated assurances.

Signature,

(Authorized local elected official if grantee is a governmental entity, or authorized Executive Director if grantee is a non-profit agency)

Chuck Munsell

Name (typed or printed)

Mayor, City of Pittsburg

Title

City of Pittsburg/Pittsburg Public Housing Authority

Applicant Agency/Housing Authority

July 28, 2026

Date

INTEROFFICE MEMORANDUM

To: Mayor, City Commissioners, Daron Hall, Tammy Nagel
From: Megan Keener, Assistant Director of Housing
CC: Kim Froman, Director of Community Development and Housing
Date: July 10th, 2026
Subject: Agenda Item – July 28, 2026
Notification of Grant Award: Emergency Solution Grant 2026-2027

I am pleased to present the enclosed Notification of Grant Award from the Kansas Housing Resources Corporation (KHRC) for the Emergency Solutions Grant (ESG) in the amount of \$106,525.00. The grant period spans fifteen (15) months, from July 1, 2026, through September 30, 2027.

This funding supports homelessness prevention and assistance for individuals and families experiencing homelessness. Consistent with a long-standing partnership to serve vulnerable residents, the City of Pittsburg/Pittsburg Public Housing Authority will partner with Building Health, Inc., a subsidiary of Community Health Center of Southeast Kansas, to administer the grant.

The City of Pittsburg/Pittsburg Public Housing Authority will provide Rapid Re-Housing and Homelessness Prevention services, including rental assistance, security deposits, rental arrears, and utility support. Building Health, Inc. will provide Street Outreach and Emergency Shelter services, connecting unsheltered individuals and families with shelter, housing, and supportive services.

Staff respectfully recommends that the Commission approve the acceptance of this grant award and authorize the Mayor to execute all necessary documents on behalf of the City.

Sincerely,



Megan Keener
Assistant Director of Housing
Pittsburg Public Housing Authority



July 1, 2026

Megan Keener
City of Pittsburg (Subrecipient)

Dear Megan Keener,

Kansas Housing Resources Corporation is pleased to announce that the City of Pittsburg has been selected for a conditional award of \$106,525 in the 2026 Emergency Solutions Grant funds. Listed below is the total amount of your award for ESG program funds (street outreach, emergency shelter, homeless prevention, rapid rehousing, and/or HMIS) and administrative funds.

Program Funds	Administrative funds	Total
\$103,722	\$2,803	\$106,525

The program funds are to be subawarded to the following agencies:

- City of Pittsburg - \$81,222
- Building Health Inc - \$22,500

Please complete and submit the following forms by July 31, 2026. These documents can be electronically signed and emailed back to ESG@kshousingcorp.org.

- Budget Itemization Form – Please submit budget itemization forms from the agencies listed above
- Faith Based Certification form from the agencies listed above.
- Match Certification form – Please submit an updated match certification from the agencies listed above. The total match amount must equal the total award amount.

Please note this is a conditional award of the 2026 Emergency Solutions Grant funds. This award is dependent on Kansas Housing receiving our allocation of 2026 ESG funds. Please advise your sub-awardees of this conditional award and the relevant requirements. If you have questions or need more information, please feel free to contact me at dwallace@kshousingcorp.org.

Thank you,
Doug Wallace
Doug Wallace

BUDGET ITEMIZATION
KANSAS EMERGENCY SOLUTIONS GRANT PROGRAM
KANSAS HOUSING RESOURCES CORPORATION

Agency Name	Address
City of Pittsburg, KS	201 W 4th St 101 N Pine St Pittsburg, KS 66762

ESG FUNDS (See ESG Eligible Amount Activities.)

Street Outreach *(List standard sub items with planned expenses.)*

\$

Emergency Shelter *(List standard sub items with planned expenses.)*

\$

Homeless Prevention *(List standard sub items with planned expenses.)* \$ 40,611.00

Rental Assistance: \$14,500.00 CM Salary: \$6,600.00
Utility Assistance: \$8,300.00
Rental Arrears: \$10,000.00
Security Deposit: \$1,211.00

Rapid Re-Housing *(List standard sub items with planned expenses.)*

\$ 40,611.00

Rental Assistance: \$18,000.00
Utility Assistance: \$14,000.00
Security Deposit: \$2,011.00
CM Salary: \$6,600.00

HMIS *(List standard sub items with planned expenses.)*

\$

Administrative Costs *(List standard sub items with planned expenses)*

\$ 2,803.00

General management, training requirements, and environmental review

TOTAL APPROVED ESG EXPENSES

\$ 84,025.00

BUDGET ITEMIZATION
PAGE 2

LOCAL MATCHING FUNDS

AMOUNT

Donated Materials or Buildings

\$

Value of Lease

\$

Staff Salaries

\$ 73,930.00

Staff Salaries

Volunteer Time

\$ 6,875.00

In-kind HQS Inspector Service

Other Non-ESG Sources

\$ 3,220.00

In-kind Supplies

TOTAL MATCHING FUNDS
(Must equal Total Approved ESG Expenses.)

\$ 84,025.00

I, the undersigned, approve this Budget Itemization.

Financial Officer Responsible for ESG Account

X

Signature

Chuck Munsell

Name

620-231-4100

Telephone #

July 28, 2026

Date

Mayor, City of Pittsburgh

Title

620-232-3453

Fax #

ESG – FAITH BASED AGENCY CERTIFICATION

Name of Sub Recipient:	City of Pittsburgh
Name of Sub Award:	City of Pittsburgh

Faith-Based Activities: Does subrecipient ensure that the Sub Award does not engage in inherently religious activities as part of the programs or services funded under ESG? If the Sub Award conducted these activities, were they offered separately, in time or location, from the programs or services funded under ESG, and was participation voluntary for all program participants?	☒ ☐ ☐ Yes No N/A
---	--

Faith-Based Activities: Does subrecipient ensure that the Sub Award does not discriminate against a program participant or prospective program participant on the basis of religion or religious belief?	☒ ☐ ☐ Yes No N/A
---	--

Faith-Based Activities (Rehabilitation): Does subrecipient ensure that ESG funds will not be used for the rehabilitation of sanctuaries, chapels, or other rooms that an ESG-funded religious congregation uses as its principal place of worship?	☐ ☐ ☒ Yes No N/A
---	--

Faith-Based Activities (Rehabilitation): If a structure is used for both eligible and inherently religious activities, does the subrecipient ensure that the amount of ESG funds the Sub Award used will be limited to the costs of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG funds?	☐ ☐ ☒ Yes No N/A
---	--

Signature of Sub Recipient Official: X

Date: July 28, 2026

BUDGET ITEMIZATION
KANSAS EMERGENCY SOLUTIONS GRANT PROGRAM
KANSAS HOUSING RESOURCES CORPORATION

Agency Name	Address
Building Health, Inc	3015 North Michigan Street Pittsburg, KS 66762

ESG FUNDS (See ESG Eligible Amount Activities.)

Street Outreach *(List standard sub items with planned expenses.)*

\$ 16,500.00

These funds will support a portion of the salary for our Homeless Program Manager who focuses on providing essential services, connecting with housing or other critical services. Key activities include establishing a Homeless Certification, Conducting Coordinated Entry Assessment and entering data into HMIS, assisting with document recovery, participating in Coordinated Entry and Case Conferencing, and making referrals to appropriate programs and agencies.

Emergency Shelter *(List standard sub items with planned expenses.)*

\$ 6,000.00

BHI is poised to being constructing a HOME-ARP funded emergency shelter, which we anticipate completing in June 2027. At this time we will use these funds to pay for shelter operations, including utilities.

Homeless Prevention *(List standard sub items with planned expenses.)*

\$

Rapid Re-Housing *(List standard sub items with planned expenses.)*

\$

HMIS *(List standard sub items with planned expenses.)*

\$

Administrative Costs *(List standard sub items with planned expenses)*

\$

TOTAL APPROVED ESG EXPENSES

\$ 22,500.00

BUDGET ITEMIZATION
PAGE 2

LOCAL MATCHING FUNDS

AMOUNT

Donated Materials or Buildings

\$

Value of Lease

\$

Staff Salaries

\$ 22,500.00

A percentage of BHI's Directors salary

Volunteer Time

\$

Other Non-ESG Sources

\$

TOTAL MATCHING FUNDS
(Must equal Total Approved ESG Expenses.)

\$ 22,500.00

I, the undersigned, approve this Budget Itemization.

Financial Officer Responsible for ESG Account

X

Signature

July 28, 2026

Date

Chuck Munsell

Mayor, City of Pittsburgh

Name

Title

620-231-4100

620-232-3453

Telephone #

Fax #

ESG – FAITH BASED AGENCY CERTIFICATION

Name of Sub Recipient:	City of Pittsburg
Name of Sub Award:	Community Health Center of Southeast Kansas

Faith-Based Activities: Does subrecipient ensure that the Sub Award does not engage in inherently religious activities as part of the programs or services funded under ESG? If the Sub Award conducted these activities, were they offered separately, in time or location, from the programs or services funded under ESG, and was participation voluntary for all program participants?	☒ ☐ ☐ Yes No N/A
---	--

Faith-Based Activities: Does subrecipient ensure that the Sub Award does not discriminate against a program participant or prospective program participant on the basis of religion or religious belief?	☒ ☐ ☐ Yes No N/A
---	--

Faith-Based Activities (Rehabilitation): Does subrecipient ensure that ESG funds will not be used for the rehabilitation of sanctuaries, chapels, or other rooms that an ESG-funded religious congregation uses as its principal place of worship?	☒ ☐ ☐ Yes No N/A
---	--

Faith-Based Activities (Rehabilitation): If a structure is used for both eligible and inherently religious activities, does the subrecipient ensure that the amount of ESG funds the Sub Award used will be limited to the costs of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG funds?	☐ ☐ ☒ Yes No N/A
---	--

Signature of Sub Recipient Official: X

Date: July 28, 2026

Match Certification Form

Sub Recipient Agency: City of Pittsburg, Kansas	Sub Recipient Agency - Unique Entity ID # XNPHHQ8RAQH1	
Address: 101 N Pine St	City/State/Zip: Pittsburg, KS 66762	
Executive Director: Kim Froman	Executive Director Email: kim.froman@pittks.org	Executive Director Phone: 620-230-5550

MATCH CERTIFICATION:

- The ESG applicant completing this Match Certification has verified the eligibility of the match item(s) to which this certification relates;
- The ESG applicant has reviewed the Federal Guidelines regarding the match requirement (24 CFR 576.201 and 2 CFR 200.306);
- The ESG applicant has verified that the funds used to Match the ESG Program are not being used to match any other grant;
- The ESG applicant has / will collect valid documentation of Match for which this certification relates; and,
- The ESG applicant Executive Director has reviewed the Match documentation to which this Match Certification relates and has verified that all the representations made in this Match Certification are true and correct.

Requested Activity	Amount Requested	Amount of Match	Match Description
Street Outreach	\$16,500.00	\$16,500.00	Percentage of BHI's Director Salary
Emergency Shelter	\$6,000.00	\$6,000.00	Percentage of BHI's Director Salary
Homeless Prevention	\$40,611.00	\$73,930.00	Staff Salaries
Rapid Re Housing	\$40,611.00	\$6,875.00	In-kind HQS
HMIS			
Admin	\$2,803.00	\$3,220.00	In-kind Supplies
Total	\$106,525.00	\$106,525.00	

Signature: X

Date: July 28, 2026

Title: Mayor, City of Pittsburg



MEMO

- ☐ Overnight
☐ Regular Mail
☐ Hand Delivery
☐ Other: _____

To:	City of Pittsburg, Kansas Attn: Mr. Jay Byers
From:	Brian Coomes, PE
RE:	Change Order Number 2 <i>Reconstruction of Corporate Taxiway and City Taxilane & Rehabilitation of Connector Taxiway</i> Atkinson Municipal Airport
Date:	July 17, 2026
Project #:	023-07433

Mr. Byers,

Olsson recommends adding an item for consideration on the July 28, 2026 Regular City Commission Agenda for the review and approval of Change Order Number 2 for the Reconstruct Partial Parallel Taxiway; Reconstruct City Hangar Taxilane; Connector Taxiway Crack Repair and Surface Treatment Project at the Atkinson Municipal Airport.

The total cost of the Change Order is \$0.00. This is a zero-cost change order. The Change Order adds an additional 5 working days to the allowable construction contract time. The additional time is needed to allow the contractor to adjust their paving schedule to avoid traversing and damaging existing pavement.

Detailed supporting documentation and a description of the change are attached in the cover letter to the FAA and the Change Order Document. The FAA is currently reviewing the proposed change order for eligibility.

Olsson is happy to answer any questions associated with these items.

Kind Regards,

Brian Coomes



July 16, 2026

Ms. Andrea McKinnie
Federal Aviation Administration
Airports Division, ACE-612F, Rm 364
901 Locust
Kansas City, Missouri 64106-2325

RE: Atkinson Municipal Airport (PTS)
Pittsburg, Kansas
AIP No. 3-20-0069-025 (*Design*) / 3-20-0069-024 / 026 (*Construction*)
Proposed Change Order No. 2

Dear Ms. McKinnie:

We are submitting a change order request for an addition of 5 working days to phase 2A. This will be a zero-cost change order.

Upon approval, the formal copy of the proposed change order will be executed, and a copy will be provided to the FAA.

Justification for the change is described in the change order.

Please advise if the change order is acceptable and we will obtain signatures. If you have any questions or concerns, please call me at (620) 238-9173.

Sincerely,

A handwritten signature in blue ink that reads "Brian Coomes". The signature is written in a cursive, flowing style.

Brian Coomes, P.E.
Lead Engineer

cc: Bill Pyle, Airport Manager
Jay Byers, Deputy City Manager

CHANGE ORDER NO. 2

AIP Project No. 3-20-0069-025 (Design)
 AIP Project No. 3-20-0069-024 (Construction)
 AIP Project No. 3-20-0069-026 (Construction)

Olsson Project #023-07433

Owner: City of Pittsburg
 Attn: Jay Byers
 201 W 4th Street
 Pittsburg, KS 66762

Contractor: Emery Sapp & Sons, Inc.
 Attn: Cory Moffatt
 5350 E State Hwy AA
 Springfield, MO 65803

The above-named Contractor agrees to make the following change(s) in the plans and/or specifications for the above-designated project:

1. Description of change to be made:

Addition of 5 working days to Phase 2A.

2. Reason for ordering change:

When the contractor originally bid on the job, they had planned on being able to use the paving machine to pour all the way up to the connector taxiway, drive down it to the city hangar paving area, and pour a lane there on the same day. Since they are not allowed to travel down the connector taxiway they will have to pave the two sections on different days. The original time to pave the four lanes with the paver was two days. Breaking them up will add two additional days with two additional cure days added as well. With the crew having to hand pour the section that is adjacent to the connector taxiway instead of using the paving machine will add an extra day as well.

Approving the change order will eliminate the potential of damaging existing concrete, which would necessitate additional contract time and expense.

3. Settlement for the cost of the above change is to be made as follows:

There is no cost associated with this change order.

4. Summary of Costs

Original Contract Amount	\$2,056,701.12
Net Increase of previous Change Order #1	\$10,752.93
Net Increase of Change Order #2	<u>\$0.00</u>
 Total New Estimated Contract Costs	 \$2,067,454.05

5. This change increases contract time by 5 working days.

Recommended by:

Brian Coomes

Olsson Representative

Lead Engineer

Title

July 16

Date

, 2026

Approved by:

Paul Moody

Contractor's Authorized Representative

VP

Title

July 16

Date

, 2026

Accepted by:

Owner's Authorized Representative

Title

Date

, 2026

NOTE: This change order is not effective until approved in writing by FAA for federal projects.
Distribution: Sponsor, Contractor, FAA, Engineer

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK		VOID CHECK	V	7/09/2026		199982	
	C-CHECK		VOID CHECK	V	7/09/2026		199988	
	C-CHECK		VOID CHECK	V	7/09/2026		199989	
	C-CHECK		VOID CHECK	V	7/09/2026		199990	
	C-CHECK		VOID CHECK	V	7/09/2026		199991	
	C-CHECK		VOID CHECK	V	7/09/2026		199992	
	C-CHECK		VOID CHECK	V	7/09/2026		199993	
	C-CHECK		VOID CHECK	V	7/09/2026		199994	
	C-CHECK		VOID CHECK	V	7/09/2026		199995	
	C-CHECK		VOID CHECK	V	7/09/2026		199996	
1			HARRIS, JOHN	UNPOST				
1			HARRIS, JOHN	UNPOST				
	C-CHECK		HARRIS, JOHN	UNPOST	V	7/09/2026	200002	50.00CR
1			HARRIS, JOHN	UNPOST				
1			HARRIS, JOHN	UNPOST				
	M-CHECK		HARRIS, JOHN	UNPOST	V	7/10/2026	200002	
1616			CITY OF PITTSBURG					
1616			CITY OF PITTSBURG					
	C-CHECK		CITY OF PITTSBURG	VOIDED	V	7/15/2026	200025	10,000,000.00CR
	C-CHECK		VOID CHECK	V	7/16/2026		200031	
	C-CHECK		VOID CHECK	V	7/16/2026		200032	

* * 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	10,000,050.00CR	10,000,050.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	14	10,000,050.00CR	0.00	0.00
BANK: * TOTALS:	14	10,000,050.00CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7290	DELTA DENTAL OF KANSAS INC	D	7/10/2026			000000		2,231.13
8526	HEALTH PLANS, INC	D	7/10/2026			000000		45,476.92
1478	KANSASLAND TIRE #1828	E	7/10/2026			030334		1,747.64
6524	ELLIOTT EQUIPMENT COMPANY	E	7/10/2026			030335		566.05
7392	ASSURECO RISK MANAGEMENT & REG	E	7/10/2026			030336		350.00
8205	MRI SOFTWARE LLC	E	7/10/2026			030337		1,211.16
8236	NORTHGATE ASSOCIATES LLC	E	7/10/2026			030338		48,895.66
8699	SCHILTZ LAWN AND GARDEN LLC	E	7/10/2026			030339		50.00
8708	NOTCH 8, LLC	E	7/10/2026			030340		21,691.49
8737	EK ENTERPRISE	E	7/10/2026			030341		456.00
8882	FIRST RESPONDER OUTFITTERS, IN	E	7/10/2026			030342		1,155.78
8992	MIDWEST MOTOR SUPPLY CO. INC.,	E	7/10/2026			030343		35.07
9038	MINNESOTA ELEVATOR INC	E	7/10/2026			030344		6,751.68
9098	BECKER, PAIGE	E	7/10/2026			030345		11.00
9126	ROSEWICK HOMES, LLC	E	7/10/2026			030346		700.00
9218	CLEFFMAN CONSORTIUM	E	7/10/2026			030347		28.00
9239	COOPER, SABRAE	E	7/10/2026			030348		5.00
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	7/10/2026			030349		1,820.00
0046	ETTINGERS OFFICE SUPPLY	E	7/10/2026			030350		19.55
0054	JOPLIN SUPPLY COMPANY	E	7/10/2026			030351		1,153.00
0055	JOHN'S SPORT CENTER, INC.	E	7/10/2026			030352		549.77
0101	BUG-A-WAY INC	E	7/10/2026			030353		160.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0112	MARRONES INC	E	7/10/2026			030354		131.55
0133	JIM RADELL CONSTRUCTION COMPAN	E	7/10/2026			030355		8,311.07
0199	KIRKLAND WELDING SUPPLIES	E	7/10/2026			030356		122.00
0276	JOE SMITH COMPANY, INC.	E	7/10/2026			030357		1,666.95
0328	KANSAS ONE-CALL SYSTEM, INC	E	7/10/2026			030358		359.10
0335	CUSTOM AWARDS, LLC	E	7/10/2026			030359		126.00
0340	HOMER COLE COMM CTR	E	7/10/2026			030360		11,000.00
0438	PAUL KEYS	E	7/10/2026			030361		150.00
0534	TYLER TECHNOLOGIES INC	E	7/10/2026			030362		23,854.95
0659	PAYNES INC	E	7/10/2026			030363		1,649.80
0746	CDL ELECTRIC COMPANY INC	E	7/10/2026			030364		3,743.57
0753	COUNTY OF CRAWFORD	E	7/10/2026			030365		75,000.00
0969	SOUTHEAST KANSAS COMMUNITY ACT	E	7/10/2026			030366		33,000.00
2707	THE LAWNSCAPE COMPANY, INC.	E	7/10/2026			030367		503.75
2921	DATAPROSE LLC	E	7/10/2026			030368		6,659.42
2960	PACE ANALYTICAL SERVICES LLC	E	7/10/2026			030369		3,008.00
2994	COMMERCIAL AQUATIC SERVICE INC	E	7/10/2026			030370		1,051.21
3126	W.W. GRAINGER, INC	E	7/10/2026			030371		6.90
4307	HENRY KRAFT, INC.	E	7/10/2026			030372		372.34
4956	YAMAHA COMMERCIAL FINANCE, U.S	E	7/10/2026			030373		40,375.00
5275	US LIME COMPANY-ST CLAIR	E	7/10/2026			030374		7,133.90
5420	AQUIONICS INC	E	7/10/2026			030375		5,127.29

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5519	TOTAL ELECTRONICS CONTRACTING	E	7/10/2026			030376		3,315.88
6175	HENRY C MENGHINI	E	7/10/2026			030377		210.00
6389	PROFESSIONAL TURF PRODUCTS LP	E	7/10/2026			030378		2,548.38
6936	HAWKINS INC	E	7/10/2026			030379		13,415.24
7407	LIMELIGHT MARKETING LLC	E	7/10/2026			030380		19,910.00
7480	RODGER PETRAIT	E	7/10/2026			030381		100.00
7565	HARBIN FISH & BAIT FARM	E	7/10/2026			030382		1,000.00
7749	CHARLIE PHILLIPS	E	7/10/2026			030383		345.00
7763	ROSAMARY A GILLIGAN	E	7/10/2026			030384		12.00
7793	QUEENB TELEVISION OF KANSAS/MI	E	7/10/2026			030385		1,500.00
7852	TRIA HEALTH, LLC	E	7/10/2026			030386		2,042.55
7940	JOHN D BOZICH	E	7/10/2026			030387		13.00
8103	ANDY ROBERTS	E	7/10/2026			030388		65.00
8132	MIKE CARPINO FORD PITTSBURG IN	E	7/10/2026			030389		93.80
8200	PLUNKETT'S PEST CONTROL INC	E	7/10/2026			030390		931.52
8457	PENSKE COMMERCIAL VEHICLES US,	E	7/10/2026			030391		907.49
8554	LACEY O'BRIEN	E	7/10/2026			030392		807.08
8732	BRANDON SPEAR	E	7/10/2026			030393		50.00
8830	SHANHOLTZER TRANSPORTATION LLC	E	7/10/2026			030394		875.00
8879	DEREK MCNAUGHT	E	7/10/2026			030395		250.00
9223	PRICE, SUPAKSORN	E	7/10/2026			030396		35.00
9243	MEIN, CODY	E	7/10/2026			030397		1,400.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9251	MEIN, HALLE P	E	7/10/2026			030398		5.00
9254	SCHROEDER, CHARLYN	E	7/10/2026			030399		23.00
1478	KANSASLAND TIRE #1828	E	7/17/2026			030400		1,705.77
6495	CIVICPLUS, LLC	E	7/17/2026			030401		1,919.99
8275	ADCOMP SYSYEMS INC	E	7/17/2026			030402		80.00
8467	WASTE CORPORATION OF KANSAS, L	E	7/17/2026			030403		15,456.61
8712	ALLEN, GIBBS, & HOULIK, LLC	E	7/17/2026			030404		18,022.50
8799	5 STAR TRANSFERS, LLC DBA FIRS	E	7/17/2026			030405		381.00
8842	CARDS KS LLC	E	7/17/2026			030406		279.56
8882	FIRST RESPONDER OUTFITTERS, IN	E	7/17/2026			030407		587.93
9085	KW BROCK DIRECTORIES INC	E	7/17/2026			030408		1,290.60
9197	SWINDOLL, JANZEN, HAWK & LLOYD	E	7/17/2026			030409		35,400.00
9240	WILSON RISK PARTNERS, INC.	E	7/17/2026			030410		45,109.00
0046	ETTINGERS OFFICE SUPPLY	E	7/17/2026			030411		315.53
0054	JOPLIN SUPPLY COMPANY	E	7/17/2026			030412		3,821.69
0055	JOHN'S SPORT CENTER, INC.	E	7/17/2026			030413		576.95
0101	BUG-A-WAY INC	E	7/17/2026			030414		30.00
0112	MARRONES INC	E	7/17/2026			030415		203.51
0133	JIM RADELL CONSTRUCTION COMPAN	E	7/17/2026			030416		7,532.39
0276	JOE SMITH COMPANY, INC.	E	7/17/2026			030417		745.46
0292	UNIFIRST CORPORATION	E	7/17/2026			030418		110.32
0317	KUNSHEK CHAT & COAL CO, INC.	E	7/17/2026			030419		2,929.24

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0409	WISEMAN'S DISCOUNT TIRE INC	E	7/17/2026			030420		92.95
0438	PAUL KEYS	E	7/17/2026			030421		170.00
0577	KANSAS GAS SERVICE	E	7/17/2026			030422		559.79
0711	HAYNES EQUIPMENT CO INC	E	7/17/2026			030423		3,024.00
0746	CDL ELECTRIC COMPANY INC	E	7/17/2026			030424		100.08
0823	TOUCHTON ELECTRIC INC	E	7/17/2026			030425		79.00
2005	GALLS PARENT HOLDINGS, LLC	E	7/17/2026			030426		125.75
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	7/17/2026			030427		3,173.15
2841	KDHE	E	7/17/2026			030428		2,076.00
2960	PACE ANALYTICAL SERVICES LLC	E	7/17/2026			030429		1,215.00
4262	KDHE SRF	E	7/17/2026			030430		17,682.28
5014	MID-AMERICA SANITATION INC.	E	7/17/2026			030431		1,085.00
5931	VOGEL HEATING & COOLING INC	E	7/17/2026			030432		83.00
6103	ED MCCULLOUGH	E	7/17/2026			030433		115.00
6402	BEAN'S TOWING & AUTO BODY	E	7/17/2026			030434		1,906.44
6595	AMAZON.COM, INC	E	7/17/2026			030435		40,122.00
6846	GREENWAY ELECTRIC, INC.	E	7/17/2026			030436		4,944.20
7023	BLEVINS ASPHALT CONSTRUCTION C	E	7/17/2026			030437		919.41
7167	QUADIENT LEASING USA INC	E	7/17/2026			030438		216.24
7480	RODGER PETRAIT	E	7/17/2026			030439		100.00
7655	HW ACQUISITIONS, PA	E	7/17/2026			030440		682.49
7739	SPARKWHEEL, INC.	E	7/17/2026			030441		20,400.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7963	PLAYSCAPE RECREATION	E	7/17/2026			030442		1,280.00
8605	WOODRIVER ENERGY LLC	E	7/17/2026			030443		41.20
8732	BRANDON SPEAR	E	7/17/2026			030444		50.00
8830	SHANHOLTZER TRANSPORTATION LLC	E	7/17/2026			030445		2,562.50
9182	CEE KAY SUPPLY, INC	E	7/17/2026			030446		4,698.92
9211	BELTRAN III, DANIEL	E	7/17/2026			030447		125.00
8879	DEREK MCNAUGHT	E	7/17/2026			030448		175.00
0516	AMERICAN CONCRETE CO INC	R	7/09/2026			199971		8,307.25
8475	AMERICAN LAWN & LANDSCAPE, INC	R	7/09/2026			199972		550.00
1	BEITZINGER, SHERRI	R	7/09/2026			199973		100.00
5966	BERRY COMPANIES, INC.	R	7/09/2026			199974		1,302.25
8755	CAROL GOOD	R	7/09/2026			199975		93.00
8201	ROGER CLEVELAND GOLF COMPANY I	R	7/09/2026			199976		365.67
5759	COMMUNITY HEALTH CENTER OF SEK	R	7/09/2026			199977		25,000.00
4263	COX COMMUNICATIONS KANSAS LLC	R	7/09/2026			199978		78.21
4263	COX COMMUNICATIONS KANSAS LLC	R	7/09/2026			199979		62.98
1	CR CO NOXIOUS WEED DEPT	R	7/09/2026			199980		520.00
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	7/09/2026			199981		2,389.94
9072	CRYSTAL L THOMPSON	R	7/09/2026			199983		320.00
0375	WICHITA WATER CONDITIONING	R	7/09/2026			199984		52.50
7629	EARLES ENGINEERING & INSPECTIO	R	7/09/2026			199985		22,031.85
7493	EMERY SAPP & SONS INC	R	7/09/2026			199986		9,287.68

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8791	ENTERPRISE FM TRUST	R	7/09/2026			199987		97,469.98
1	EVANS, MARK	R	7/09/2026			199997		100.00
1108	EVERGY KANSAS CENTRAL INC	R	7/09/2026			199998		31,887.10
0118	FED EX	R	7/09/2026			199999		10.68
1	GONZALES, SHERRY	R	7/09/2026			200000		100.00
8935	CURTISS E & KRIS HEMBY	R	7/09/2026			200001		587.95
1	HARRIS, JOHN	V	7/09/2026			200002		50.00
1	HARRIS, JOHN	UNPOST						
1	HARRIS, JOHN	UNPOST						
M-CHECK	HARRIS, JOHN	UNPOST	V	7/10/2026		200002		50.00CR
7680	IMA, INC.	R	7/09/2026			200003		9,375.00
1704	AMERICAN MEDIA INVESTMENTS	R	7/09/2026			200004		250.00
7945	LUCKY-BUT LAWN CARE, LLC	R	7/09/2026			200005		2,366.54
8505	PITTSBURG PUBLISHING COMPANY,	R	7/09/2026			200006		36.92
8507	PITTSBURG PUBLISHING COMPANY,	R	7/09/2026			200007		60.00
6942	MULBERRY LIMESTONE QUARRY	R	7/09/2026			200008		350.40
8945	MURPHY GENERATIONS FARM	R	7/09/2026			200009		27.00
1	NELSON, LYNDIA	R	7/09/2026			200010		350.00
1	PANNELL, BETH	R	7/09/2026			200011		100.00
1	PLASCENCIA, YVONNE	R	7/09/2026			200012		350.00
0175	REGISTER OF DEEDS	R	7/09/2026			200013		21.00
0175	REGISTER OF DEEDS	R	7/09/2026			200014		21.00
0175	REGISTER OF DEEDS	R	7/09/2026			200015		21.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0175	REGISTER OF DEEDS	R	7/09/2026			200016		21.00
0175	REGISTER OF DEEDS	R	7/09/2026			200017		21.00
0175	REGISTER OF DEEDS	R	7/09/2026			200018		21.00
9226	ROBSON, TARA	R	7/09/2026			200019		3.00
9255	T-MOBILE USA INC.	R	7/09/2026			200020		115.00
7442	UNIFIED SCHOOL DISTRICT #250-C	R	7/09/2026			200021		7.00
8657	VERIZON CONNECT FLEET USA LLC	R	7/09/2026			200022		1,457.52
9253	WH FARM CAFE LLC	R	7/09/2026			200023		544.00
1	HARRIS, JAMES	R	7/10/2026			200024		50.00
1616	CITY OF PITTSBURG	V	7/15/2026			200025		10,000,000.00
1616	CITY OF PITTSBURG							
1616	CITY OF PITTSBURG							
M-CHECK	CITY OF PITTSBURG	VOIDED	V	7/15/2026		200025		10,000,000.00CR
1616	CITY OF PITTSBURG	R	7/15/2026			200026		5,000,000.00
1616	CITY OF PITTSBURG	R	7/15/2026			200027		5,000,000.00
0516	AMERICAN CONCRETE CO INC	R	7/16/2026			200028		953.50
5966	BERRY COMPANIES, INC.	R	7/16/2026			200029		19.45
7657	COPY PRODUCTS, INC.	R	7/16/2026			200030		1,373.00
4263	COX COMMUNICATIONS KANSAS LLC	R	7/16/2026			200033		96.54
4263	COX COMMUNICATIONS KANSAS LLC	R	7/16/2026			200034		709.22
4263	COX COMMUNICATIONS KANSAS LLC	R	7/16/2026			200035		461.55
4263	COX COMMUNICATIONS KANSAS LLC	R	7/16/2026			200036		78.21
0497	CRAWFORD COUNTY DISTRICT COURT	R	7/16/2026			200037		36.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9097	CROSSLAND HEAVY CONTRACTORS, I	R	7/16/2026			200038		2,118,802.73
9072	CRYSTAL L THOMPSON	R	7/16/2026			200039		385.00
0375	WICHITA WATER CONDITIONING	R	7/16/2026			200040		45.00
7629	EARLES ENGINEERING & INSPECTIO	R	7/16/2026			200041		113,132.74
7493	EMERY SAPP & SONS INC	R	7/16/2026			200042		10,692.48
8430	EQUIPMENTSHARE.COM, INC	R	7/16/2026			200043		767.00
1108	EVERGY KANSAS CENTRAL INC	R	7/16/2026			200044		3,393.62
0118	FED EX	R	7/16/2026			200045		10.68
6620	FLEET PRIDE INC	R	7/16/2026			200046		60.99
8966	TIMOTHY FOXWELL	R	7/16/2026			200047		6,300.00
6809	RICHARD GILMORE	R	7/16/2026			200048		307.30
7792	KANREN, INC	R	7/16/2026			200049		3,480.00
1070	KANSAS ATTORNEY GENERAL	R	7/16/2026			200050		375.00
8505	PITTSBURG PUBLISHING COMPANY,	R	7/16/2026			200051		18.46
1	OWEN, SHAWN DUSTAN	R	7/16/2026			200052		1,000.00
1	POMMERT, ROB	R	7/16/2026			200053		50.00
0175	REGISTER OF DEEDS	R	7/16/2026			200054		20.00
0175	REGISTER OF DEEDS	R	7/16/2026			200055		20.00
0175	REGISTER OF DEEDS	R	7/16/2026			200056		20.00
5589	CELLCO PARTNERSHIP	R	7/16/2026			200057		369.60
9165	WILSON BUILDERS INC	R	7/16/2026			200058		13,866.06

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	74	22,493,079.55	0.00	12,493,029.55
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	47,708.05	0.00	47,708.05
EFT:	115	604,867.04	0.00	604,867.04
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2 VOID DEBITS	0.00		
	VOID CREDITS	10,000,050.00CR	10,000,050.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144 TOTALS:	193	13,145,604.64	0.00	13,145,604.64
BANK: 80144 TOTALS:	193	13,145,604.64	0.00	13,145,604.64
REPORT TOTALS:	193	13,145,604.64	0.00	13,145,604.64



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: July 6, 2026

SUBJECT: July 28, 2026 Agenda Item
Hite Law, LLC request

Kaylyn Hite, representing Hite Law, LLC, has recently purchased the property at 919 North Broadway and has proposed a significant renovation. The property was originally built in the 1930s as a five-room motel but has most recently been the home of Don the Phone Guy, Corner Patio and two Airbnbs. These tenants will stay, while Hite focuses on renovating the other three units that will become the new home of her private law practice, Hite Law, LLC.

Hite is anticipating approximately \$150,000 in improvements, along with the purchase price of \$250,000, for a total project value of \$400,000.

Hite Law, LLC, requested a 10% reimbursement on their expenses. The Economic Development Advisory Committee (EDAC) considered this request at its July 1, 2026, meeting and voted unanimously to recommend reimbursing Hite Law, LLC, an amount equal to 10% of the project's cost, with the City's commitment not to exceed \$40,000.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 28, 2026. Action being requested is approval or denial of the EDAC recommendation to allocate up to \$40,000 from the Revolving Loan Fund to support the request from Hite Law, LLC.

Blake Benson

From: City of Pittsburg <website.internal@pittks.org>
Sent: Tuesday, June 23, 2026 1:42 PM
To: Blake Benson; bbenson710@yahoo.com
Subject: New Application for RLF Submitted

General Information

1. Name of Applicant Firm

Hite Law, LLC

2. Date of Request

06/23/2026

Contact Information

3. Firm Address

919 N Broadway
Pittsburg, Kansas 66762
United States
[Map It](#)

Firm Phone Number

(620) 249-8517

Email Address

kaylyn@hite-law.com

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

Kaylyn Hite & Shawn Seematter
Hite Law, LLC
1010 Village Drive
Pittsburg KS 66762
620-249-8517
kaylyn@hite-law.com

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

Hite Law, LLC

Project Details

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

Building Purchase Price \$325,000 (not requesting funds for corner patio so consider purchase price total: \$250,000)
Bids received estimated to cost \$150,000
Sheetrock
insulation
Mud & Tape
Plumbing
Electric & Lighting
HVAC
Flooring
Interior Paint
labor and contractor fees

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

40,000

8. Address of proposed project

919 N Broadway
Pittsburg, KS 66762
[Map It](#)

9. Estimated project completion date

08/28/2026

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

Law office for myself, secretary or paralegal. Hopefully a future law student or new lawyer.
40,000-200,000.

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

Self

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

Remodel finish out. Three remaining units that need fully finished. 2 units will be my law office, remaining will be storage with a bathroom that will have potential to be an Airbnb or office in the future.

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

Currently getting quotes

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

Kaylyn Hite
Hite Law, LLC

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made and entered into this 28th day of July, 2026, (“Effective Date”) between CITY OF PITTSBURG, KANSAS, a city organized under the laws of the State of Kansas (“Seller”) and EAGLEPICHER TECHNOLOGIES, LLC, a Delaware limited liability company (“Buyer”).

WITNESSETH:

WHEREAS, Seller is the owner of certain real property located in the City of Pittsburg, Kansas consisting of 2.56 acres of land, as more fully described in Exhibit A (the “Land”), attached hereto and made a part hereof, together with all improvements thereon (the “Improvements”); and

WHEREAS, all of Seller’s right, title, and interest in and to the Land and the Improvements, together with all of Seller’s right, title, and interest in and to all licenses and permits used or located upon the Land and Improvements, and all easements appurtenant to the Land, including, but not limited to, privileges or rights-of-way over adjoining premises inuring to the benefit of the Land or to the fee owner thereof, and together with all rights of use, servitudes, licenses, tenements, hereditaments, and appurtenances now or hereafter belonging to the foregoing are hereinafter collectively referred to as the “Project”; and

WHEREAS, Seller desires to sell the Project to the Buyer and Buyer desires to purchase the Project from Seller all upon the terms and subject to the conditions herein set forth.

NOW THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth, it is hereby agreed:

1. **Agreement to Sell.** Seller hereby agrees to sell the Project to Buyer and Buyer hereby agrees to purchase the Project from Seller in accordance with the terms and subject to conditions hereinafter set forth.
2. **Purchase Price and Payment Thereof.** The purchase price for the Project is \$8,775,305.50, against which Buyer will be receiving a credit in the amount of \$875,305.50 with respect to rent pre-paid by Buyer (the “Purchase Price”).

At the Closing the Buyer shall deliver to the Seller, through Chicago Title Insurance Company (the “Title Company”) the balance of the Purchase Price, less any adjustments provided for herein, by certified or cashier’s check or by wire transfer.

3. **Title and Deed; Survey and Closing Costs.**
 - a. At Closing, Seller shall deliver the Deed to Buyer conveying good and marketable fee simple title to the Project, free and clear of all liens and encumbrances and leases, except for highway, street, and utility easements of record and any restrictions, zoning laws, or ordinance affecting the Project which are of record.

- b. Prior to the date hereof, a commitment to issue an owner's policy of title insurance insuring title to the Land in the amount of \$7,900,000.00 has been furnished to the Buyer (the "Commitment"). Such commitment was issued by the Title Company and insured Seller's title to the Land to be in the condition called for in this Agreement, which commitment provided that an owner's policy of title insurance shall be issued forthwith in favor of Buyer after the Deed from Seller to Buyer shall be placed of record.
 - c. If the Title Company notifies the parties of any additional exceptions to the Commitment, Buyer shall have two (2) business days from the date of delivery of any such title supplement within which to object to the same by written notice to Seller. If there is an objection, Seller shall, within a reasonable time, furnish a new or amended title insurance commitment or other document satisfying the objection; but if such objections cannot be satisfied on or before 30 days after such objection is made, Buyer may: (i) accept the title and credit against the Purchase Price the actual cost incurred by Buyer to cure such defect or (ii) terminate this Agreement, in which event the neither Seller nor Buyer shall have any further duties or obligations under this Agreement, except as provided under Section 4 hereof. Notwithstanding anything in Section 3 to the contrary, Seller shall be required to cause to be released, satisfied, and removed of record as of the Closing Date: (i) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Project, including, without limitation, mechanics' liens, tax liens and real estate taxes, water rates, and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing Date (collectively, the "Voluntary Liens") or (ii) any matters shown in the commitment which would not constitute Voluntary Liens, but which can be removed by the payment of a liquidated sum of money (collectively, "Monetary Liens"; and, together with the Voluntary Liens, the "Mandatory Title Removal Items") provided that Mandatory Title Removal Items shall not include any mechanic's liens, charges, claims, or debts arising from or related to Buyer's inspections, tests, surveys and other reasonable examinations of the Project pursuant to Section 4 hereunder. Notwithstanding anything to the contrary contained herein, Buyer shall have no need to object to any Mandatory Title Removal Item, which Mandatory Title Removal Items shall be automatically deemed title objections pursuant to this Section 3.
 - d. Seller shall pay the cost of the title commitment and the cost of the title policy (in the face amount of \$7,900,000.00). Buyer and Seller shall each pay one-half of the remaining related abstracting costs and closing fees of the Title Company at Closing. Buyer shall pay the cost to record the Deed and Seller shall pay any costs to remove encumbrances in accordance with Section 3.
4. **Access to Project; Indemnification.** At all reasonable times from and after the date of execution of this Agreement until the Closing Date (as defined below), Seller shall afford Buyer and its representatives full and free access to the Project, including, but not limited to, the right to conduct, at Buyer's expense, all such inspections, tests, surveys, and other

reasonable examinations Buyer deems necessary. Buyer shall provide notice to Seller of each entry onto the Project by Buyer or its representatives prior to the Closing Date. If Buyer or any of its representatives enter upon the Project or adjacent land pursuant to the terms hereof, Buyer shall promptly notify Seller of any act or omission which Buyer or its representatives knows or reasonably should know has resulted or will result in damage to any person or property, and Buyer agrees to indemnify and hold Seller harmless from all damage caused any person, property, or the Project as a result of such entry and the acts or omissions of Buyer or its representatives, except to the extent such damages are caused by or result from: (a) any acts or omissions of Seller or any of its representatives; (b) Seller's or Seller's representatives' negligence or recklessness; and/or (c) any pre-existing, dangerous, illegal or defective condition at the Project. Buyer's indemnification obligations under this Section 4 shall survive for a period of two (2) years following the earlier of the Closing or termination of this Agreement.

5. **Environmental Matters and Other Contingencies.** In the event Buyer's inspection of the Project reveals a liability or a recognized environmental condition that results or may result in liability under applicable federal, state, or local environmental statutes, regulations or ordinances ("Environmental Laws") including but not limited to the presence of substance or conditions in or on the Project which might support a cause of action under such Environmental Laws, the Buyer shall have the right on or before the Closing Date to terminate this Agreement, in which case neither the Buyer nor Seller shall have any further duties or obligations under this Agreement, except as provided under Section 4 hereof. This right to terminate must be exercised by Buyer by written notice to Seller on or before the Closing Date.
6. **Survey.** Between the date of execution of this Agreement and the Closing Date, Buyer shall have the right, at Buyer's expense, to have a survey of the Project prepared by a licensed surveyor or engineer. The survey shall be sufficient for removal of the standard survey exception from the policy of title insurance to be issued pursuant to the title commitment. In the event Buyer does not have such a survey conducted or if a survey is taken and does not result in removal of the standard survey exception from the title insurance policy, Buyer hereby waives all objections to the retention of said standard survey exception. In the event Buyer obtains a survey, after delivery of said survey, Buyer shall have ten (10) business days in which to examine said survey and notify Seller in writing of any objections to the survey. If there is an objection, Seller shall, within a reasonable time, furnish any applicable documentation document satisfying the objection; but if such objections cannot be satisfied on or before 30 days after such objection is made, Buyer may: (i) accept the survey and credit against the Purchase Price the actual cost incurred by Buyer to cure such defect or (ii) terminate this Agreement, in which event neither Seller nor Buyer shall have any further duties or obligations under this Agreement, except as provided under Section 4 hereof.
7. **Sellers Representations and Warranties.** Seller hereby agrees and represents and warrants to Buyer as follows:
 - a. Seller is a city organized under the laws of the State of Kansas and has the full power and authority, corporate and otherwise, to sell and transfer the Project. Seller

is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, or any regulations promulgated thereunder.

- b. There have been no improvements made on the Project in the past six (6) months which might be the basis for mechanic’s or materialman’s liens which are not now filed of record nor any improvements for which special tax bills may be issued which do not now appear on record. Seller agrees to hold Buyer harmless for all cost, expense, liability, loss, and charges arising from or relating to any such lien or any similar lien claimed against the Project and arising from work performed or commenced prior to the Closing Date for and on behalf of the Seller.
- c. Seller has not received any notices of and has no knowledge of any existing facts or conditions which may result in the issuance of any violations of any building, zoning, safety, fire, environmental, health, or other codes, laws, ordinances or regulations with respect to the Project.
- d. Seller has not received notice of and has no knowledge of any existing, pending, or threatened litigation or condemnation proceedings or other court, administrative or extra-judicial proceedings with respect to or affecting the Project or any part thereof.
- e. The Project is not subject to any contracts, agreements or leases that will not be terminated (with no remaining liability) on or before the Closing Date.

f. Disclaimer

- i. **The above warranties are made expressly in lieu of all other warranties, express or implied. Buyer acknowledges that, except as expressly set forth in this Agreement, no warranties of merchantability or fitness for a particular purpose are to be implied in this transaction. Buyer acknowledges that it is not relying on Seller’s skill or judgment to select or furnish real property or assets for any particular purpose.**
- ii. **Except as expressly set forth in this Agreement, the Project being sold to the Buyer hereunder is “AS IS” and WHERE IS,” without any warranties, express or implied.**

8. **Buyer’s Representations and Warranties.** Buyer agrees and represents and warrants to the Seller as follows: The Buyer has authority to execute this Agreement and to consummate the transactions contemplated hereby.

9. **Taxes.** Pursuant to Sections 4.2 and 4.6 of the Lease, (a) Buyer shall remain responsible for real property taxes and installments of assessments, special or otherwise and (b) Seller shall remain responsible for any federal, state or local income taxes and any franchise, gift, transfer, excise, capital stock, estate, succession or inheritance taxes imposed on Seller or the Project.

10. **Conditions.**

- a. Buyer's obligation to consummate the purchase of the Project is expressly conditioned upon the following, each of which constitutes a condition precedent to Buyer's obligation whereunder which, if not performed or determined to be acceptable to Buyer on or before the Closing Date (unless a different time for performance is expressly provided herein) shall permit Buyer at its sole option to terminate this Agreement by written notice to Seller at any time on or before the Closing Date and neither Buyer nor Seller shall have any further duties or obligations under this Agreement, except as provided under Section 4 above.
 - i. Seller shall have on the Closing Date marketable and insurable title to the Project as called for herein.
 - ii. Seller shall have complied with and performed all covenants, agreements, and conditions on its part to be performed under this Agreement within the time herein provided for such performance.
 - iii. Seller's representations, warranties, and agreements contained herein are and shall be true and correct as of the date hereof and of the Closing Date in all material respects.
 - iv. Seller's completion of all construction pursuant to the terms of the Lease, including the Work Letter attached thereto as Exhibit B (the "Work Letter"). Seller shall have achieved and provided written notice to Buyer that the Demised Premises are Substantially Completed (as such terms are defined in the Work Letter) and Seller shall have completed, repaired or corrected all Punch List Items in accordance with Section 11 of the Work Letter and complied with Seller's obligations pursuant to Section 11(d) of the Work Letter.
- b. Seller's obligation to consummate the sale of the Project is expressly conditioned upon the following, each of which constitutes a condition precedent to Seller's obligation hereunder which, if not performed or determined to be acceptable to Seller on or before the Closing Date (unless a different time for performance is expressly provided herein) shall permit Seller at its sole option to terminate this Agreement by written notice thereof to Buyer at any time on or before the Closing Date in which event neither Buyer nor Seller shall have any further duties or obligations under this Agreement, except as set forth in Section 4 above.
 - i. Buyer shall have complied with and performed all covenants, agreements, and conditions on its part to be performed under this Agreement within the time herein provided for such performance.
 - ii. Buyer's representations, warranties, and agreements contained herein are and shall be true and correct as of the date hereof and as of the Closing Date in all material respects.

11. Closing.

- a. "Closing" is to be construed to mean the simultaneous transfer of the Project for the Purchase Price described herein.
- b. The Closing shall take place on or before July 31, 2026 at a mutually agreed time (the "Closing Date"); provided, however, the Closing Date may be extended upon mutual written agreement of the parties hereunder. The Closing will take place through an escrow closing with the Title Company.
- c. At the Closing, Seller shall deliver or cause to be delivered to Buyer the following:
 - i. The Municipal Warranty Deed conveying title to the Project, in the form attached hereto as Exhibit B (the "Deed").
 - ii. Such other documents and instruments as may be required by the Title Company or as in the reasonable opinion of counsel for Buyer may reasonably be necessary or desirable to effectuate the transaction provided for in this Agreement, including, without limitation, an owner's affidavit.
 - iii. All of the instruments and documents to be furnished by Seller at the Closing shall be in a form reasonably satisfactory to counsel for Buyer.
- d. At the Closing Buyer shall deliver to Seller:
 - i. Cash and/or certified or cashier's check(s) and/or wire transferring immediately available funds totaling the balance of the above stated Purchase Price less any adjustments provided for herein.
 - ii. All of the instruments and documents to be furnished by Buyer at the Closing shall be in a form reasonably satisfactory to counsel for Seller.

12. Termination of Lease Agreement and Development and Funding Agreement.

- a. Effective as of the Closing Date, that certain Development and Funding Agreement, dated as of February 11, 2025, by and between the Seller and Buyer (the "Development Agreement") and that certain Lease Agreement dated as of September 9, 2025, by and between the Seller and Buyer (the "Lease") shall be automatically terminated and of no further force or effect, and neither Seller nor Buyer shall have any further rights, duties, obligations, liabilities or responsibilities thereunder, whether arising before or after the Closing Date, except for any obligations that are expressly stated therein to survive termination (if any).
- b. Seller and Buyer acknowledge that Tuthill Corporation executed that certain Guaranty dated as of February 11, 2025 in favor of the Seller (the "Guaranty") in connection with the Development Agreement and the Lease. Effective as of the Closing Date, the Guaranty shall be automatically terminated and of no further force or effect. Seller and Buyer, and their respective successors and assigns, hereby irrevocably release, waive and forever discharge Tuthill Corporation and its affiliates, shareholders, officers, directors, members, managers and representatives

from any and all claims, demands, causes of action, losses, liabilities or obligations of any kind, whether known or unknown, arising out of or relating to the Guaranty, the Development Agreement, the Lease or the transactions contemplated thereby.

- c. The provisions of this Section shall survive the Closing and delivery of the Deed.

13. **Default.**

- a. A party shall be in default hereunder in the event it fails to cure a breach of any of its representations, covenants, or agreements, set forth herein within five (5) days after receipt of written notice of such breach from the other party.
- b. In the event this transaction shall not be consummated by reason of default by Buyer, Seller shall have the right by written notice delivered to Buyer at or prior to the Closing Date to refuse to consummate the transaction contemplated hereunder and Seller and Buyer shall not have further or other liability hereunder, save and except that provided under Section 4 hereof.
- c. In the event this transaction shall not be consummated by reason of default by Seller, Buyer shall have the right to (i) obtain specific performance of the terms and conditions hereof, or (ii) terminate this Agreement by written notice delivered to Seller at or prior to the Closing Date in which event Buyer and Seller shall have no further or other liability hereunder, except that provided in Section 4 hereof.

14. **Assignment.** Neither party may assign all or any portion of its rights, title, or interests under this Agreement unless such assignment is approved in advance in writing by the other party. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement and all rights hereunder to an Affiliate without the written consent of Seller, provided that: (a) such assignee shall assume in writing all the obligations of Buyer hereunder; (b) such assignee is creditworthy and capable of fulfilling the objections set forth in this Agreement to the satisfaction of Seller; and (c) Buyer shall not be released from its obligations under this Agreement and shall remain jointly and severally liable with such assignee for the performance of all terms, conditions and covenants herein. For the purposes of this Agreement, "Affiliate" of Buyer means any entity that is in control of, is controlled by, or is under common control with Buyer.

15. **Liability Indemnification.**

- a. Buyer does not and shall not assume any liability for any claims arising out of any occurrence prior to the Closing Date with respect to the Project except for Buyer's responsibility under Section 4 hereof.
- b. From and after the Closing Date Seller hereby agrees to indemnify and hold Buyer and Buyer's officers, directors, employees, affiliates, agents and their respective successors and permitted assigns harmless from and against any and all claims, penalties, liabilities, actions, cause of action, cost, and expenses (including reasonable, out-of-pocket attorney's fees) arising out of or as a result of or as a consequence of:

- i. Any property damage or injuries to persons including death caused by any occurrence at the Project or in connection with Seller's ownership, use, operation or possession of the Project or in connection with Seller's ownership, use, operation or possession of the Project prior to the Closing Date save and except:
 - 1. any cleanup cost and future response costs incurred by or on behalf of Buyer as a result of Buyer's actions at the Project under Environmental laws and relating to the Project; and
 - 2. damages or injuries, including death, resulting from acts or omissions on the Project by Buyer or its representatives.
 - ii. Any breach by Seller of its representations, warranties or obligations as set forth herein or in any other document or instrument delivered by Seller in connection with the consummation of the transactions contemplated herein.
 - c. From and after the Closing Date Buyer hereby agrees to indemnify and hold Seller and Seller's officers, agents, directors, agents, successors, and permitted assigns harmless from and against any and all claims, penalties, damages, liabilities, actions, causes of action, costs and expenses (including reasonable, out-of-pocket attorney's fees) arising out of or as a result of or a consequence of:
 - i. Any occurrence after the Closing Date with respect to the Project except for the items set forth in Sections 15(a) and 15(b)(i) above,
 - ii. Any cleanup cost and future response costs incurred by Buyer under Environmental laws and relating to the Project and damages or injuries, including death, resulting from acts or omissions on the Project by Buyer or its representatives
 - iii. Any breach by Buyer of any of its representations, warranties, or obligations set forth herein or in any other document or instrument delivered by Buyer in connection with the consummation of the transactions contemplated herein.
16. **Condemnation.** If any portion of the Project is condemned, then Seller shall promptly advise Buyer thereof by written notice and within ten (10) business days after such notice from Seller, Buyer may, by written notice to Seller, elect to terminate this Agreement prior to Closing in which event both parties shall be released of and from any and all further liability hereunder (other than any liability or indemnity that by the express terms hereof survives any termination of this Agreement). If Buyer makes no such election to terminate this Agreement, then this Agreement shall remain in full force and effect and Buyer may either (a) proceed to Closing with no adjustment to the Purchase Price because of the condemnation (and Seller shall, at Closing, pay over to Buyer all condemnation awards paid to Seller prior to the Closing Date in regard to such condemnation and assign, transfer and set over to Buyer all right of Seller in any condemnation awards that may thereafter be paid for such condemnation) or (b) proceed to Closing and purchase the Project either

including or excluding such portion as is affected by the condemnation as Buyer shall determine, with such reduction in the Purchase Price as the parties shall agree.

17. **Cooperation.** Each party agrees to cooperate with the other party and to execute and deliver, or cause to be executed and delivered, such instruments and to do all such other acts as such party may be reasonably requested to execute and deliver and to do from time to time by the other party in order to effectuate the provision and purposes hereof.
18. **Possession of the Project.** Possession of the Project shall be delivered to Buyer at the Closing.
19. **Benefits.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
20. **Sales Commissions.** The parties represent no brokers have been retained in this transaction and no sales commissions are to be paid by either party.
21. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas, applicable to agreements made in and to be performed wholly within that state, irrespective of such state's choice of law principles.
22. **Amendments.** This Agreement may be modified by written agreement between the parties hereto.
23. **Prevailing Party.** Notwithstanding anything set forth herein to the contrary, the prevailing party in any controversy or claim between the parties hereto, whether arising out of this Agreement or any instrument or agreement executed in connection with the transaction contemplated hereby, shall recover its reasonable attorney's fees and costs from the non-prevailing party.
24. **Entire Agreement.** This Agreement represents the entire agreement of the parties hereto relating to the subject matter of this Agreement. Any representations, agreements, understandings or conditions not contained in this Agreement are not binding unless in writing and signed by each party or their authorized representatives.
25. **Notices.** All notices, consents and approvals required by this Agreement shall be either personally delivered or placed in the United States mail properly addressed and with certified or registered postage prepaid. Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

If to Seller:

City of Pittsburg, Kansas
201 West 4th Street
Pittsburg, Kansas 66762
Attention: City Manager
E-mail: daron.hall@pittks.org

With a copy to:

The Menghini Law Firm
City Attorney
P.O. Box 1175
Pittsburg, Kansas 66762
Attention: Henry Menghini, Esq.
E-mail: henry.menghini@pittks.org

If to Buyer:

EaglePicher Technologies, LLC
C and Porter Streets
Joplin, MO 64801
Attn: Steven E. Westfall
Email: steve.westfall@eaglepicher.com

26. **Time of Essence.** Time shall be of the essence in the performance of the terms and conditions of this Agreement.
27. **Counterparts/Electronic Signatures.** This Agreement may be executed in any number of counterparts, each and all of which shall constitute one and the same instrument. The signature of any party to this Agreement transmitted by facsimile, e-mail or other electronic means shall be deemed to constitute the original and binding signature of such party for all purposes hereunder.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

SELLER:

**CITY OF PITTSBURG, KS,
a Municipal Corporation**

By: _____

Name: Chuck Munsell

Title: Mayor

BUYER:

**EAGLEPICHER TECHNOLOGIES, LLC,
a Delaware limited liability company**

By: _____

Name: Steve Westfall

Title: President

EXHIBIT A

Legal Description of Project

A parcel of land in the Pittsburg Research and Development Park Addition, Pittsburg, Crawford County, Kansas:

Beginning at the Northeast corner of Lot 2, thence S 2° 6' 27" E a distance of 477.39 feet to the SE corner of said Lot 2, thence S 87° 53' 33" W along South line of said Lot a distance of 236.61 feet, thence N 2° 6' 27" W a distance of 477.79 feet to the North line of said lot, thence N 87° 59' 18" E along North line of said lot a distance of 236.61 feet to point of beginning.

EXHIBIT B

DEED

MUNICIPAL WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 20____, between the City of Pittsburg, a Municipal Corporation, of Crawford County, Kansas, Seller, and EAGLEPICHER TECHNOLOGIES, LLC, a Kansas limited liability company, Purchaser.

WITNESSETH: That Seller, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration from the Purchaser, the receipt of which is hereby acknowledged by Seller, does by these presents Grant, Bargain, Sell, and Convey unto Purchaser, all the following described real estate, situated in Crawford County and State of Kansas, to-wit:

A parcel of land in the Pittsburg Research and Development Park Addition, Pittsburg, Crawford County, Kansas

Beginning at the Northeast corner of Lot 2, thence S 2° 6' 27" E a distance of 477.39 feet to the SE corner of said Lot 2, thence S 87° 53' 33" W along South line of said Lot a distance of 236.61 feet, thence N 2° 6' 27" W a distance of 477.79 feet to the North line of said lot, thence N 87° 59' 18" E along North line of said lot a distance of 236.61 feet to point of beginning.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

Seller for itself, its successors and assigns, does hereby covenant, promise and agree, to and with Purchaser, that at the delivery of these presents it is lawfully seized in fee simple, that the property is free and clear of all liens and encumbrances, except easements, restrictions, special

assessments and rights of way of record, if any; and Seller will warrant and forever defend the same unto Purchaser, against all persons whomsoever, claiming the same.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Seller has hereunto caused this Deed to be signed on its behalf by its Mayor thereunto duly authorized so to do, and to be attested by its City Clerk, and has caused its seal to be hereunto affixed the day and year last above written.

THE CITY OF PITTSBURG, KANSAS

(SEAL)

By _____

Mayor – _____

ATTESTED:

City Clerk - _____

STATE OF KANSAS)

) ss:

CRAWFORD COUNTY)

BE IT REMEMBERED, That on this ____ day of _____, 20____, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came _____, Mayor of the City of Pittsburg, Kansas, a Municipal corporation duly incorporated and existing under and by virtue of the laws of Kansas; and _____, City Clerk of said City, who are personally known to me to be the same persons who executed as such officers the within instrument of writing on behalf of said City and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year last above written.

Notary Public

My Appointment expires: _____ [To be Attached]



AIA Document G704 – 2017

Certificate of Substantial Completion

PROJECT: EaglePicher Technologies ECHO
Pittsburg, KS
A/E Project No. 2025-005

CONTRACT INFORMATION:
Contract For: General Construction
Date: August 28, 2026

CERTIFICATE INFORMATION:
Certificate Number: 001
Date: July 15, 2026

OWNER:
City of Pittsburg Kansas
201 W. 4th Street
Pittsburg, KS 66762

ARCHITECT:
Cromwell Architects Engineers, Inc.
1300 East 6th Street
Little Rock, Arkansas 72202

CONTRACTOR:
Branco Enterprises, Inc.
12033 E. Highway 86
Neosho, MO 64850

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

Entire Project

Cromwell Architects
Engineers, Inc.

ARCHITECT


SIGNATURE

Robert L. Bateman, CCCA
Principal

PRINTED NAME AND TITLE

July 10, 2026

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

N/A

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

See attached punch list dated June 25, 2026.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$0.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner will assume the responsibility for security, utilities, damage to the Work and property insurance. The Contractor will maintain insurance coverages as required for the completion of the Work.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Branco Enterprises, Inc.
CONTRACTOR


SIGNATURE

Justin Branham, President
PRINTED NAME AND TITLE

7/16/2026
DATE

CITY OF PITTSBURG
OWNER


SIGNATURE

MATT BACON
PRINTED NAME AND TITLE
DIRECTOR OF PUBLIC
WORKS AND UTILITIES

7-20-26
DATE

This Addendum to the Agreement (this “Addendum”) is made, approved, and effective as of the 28th day of July, 2026 (the “Addendum Effective Date”), by and between the City of Pittsburg, Kansas (“Owner”), with a principal place of business at 201 W. 4th Street, Pittsburg, Kansas 66762, and Mammoth Sports Construction, LLC (“Contractor”), a Kansas limited liability company with a principal place of business at 3922 74th Street, Meriden, Kansas 66512. This Addendum amends and supplements a certain Agreement between the Owner and Contractor dated as of April 28, 2026 (the “Agreement”), for improvements to sports facilities at the Don Gutteridge Sports Complex located within Lincoln Park, 813 Memorial Drive, Pittsburg, Kansas 66762 (the “Project”).

WHEREAS, the Owner and Contractor entered into the Agreement dated April 28, 2026 for the Project; and

WHEREAS, pursuant to Section 2.2 of the Agreement, the Agreement may be amended only by written instrument signed by both the Owner and Contractor; and

WHEREAS, the Owner desires to add the additional scopes of work described herein, and the Owner and Contractor desire to modify the payment terms of the Agreement to provide for progressive billing as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and Contractor agree as follows:

Article 1. Additional Scope of Work

- 1.1** The additional scopes of work described in this Article 1 (collectively, the “Additional Work”) are hereby added to and incorporated into the Agreement as if fully set forth therein, and shall constitute part of the “Work” under the Agreement. The Additional Work shall be performed in accordance with, and is more particularly described in, the Contractor’s proposals attached hereto and incorporated herein by reference: (i) the “Lincoln Park Full Field Conversions” proposal dated July 14, 2026 (attached as Exhibit A-1); (ii) the “City of Pittsburg Alternates” proposal dated July 20, 2026 (attached as Exhibit A-2); (iii) the “City of Pittsburg Cost Option Tracking Log” dated July 20, 2026 (attached as Exhibit A-3); and (iv) City of Pittsburg Lincoln Park Annual Maintenance Agreement (attached as Exhibit A-4).
- 1.2** Full Field Conversions. Contractor shall perform full conversions of the following seven (7) baseball fields, together with the softball bullpens at Cheryl Stice, as more particularly described in Exhibit A-1:

Field	Scope of Full Conversion	Amount
Ted Carino Field	Full conversion of the baseball outfield; add +/- 21,091 sf of synthetic turf (total +/- 32,856 sf). Alternating green panels, new aggregate base drainage, and athletic equipment included.	\$194,000
Bill Russell Field	Full conversion of the baseball field; synthetic turf system +/- 74,632 sf; fencing as described in Exhibit	\$775,000



Field	Scope of Full Conversion	Amount
	A-1. Alternating green panels, new aggregate base drainage, and athletic equipment included.	
Dale Conner Field	Full conversion of the baseball field; synthetic turf system +/- 79,236 sf. Alternating green panels, new aggregate base drainage, and athletic equipment included.	\$811,000
Wild Red Berry Field	Full conversion of the baseball outfield; add +/- 26,537 sf of synthetic turf (total +/- 37,953 sf); fencing (remove +/- 856 lf existing fence; install 660 lf black vinyl fence with yellow protective cap). Alternating green panels, new aggregate base drainage, and athletic equipment included.	\$301,000
Bunk Buronville Field	Full conversion of the baseball field; synthetic turf system +/- 70,878 sf. Alternating green panels, new aggregate base drainage, and athletic equipment included.	\$758,000
Jim Kelly Field	Full conversion of the baseball field; synthetic turf system +/- 75,418 sf. Alternating green panels, new aggregate base drainage, and athletic equipment included.	\$787,000
Jaycee Park Field Option 1	Full conversion of the baseball field; synthetic turf system +/- 74,618 sf. Includes alternating Green Panels in the Outfield.	\$758,000
Jaycee Park Field Option 2	Remove and replace the infield & wing; synthetic turf system +/- 43,341 sf. Includes alternating Green Panels in the infield.	\$253,000
Jaycee Park Field Option 2 – Selected Alternate	Finish aggregate & Laser Grade Infield & Wings	17,000.00
Softball Bullpens at Cheryl Stice	Build (2) 15' x 60' synthetic turf bullpens; add +/- 1,800 sf of synthetic turf, new aggregate base, concrete curb, drainage and athletic equipment included.	Included
Total for all Seven Fields		\$4,654,000.00

- 1.3** For each field conversion, alternating green panels are included in the outfield (and infield where noted), and new aggregate base drainage and athletic equipment are included, all as further described in Exhibit A-1. The general inclusions, exclusions, clarifications, and assumptions set forth in Exhibit A-1 apply to the Additional Work.

Article 2. Additional Contract Sum

2.1 In consideration of the Additional Work described in Section 1.2, the Total Contract Sum for this Addendum is Four Million Six Hundred Fifty-four Thousand Dollars and No Cents (\$4,654,000.00), subject to the allowances and Owner-selected alternates and adjustments set forth below and to any Change Order(s) as provided in the Agreement. The Total Contract Sum for this Addendum is in addition to, and does not modify, the Total Contract Sum stated in Article 6 of the Agreement, except as the parties may otherwise agree in writing.

2.2 Stabilization Allowance. The following stabilization allowances are included and have been added to the base field prices for the Total Contract Sum for this Addendum:

- Ted Carino Field – Add \$25,000
- Bill Russell Field – Add \$95,000
- Dale Conner Field – Add \$85,000
- Wild Red Berry Field – Add \$30,000
- Bunk Buronville Field – Add \$85,000
- Jim Kelly Field – Add \$94,000
- Jaycee Park Field – Add \$92,000

Total Stabilization Allowances (all seven fields): \$ 506,000.00

2.3 General Owner-Selected Alternates. The following general alternates have been selected by the Owner and shall be added to or deducted from the Total Contract Sum for this Addendum:

- Deduct \$56,000 – if all seven (7) fields are performed concurrently.
- Deduct \$100,000 – if the City performs all haul-off of on-site spoils.

2.4 Black Vinyl Fencing Owner-Selected Alternates. The black vinyl fencing scopes described in Exhibit A-2 (remove and replace existing fences, install black vinyl fence with yellow protective cap) have been selected by the Owner and shall be added to the Total Contract Sum for this Addendum:

Park	Scope	Amount
Cheryl Stice Park	Remove & replace existing fences; remove +/- 709 lf; black vinyl fence + yellow cap.	\$54,000
Ted Carnino Park	Remove & replace existing fences; remove +/- 643 lf; black vinyl fence + yellow cap.	\$49,000
Bill Russell Park	Remove & replace existing fences; remove +/- 993 lf;	\$74,000

Park	Scope	Amount
	black vinyl fence + yellow cap.	
Dale Conner Park	Remove & replace existing fences; remove +/- 1,017 lf; black vinyl fence + yellow cap.	\$75,000
Bunk Bouronville Park	Remove & replace existing fences; remove +/- 966 lf; black vinyl fence + yellow cap.	\$72,000
Jim Kelly Park	Remove & replace existing fences; remove +/- 1,024 lf; black vinyl fence + yellow cap.	\$76,000
Total Black Vinyl Fencing		\$400,000

- 2.5** General Alternates. For additional general alternates that may be selected by Owner following Addendum execution see attached “City of Pittsburgh Cost Option Tracking Log” dated July 20, 2026 (attached as Exhibit A-3); In the event Owner desires to select additional alternates following Addendum execution, those alternates shall be added to or deducted from the Total Contract Sum via Change Order.
- 2.6** The Total Contract Sum for this Addendum includes all items and services identified in the Additional Work, and any other items and services necessary for the proper execution and completion of the Additional Work, subject to any Change Order(s) of Owner or as further agreed by Owner and Contractor in writing. Contract pricing for the Additional Work is based upon Owner’s acceptance within fifteen (15) days from the date of the applicable proposal.

Article 3. Total Addendum Amount and Revised Contract Sum

- 3.1** This Addendum increases the Total Contract Sum by Five Million Four Hundred and Four Thousand Dollars and No Cents (\$5,404,000.00) for the Additional Work (Full Field Conversions + Stabilization Allowances + Owner-Selected Alternates) described in Sections 1.2 and Sections 2.2 through 2.4 beyond the original Total Contract Sum of One Million One Hundred Seventy-Three Thousand Dollars and No Cents (\$1,173,000.00) stated in Article 6 of the Agreement. **Accordingly, the revised Total Contract Sum is Six Million Five Hundred Seventy-Seven Thousand Dollars and No Cents (\$6,577,000.00).**

Description	Amount
Original Total Contract Sum (Agreement, Article 6)	\$1,173,000.00
Increase for Additional Work – Full Field Conversions (this Addendum)	\$5,404,000.00
Revised Total Contract Sum (base + allowances + Owner-selected alternates)	\$6,577,000.00

Article 4. Payment – Progressive Billing

- 4.1** Notwithstanding the payment terms set forth in Article 7 of the Agreement, all billing under the Agreement and this Addendum is hereby changed to progressive (progress) billing. The milestone payment schedule set forth in Section 7.1 of the Agreement is hereby superseded and replaced in its entirety by the following:

Progress Payments with the Owner pay the Total Contract Sum for this Addendum to the Contractor in the following manner:

Contractor shall periodically submit Applications for Payments for Work performed to Owner on the Project, but no more than two (2) Applications for Payment may be submitted within any thirty (30) day period. Owner shall have thirty (30) calendar days upon receipt of said Applications for Payment to make payment accordingly.

The Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the Contract Sum stated in this Third Amendment. The Application is subject to Owner's approval and shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require, such as evidence of payments made and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

- 4.2** Except as expressly modified by this Article 4, the remaining provisions of Article 7 of the Agreement (including, without limitation, the provisions governing lien waivers, title, subcontractor payments, and the Kansas Prompt Payment Act) remain in full force and effect and apply to payments under this Addendum.

Article 5. Ratification and General Provisions

- 5.1** Except as expressly modified by this Addendum, all terms, conditions, covenants, and provisions of the Agreement remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties. All other terms of the Agreement are to remain the same.
- 5.2** In the event of any conflict or inconsistency between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control with respect to the Additional Work and the payment terms modified herein.



5.3 This Addendum may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and may be executed by electronic signature, which shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed and made effective as of July 28, 2026.

Owner:

City of Pittsburg, Kansas

By: _____

Printed Name: Daron Hall - City Administrator

Date: _____

Contractor:

Mammoth Sports Construction, LLC

By: _____

Printed Name: Jacob Farrant, CEO

Date: _____

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City of Pittsburg, Kansas

Sports Facilities Improvements at Don Gutteridge Sport Complex at Lincoln Park

Exhibit A.1 – Lincoln Park Full Field Conversions Proposal dated July 14, 2026

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City of Pittsburg-Lincoln Park

INVESTMENT SUMMARY:

Lincoln Park
Pittsburg, KS
July 14, 2026

Ted Carino Field ADD:\$194,000

Scope: Full Conversions of the Baseball Outfield

- a. Add an additional +/- 21,091 sf of synthetic turf (Total SF 32,856 sf)
 - i. 1.62" 40 oz blend (slit film/ mono-filament) on the warning track area
 - ii. 1.75" 40 oz blend (slit film/ mono-filament)
- a. **Alternating Green Panels are included in the outfield**
- b. New aggregate base drainage and athletic equipment are included.

Allowance:

- Add \$25,000: Stabilization Allowance

Bill Russell Field\$775,000

Scope: Full Conversions of the Baseball Field

- a. Synthetic turf system +/- 74,632 sf
 - i. 1.5" 52 oz blend (slit film/ thatch) on the infield clay area
 - ii. 1.62" 40 oz blend (slit film/ mono-filament) on the warning track area
 - iii. 1.75" 40 oz blend (slit film/ mono-filament)
- b. **Alternating Green Panels are included in the outfield & infield**
- c. **(1) Pioneer Chief Field Sweep Included**
- d. New aggregate base drainage and athletic equipment are included.

Allowance:

- Add \$95,000: Stabilization Allowance

Wild Red Berry Field ADD:.....\$301,000

Scope: Full Conversions of the Baseball Outfield

- a. Add an additional +/- 26,537 sf of synthetic turf (Total SF 37,953 sf)
 - i. 1.62" 40 oz blend (slit film/ mono-filament) on the warning track area
 - ii. 1.75" 40 oz blend (slit film/ mono-filament)
- e. **Alternating Green Panels are included in the outfield**
- f. **(1) Pioneer Chief Field Sweep Included**
- g. New aggregate base drainage and athletic equipment are included.
- h. Fence
 - i. Remove & dispose of +/- 856 lf of existing fence
 - ii. Provide & install 660 lf of Black Vinyl fence in front of each dugout, along the foul lines and the outfield arc
 - iii. Provide & install yellow protective cap on all new fencing
 - iv. +/- 48 lf of 8' black vinyl in front of the dugouts (24' each dugout)
 - v. +/- 260 lf of 5' black vinyl along the foul lines (includes (2) man gates and (1) equipment gate)
 - vi. +/- 352 lf of 6' black vinyl in the outfield arc

Allowance:

- Add \$30,000: Stabilization Allowance



Dale Conner Field.....\$811,000

Scope: Full Conversions of the Baseball Field

- i. Synthetic turf system +/- 79,236 sf
 - i. 1.5" 52 oz blend (slit film/ thatch) on the infield clay area
 - ii. 1.62" 40 oz blend (slit film/ mono-filament) on the warning track area
 - iii. 1.75" 40 oz blend (slit film/ mono-filament)
- j. **Alternating Green Panels are included in the outfield**
- k. New aggregate base drainage and athletic equipment are included.

Allowance:

- Add \$85,000: Stabilization Allowance

Bunk Buronville Field\$758,000

Scope: Full Conversions of the Baseball Field

- I. Synthetic turf system +/- 70,878 sf
 - i. 1.5" 52 oz blend (slit film/ thatch) on the infield clay area
 - ii. 1.62" 40 oz blend (slit film/ mono-filament) on the warning track area
 - iii. 1.75" 40 oz blend (slit film/ mono-filament)
- m. **Alternating Green Panels are included in the outfield**
- n. New aggregate base drainage and athletic equipment are included.

Allowance:

- Add \$85,000: Stabilization Allowance

Jim Kelly Field\$787,000

Scope: Full Conversions of the Baseball Field

- o. Synthetic turf system +/- 75,418
 - i. 1.5" 52 oz blend (slit film/ thatch) on the infield clay area
 - ii. 1.62" 40 oz blend (slit film/ mono-filament) on the warning track area
 - iii. 1.75" 40 oz blend (slit film/ mono-filament)
- p. **Alternating Green Panels are included in the outfield**
- q. New aggregate base drainage and athletic equipment are included.

Allowance:

- Add \$94,000: Stabilization Allowance

Softball Bullpens at Cheryl Stice included

Scope: Build (2) 15' x 60' synthetic turf bullpens

- a. Add an additional +/- 1,800 sf of synthetic turf
 - iii. 1.62" 40 oz blend (slit film/ mono-filament)
 - iv. 1.75" 40 oz blend (slit film/ mono-filament)
- c. New aggregate base, concrete curb, drainage and athletic equipment are included.

Total for all Six Fields.....\$3,626,000

General Alternates Selected by Owner:

- **Deduct \$56,000: if all (6) fields are done concurrently**
- **Deduct \$100,000: if the City performs all haul off of on-site spoils.**

General Alternates Available for Selection by Owner:

- Add \$21,000: to provide and install (1) Adult Size Portable Pitching Mound

- r. Contract price is based on acceptance of proposal within 15 days from date of this document.

Potential Costs:

*Potential and additional costs that may be incurred after or during site investigation and/or design include but are not limited to:

- Survey (mass excavation & grading, retaining walls and access issues);
- Geotechnical Report (stabilization, rock excavation, and dewatering)
- Site Investigation (Utilities relocation, upgrades or modifications);
- Governing Jurisdiction or Agency Review, Comments or Requirements (SWPP- storm water protection plan, erosion control, environmental testing or remediation, permitting or other necessary approvals);
- Owner directed changes requested after contract execution



Clarifications & Assumptions

The Scope of Work for this project is established as follows:

Design Services and Construction Documentation

A complete set of construction documents will be submitted for permit which include the following:

- Topographic survey of proposed turf limits
- Geotechnical investigation of proposed turf limits
- Review existing Geotechnical information and Stormwater Calculations prepared by others
- Erosion Control Plan
- Layout Plan
- Grading Plan
- Utility Plan
- Field Marking Plan
- Detail Plans to include curbs, piping systems, base section, irrigation details, and additional details as required to complete the installation of the field
- Furnish Sealed Drawings
- Attend up to one (1) coordination meeting with the Local Permitting Authority

General Inclusions and Exclusions

1. Sales tax is excluded.
2. Prevailing or union wages are excluded.
3. General Liability insurance is included.
4. Supervision and mobilization are included.
5. Construction permitting is included.
6. Payment, Performance and/or Statutory bonds, and associated fees are excluded. If requested by Owner, such bonds may be procured with associated fees invoiced directly to Owner for payment.
7. An allowance of \$4,100 has been included to conduct a geotechnical report for each field.

- a. Additional cost may be incurred based on the geotechnical report recommendations such as, but not limited to soil stabilization.
8. An allowance of \$14,000 has been included to conduct a site survey and layout and staking for all 6 fields
 - a. Additional cost may be incurred if the survey provides a different size of the field than included in the proposal.
9. An allowance of \$3,000 has been included to re-route/repair site electrical around the perimeter of the field for each field
10. Erosion control and maintenance thereof is included.
 - a. Any water/drainage studies, SWPPP plan, or additional drainage requirements over and above the listed and typical artificial turf field drainage system are excluded.
11. All necessary tools, equipment and personal protective equipment are included.
12. Final punch-out and clean-up of the completed project are included.
13. Standard 1 year workmanship warranty is included.
14. The contractor reserves the right to include, pay overtime and acceleration costs within this contract as required to manage the schedule.
15. Unforeseen subsurface conditions and removal of underground structures are excluded.
16. Site Security is excluded.
17. Development fees are excluded.
18. Utility consumption costs for construction activities are excluded.
 - a. Utilities are to remain under the owner's name and paid by owner.
19. Construction testing and special inspection expenses not listed above are excluded.
20. Owner shall provide structurally capable ingress/egress for ALL personnel, equipment, and materials and staging within 50' of field: typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.

21. Mammoth Sports Construction requires a suitable staging area per field. A 25' x 25' hard or paved clean surface area located within 100' feet of the playing surface shall be provided for purposes of proper mixing of infill material. Staging area must have a minimum access of 15 feet wide by 15 feet high. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. Mammoth Sports Construction shall not be liable for any damages to the staging area or existing surfaces unless such damages are caused by Mammoth Sports Construction's intentional misconduct or negligence.
22. Any item or scope of work not specifically listed above or below is excluded.

General Sitework & Preparation

1. Construction of (1) construction entrance is included.
2. Site demolition is excluded unless otherwise noted or shown.
3. Stripping of topsoil and excavation to subgrade are included.
4. Haul-off of excess material is:
Included to a site designated by the owner within 1 mile of project site. If the site designated by the Owner for the material to be hauled is more than one (1) mile from the project, an additional fee of Three Dollars (\$3.00) per cubic yard/per mile up to ten (10) miles, shall be charged to the Owner for haul-off of excess material and added to the contract sum via change order.
5. If owner provided utility plans are not available, Mammoth will utilize "Dig Safe" or 811 and private locate utilities. Mammoth will coordinate with owner.
6. Utility infrastructure work or repair is excluded.
 - a. The supply of or adjustment to manholes, clean-outs, and grates and supply of the manhole covers is excluded.
7. Retaining walls are excluded.



8. New fencing and fence repair not specifically listed in the following scopes of work are excluded.
9. Any site improvements not specifically addressed or reflected in plans are excluded.
10. Rock Excavation is excluded.
11. Dewatering associated with excavation is excluded.

Synthetic Turf Field (Full Conversion)

1. Stabilization: Subgrade soil stabilization is included and provided as an allowance.
2. Drainage Stone: 4" of permeable base stone and 2" of permeable finish stone are included
 - a. Grading and compaction of each course to proper planarity and density is included
3. Geotextile Fabric: Mirafi 140N geotextile fabric or equal is included above the subgrade and underneath the drainpipe and drain stone.
4. Drainage Pipe: 6"-12" HDPE piping around perimeter of field, flat drains in a herring bone pattern at 40' on-center, and necessary connectors for a complete subgrade drainage infrastructure are included.
 - a. All drain basins, cleanouts or access panels are excluded.
 - b. Tie-in to local storm utility is assumed to be within the extents of the existing field. If the connection point needs to be outside of the extents of the existing field, a remediation will be negotiated between owner and Mammoth Sports Construction.
 - c. Excludes any drain basins, cleanouts and cement inlet/access structures.
5. Curb & Nailer Board: 6"x12" concrete curbing and attached nailer board are included at the perimeter of the turfed area.
6. Synthetic Turf: Supply and installation of artificial turf is included with the noted installation options below:
 - a. 2" Blend (Slit Film/Mono-Filament) synthetic turf system is included for the proposed playing field area.
 - b. Baseball are included.
 - c. Logos, field markings and alternating panels are excluded unless noted below.
 - d. Baseball & Softball Synthetic Turf Warranty: ***An eight (8) year 3rd party pre-paid insured warranty on the artificial grass surface; with exception on the base paths and base areas which shall be two (2) years instead of eight (8) years and***

without 3rd party insurance. No warranty or 3rd party insurance is provided for high traffic areas, including the home plate area and/or the pitcher's mound area.

7. Athletic Equipment:
 - a. Concrete pitching mound is excluded.
 - b. Concrete pitching mound bullpens are excluded
 - c. 1ea - Pitching rubber: Sportsfield Specialties SHLBMPR224 24" Duel Stantion per field
 - d. 1 ea - Bases: Sportsfield Specialties SHBBPLSET Set per field
 - e. 1 ea - Home plate: Sportsfield Specialties SHSRHP Bury All HP per field
8. Fencing: is excluded **(included with Wild Red Berry re-sizing)**
9. Sports Lighting: is excluded.

Artificial Turf Maintenance Equipment and Training

1. Maintenance Equipment:
 - a. (1) Field Sweep is excluded.
 - i. Please refer to alternates for pricing.
 - b. Vehicle for towing maintenance equipment is excluded.
2. Maintenance Training: Training of the maintenance staff on the basic components of effective and routine maintenance is included.
3. Annual Maintenance:
 - a. Annual maintenance is included for 8 years at no additional cost.
 - b. Annual maintenance includes a one-time visit and grooming with a SportChamp.



City of Pittsburg-Jaycee Park

INVESTMENT SUMMARY:

Jaycee Park
Pittsburg, KS
July 13, 2026

Option 1

BASE PRICE: **\$758,000**

Scope: Full Conversions of the Baseball Outfield

- a. Add an additional +/- 74,618 sf of synthetic turf (sftge went up slightly)
 - i. 1.62” 40 oz blend (slit film/ mono-filament) on the warning track area
 - ii. 1.75” 40 oz blend (slit film/ mono-filament)
- a. **Alternating Green Panels are included in the outfield**
- b. New aggregate base, and drainage are included.

Allowance:

- Add \$92,000: Stabilization Allowance

Alternates Available for Selection by Owner:

- Add \$5,500: to add (1) Pioneer Turf Chief Field Sweep

Option 2

BASE PRICE: **\$253,000**

Scope: Remove, Dispose & Replace the Infield & Wings

- 1. Turf Demo: Demolition and haul-off of existing turf are included.
- 2. Base & Drainage Construction: Drag & Roll of existing base is included. All other base and drainage construction not listed are excluded.

- a. Laser Grading has been provided as an alternate.
- 3. Synthetic Turf: Supply and installation of approximately **43,341** square feet of artificial turf is included with the noted installation options below:
 - i. 1.5” 52 oz blend (slit film/ thatch) on the infield clay area
 - ii. 1.62” 40 oz blend (slit film/ mono-filament) on the warning track area
 - iii. 1.75” 40 oz blend (slit film/ mono-filament) on the green grass areas
- a. Synthetic turf has been included at bullpens.
- b. Baseball inlaid markings are included.
- c. **Alternating Green Panels are included in the infield**
- d. Logos, field markings and alternating panels are excluded unless noted below.
- e. Baseball & Softball Synthetic Turf Warranty: An (8) year 3rd party pre-paid insured warranty on the artificial grass surface; with exception on the home plate area, base paths and pitcher’s mound which shall be 2 years instead of (8) years and there is no third-party insurance.
- 4. Athletic Equipment: All athletic equipment is excluded.

Alternates Selected by Owner:

- Add \$17,000: to add +/- 50 tons of finish rock and laser grade the infield and wings

Alternates Available for Selection by Owner:

- Add \$15/lf: to remove & replace any deteriorated existing nailer boards.

Contract price is based on acceptance of proposal within 15 days from date of this document.

Potential Costs:

*Potential and additional costs that may be incurred after or during site investigation and/or design include but are not limited to:

- Survey (mass excavation & grading, retaining walls and access issues);
- Geotechnical Report (stabilization, rock excavation, and dewatering)
- Site Investigation (Utilities relocation, upgrades or modifications);
- Governing Jurisdiction or Agency Review, Comments or Requirements (SWPP- storm water protection plan, erosion control, environmental testing or remediation, permitting or other necessary approvals);
- Owner directed changes requested after contract execution



Clarifications & Assumptions

The Scope of Work for this project is established as follows:

Design Services and Construction Documentation

A complete set of construction documents will be submitted for permit which include the following:

- Topographic survey of proposed turf limits
- Geotechnical investigation of proposed turf limits
- Review existing Geotechnical information and Stormwater Calculations prepared by others
- Erosion Control Plan
- Layout Plan
- Grading Plan
- Utility Plan
- Field Marking Plan
- Detail Plans to include curbs, piping systems, base section, irrigation details, and additional details as required to complete the installation of the field
- Furnish Sealed Drawings
- Attend up to one (1) coordination meeting with the Local Permitting Authority

General Inclusions and Exclusions

1. Sales tax is excluded.
2. Prevailing or union wages are excluded.
3. General Liability insurance is included.
4. Supervision and mobilization are included.
5. Construction permitting is included.
6. Payment, Performance and/or Statutory bonds, and associated fees are included.
7. An allowance of \$6,500 has been included to conduct a geotechnical report.

- a. Additional cost may be incurred based on the geotechnical report recommendations such as but not limited to soil stabilization.
8. An allowance of \$6,000 has been included to conduct a site survey and layout and staking
 - a. Additional cost may be incurred if the survey provides a different size of the field than included in the proposal.
9. An allowance of \$3,000 has been included to re-route/repair site electrical around the perimeter of the field.
10. Erosion control and maintenance thereof is included.
 - a. Any water/drainage studies, SWPPP plan, or additional drainage requirements over and above the listed and typical artificial turf field drainage system are excluded.
11. All necessary tools, equipment and personal protective equipment are included.
12. Final punch-out and clean-up of the completed project are included.
13. Standard 1 year workmanship warranty is included.
14. The contractor reserves the right to include, pay overtime and acceleration costs within this contract as required to manage the schedule.
15. Unforeseen subsurface conditions and removal of underground structures are excluded.
16. Site Security is excluded.
17. Development fees are excluded.
18. Utility consumption costs for construction activities are excluded.
 - a. Utilities are to remain under the owner's name and paid by owner.
19. Construction testing and special inspection expenses not listed above are excluded.
20. Owner shall provide structurally capable ingress/egress for ALL personnel, equipment, and materials and staging within 50' of field: typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.

21. Mammoth Sports Construction requires a suitable staging area per field. A 25' x 25' hard or paved clean surface area located within 100' feet of the playing surface shall be provided for purposes of proper mixing of infill material. Staging area must have a minimum access of 15 feet wide by 15 feet high. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. Mammoth Sports Construction shall not be liable for any damages to the staging area or existing surfaces unless such damages are caused by Mammoth Sports Construction's intentional misconduct or negligence.
22. Any item or scope of work not specifically listed above or below is excluded.

General Sitework & Preparation

1. Construction of (1) construction entrance is included.
2. Site demolition is excluded unless otherwise noted or shown.
3. Stripping of topsoil and excavation to subgrade are included.
4. Haul-off of excess material is: Included to a site designated by the owner within 1 mile of project site. If the site designated by the Owner for the material to be hauled is more than one (1) mile from the project, an additional fee of Three Dollars (\$3.00) per cubic yard/per mile up to ten (10) miles, shall be charged to the Owner for haul-off of excess material and added to the contract sum via change order.
5. If owner provided utility plans are not available, Mammoth will utilize "Dig Safe" or 811 and private locate utilities. Mammoth will coordinate with owner.
6. Utility infrastructure work or repair is excluded.
 - a. The supply of or adjustment to manholes, clean-outs, and grates and supply of the manhole covers is excluded.
7. Retaining walls are excluded.



8. Any site improvements not specifically addressed or reflected in plans are excluded.
9. Rock Excavation is excluded.
10. Dewatering associated with excavation is excluded.

Option 1 Full Conversion of the Outfield

1. Stabilization: Subgrade soil stabilization is included and provided as a allowance.
2. Drainage Stone: 4" of permeable base stone and 2" of permeable finish stone are included
 - a. Grading and compaction of each course to proper planarity and density is included
3. Geotextile Fabric: Mirafi 140N geotextile fabric or equal is included above the subgrade and underneath the drainpipe and drain stone.
4. Drainage Pipe: 6"-12" HDPE piping around perimeter of field, flat drains in a herring bone pattern at 40' on-center, and necessary connectors for a complete subgrade drainage infrastructure are included.
 - a. All drain basins, cleanouts or access panels are excluded.
 - b. Tie-in to local storm utility is assumed to be within the extents of the existing field. If the connection point needs to be outside of the extents of the existing field, a remediation will be negotiated between owner and Mammoth Sports Construction.
 - c. Excludes any drain basins, cleanouts and cement inlet/access structures.
5. Curb & Nailer Board: 6"x12" concrete curbing and attached nailer board are included at the perimeter of the turfed area.
6. Synthetic Turf: Supply and installation of approximately **73,901** square feet of artificial turf is included with the noted installation options below:
 - i. 1.5" 52 oz blend (slit film/ thatch) on the infield clay area
 - ii. 1.62" 40 oz blend (slit film/ mono-filament) on the warning track area
 - iii. 1.75" 40 oz blend (slit film/ mono-filament) on the green grass areas
- f. Baseball inlaid lines are included.
- g. Logos, field markings and alternating panels are excluded unless noted below.
 - i. **Alternating Green Panels are included in the outfield**
- h. Baseball & Softball Synthetic Turf Warranty: ***An eight (8) year 3rd party pre-paid insured warranty on the artificial grass surface; with exception on the base paths and base areas***

which shall be two (2) years instead of eight (8) years and without 3rd party insurance. No warranty or 3rd party insurance is provided for high traffic areas, including the home plate area and/or the pitcher's mound area.

7. Athletic Equipment:
 - a. All athletic equipment is excluded.
8. Fencing: is excluded
9. Sports Lighting: is excluded.

Option 2 Removal and Replacement of the infield & wings

1. Turf Demo: Demolition and haul-off of existing turf are included.
2. Base & Drainage Construction: Drag & Roll of existing base is included. All other base and drainage construction not listed are excluded.
 - a. Laser Grading has been provided as an alternate.
3. Synthetic Turf: Supply and installation of approximately **43,341** square feet of artificial turf is included with the noted installation options below:
 - i. 1.5" 52 oz blend (slit film/ thatch) on the infield clay area
 - ii. 1.62" 40 oz blend (slit film/ mono-filament) on the warning track area
 - iii. 1.75" 40 oz blend (slit film/ mono-filament) on the green grass areas
- i. Synthetic turf has been included at bullpens.
- j. Baseball inlaid markings are included.
- k. Logos, field markings and alternating panels are excluded unless noted below.
 - i. **Alternating Green Panels are included in the infield**
- l. Baseball & Softball Synthetic Turf Warranty: An (8) year 3rd party pre-paid insured warranty on the artificial grass surface; with exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of (8) years and there is no third-party insurance.
4. Athletic Equipment: All athletic equipment is excluded.

Artificial Turf Maintenance Equipment and Training

1. Maintenance Equipment:
 - a. (1) Field Sweep is excluded.
 - i. please refer to alternates for pricing.
 - b. Vehicle for towing maintenance equipment is excluded.

2. Maintenance Training: Training of the maintenance staff on the basic components of effective and routine maintenance is included.
3. Annual Maintenance:
 - a. Annual maintenance is included for 8 years at no additional cost.

City of Pittsburg, Kansas

Sports Facilities Improvements at Don Gutteridge Sport Complex at Lincoln Park

Exhibit A.2 – City of Pittsburg Alternates Proposal dated July 20, 2026

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City of Pittsburg-Lincoln Park

INVESTMENT SUMMARY:

Black Vinyl Fencing

Cheryl Stice Park Fence Pricing:\$54,000

Scope: Remove and Replace Existing Fences

- a. Remove & dispose of +/- 709 lf of existing fence
- b. Provide & install Black Vinyl fence in front of each dugout, along the foul lines and the outfield arc
- c. Provide & install yellow protective cap on all new fencing
 - i. +/- 48 lf of 8' black vinyl in front of the dugouts (24' each dugout)
 - ii. +/- 291 lf of 5' black vinyl along the foul lines (includes (2) man gates and (1) equipment gate)
 - iii. +/- 370 lf of 6' black vinyl in the outfield arc

Ted Carnino Park Fence Pricing:..... \$49,000

Scope: Remove and Replace Existing Fences

- a. Remove & dispose of +/- 643 lf of existing fence
- b. Provide & install Black Vinyl fence in front of each dugout, along the foul lines and the outfield arc
- c. Provide & install yellow protective cap on all new fencing
 - iv. +/- 48 lf of 8' black vinyl in front of the dugouts (24' each dugout)
 - v. +/- 261 lf of 5' black vinyl along the foul lines (includes (2) man gates and (1) equipment gate)
 - vi. +/- 334 lf of 6' black vinyl in the outfield arc

Bill Russell Park Fence Pricing:..... \$74,000

Scope: Remove and Replace Existing Fences

- a. Remove & dispose of +/- 993 lf of existing fence
- d. Provide & install Black Vinyl fence in front of each dugout, along the foul lines and the outfield arc
- e. Provide & install yellow protective cap on all new fencing
 - i. +/- 48 lf of 8' black vinyl in front of the dugouts (24' each dugout)
 - ii. +/- 454 lf of 5' black vinyl along the foul lines (includes (2) man gates and (1) equipment gate)
 - iii. +/- 491 lf of 6' black vinyl in the outfield arc

Dale Conner Park Fence Pricing: \$75,000

Scope: Remove and Replace Existing Fences

- a. Remove & dispose of +/- 1017 lf of existing fence
- b. Provide & install Black Vinyl fence in front of each dugout, along the foul lines and the outfield arc
- c. Provide & install yellow protective cap on all new fencing
 - iv. +/- 48 lf of 8' black vinyl in front of the dugouts (24' each dugout)
 - v. +/- 471 lf of 5' black vinyl along the foul lines (includes (2) man gates and (1) equipment gate)
 - vi. +/- 498 lf of 6' black vinyl in the outfield arc

Bunk Bouronville Park Fence Pricing:..... \$72,000

Scope: Remove and Replace Existing Fences

- a. Remove & dispose of +/- 966 lf of existing fence
- b. Provide & install Black Vinyl fence in front of each dugout, along the foul lines and the outfield arc
- c. Provide & install yellow protective cap on all new fencing
 - vii. +/- 48 lf of 8' black vinyl in front of the dugouts (24' each dugout)
 - viii. +/- 447 lf of 5' black vinyl along the foul lines (includes (2) man gates and (1) equipment gate)
 - ix. +/- 471 lf of 6' black vinyl in the outfield arc

Jim Kelly Park Fence Pricing: \$76,000

Scope: Remove and Replace Existing Fences

- a. Remove & dispose of +/- 1024 lf of existing fence
- b. Provide & install Black Vinyl fence in front of each dugout, along the foul lines and the outfield arc
- c. Provide & install yellow protective cap on all new fencing
 - x. +/- 48 lf of 8' black vinyl in front of the dugouts (24' each dugout)
 - xi. +/- 484 lf of 5' black vinyl along the foul lines (includes (2) man gates and (1) equipment gate)
 - xii. +/- 492 lf of 6' black vinyl in the outfield arc

Mammoth Sports Construction – HQ
3922 74th St. Meriden, KS 66512 | MMTH.co



Contract price is based on acceptance of proposal within 15 days from date of this document.

Clarifications & Assumptions

The Scope of Work for this project is established as follows:

General Inclusions and Exclusions

1. Sales tax is excluded.
2. Prevailing or union wages are excluded.
3. Builder's Risk and General Liability insurance is included.
4. Supervision and mobilization are included.
5. Construction permitting is included.
6. Payment, Performance and/or Statutory bonds, and associated fees are included.
7. Erosion control and maintenance thereof is included.
 - a. Any water/drainage studies, SWPPP plan, or additional drainage requirements over and above the listed and typical artificial turf field drainage system are excluded.
8. All necessary tools, equipment and personal protective equipment are included.
9. Final punch-out and clean-up of the completed project are included.
10. Standard 1 year workmanship warranty is included.
11. The contractor reserves the right to include, pay overtime and acceleration costs within this contract as required to manage the schedule.
12. Unforeseen subsurface conditions and removal of underground structures are excluded.
13. Site Security is excluded.
14. Development fees are excluded.
15. Utility consumption costs for construction activities are excluded.
 - a. Utilities are to remain under the owner's name and paid by owner.
16. Construction testing and special inspection expenses not listed above are excluded.
17. Owner shall provide structurally capable ingress/egress for ALL personnel, equipment, and materials and staging within 50' of field: typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
18. Mammoth Sports Construction requires a suitable staging area per field. A 25' x 25' hard or paved clean surface area located within 100' feet of the playing surface shall be provided for purposes of proper mixing of infill material. Staging area must have a minimum access of 15 feet wide by 15 feet high. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. Mammoth Sports Construction shall not be liable for any damages to the staging area or existing surfaces unless such damages are caused by Mammoth Sports Construction's intentional misconduct or negligence.
19. Any item or scope of work not specifically listed above or below is excluded.

Force majeure:

By execution of the Contract, the Owner agrees the Contractor shall not be responsible for delay in performance of its work by reason of acts of war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the Contractor ("Force Majeure Event"). In the event of Force Majeure, the Owner agrees that any and all dates by which performance of the Contractor's obligations are scheduled to be met shall be extended, as reasonable and necessary to complete said obligations or as requested by the Contractor, and furthermore that the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of suspension, shutdown, work stoppage, delay, re-mobilization and/or start-up due to any Force Majeure Event. The Owner and Contractor shall, in the event of Force Majeure, execute a Change Order, as set forth in the Contract, to adjust the Contract Sum, Contract Time and any other cost or expense as a result of each Force Majeure Event.

City of Pittsburg, Kansas

Sports Facilities Improvements at Don Gutteridge Sport Complex at Lincoln Park

Exhibit A.3 – City of Pittsburg Cost Option Tracking Log dated July 20, 2026

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DESIGN-BUILD PROJECT # 24-1117-01

Jaycee Field & Lincoln Park

DATE: 7/21/2026

Budget:

Cost Option Tracking Log:

NO.	COST OPTIONS	AMOUNT	X	ACCEPTED	X	PENDING	X	REJECTED	NOTES
1	Stice, Carnino, & Wild Red Berry Infield Only +/- 34,860 sf	\$ 763,000.00	x	\$ 763,000.00		\$ -		\$ -	
	Jaycee Park Outfield Conversion								
2	+/- 74,618 sf of synthetic turf (sf/age went up slightly) Includes alternating Green Panels in the Outfield	\$ 758,000.00		\$ -	x	\$ 758,000.00		\$ -	
3	Alt-Stabilization of Outfield	\$ 92,000.00		\$ -	x	\$ 92,000.00		\$ -	
4	Jaycee Park Remove & Replace the infield & Wings +/- 43,341 sf Includes alternating Green Panels in the Infield	\$ 253,000.00		\$ -	x	\$ 253,000.00		\$ -	
5	Alt- Finish aggregate & Laser Grade Infield & Wings	\$ 17,000.00		\$ -	x	\$ 17,000.00		\$ -	
6	Alt- (1) Pioneer Chief Field Sweep	\$ 5,500.00		\$ -		\$ -		\$ -	
7	Alt- \$15/lf to remove & replace deteriorated nailer boards 678 If if outfield is converted to turf	\$ 10,170.00		\$ -		\$ -		\$ -	
8	Alt- \$15/lf to remove & replace deteriorated nailer boards 1253 If if we only replace the infield turf	\$ 18,795.00		\$ -		\$ -		\$ -	
	Stice Field (Under Contract) Add an additional +/- 27,772 sf of synthetic turf (Total SF 39,451 sf) Includes alternating Green Panels in the Outfield Bulpens Included					\$ -			
10	Alt- Stabilization for Stice Carnino & Berry Infields	\$ 120,000.00	x	\$ 120,000.00		\$ -		\$ -	
11	Alt-Convert the Outfield to Turf at Stice	\$ 205,000.00	x	\$ 205,000.00		\$ -		\$ -	
12	Alt- Remove & Replace Fence at Stice +/- 709 lf	\$ 54,000.00		\$ -	x	\$ 54,000.00		\$ -	
13	Alt- Bleachers at Stice	\$ 15,000.00		\$ -		\$ -		\$ -	
14	Alt- Remove & replace Backstops Stice 90 LF	\$ 115,000.00		\$ -		\$ -		\$ -	
15	Alt- (2) 15'x60' Synthetic Turf Bulpens at Stice	No cost		\$ -	x	No Cost		\$ -	
16	Alt-Remove & Replace Lighting Stice	\$ 119,000.00		\$ -		\$ -		\$ -	
	Carnino Field Outfield Conversion Add an additional +/- 21,091 sf of synthetic turf (Total SF 32,856 sf) Includes alternating Green Panels in the Outfield	\$ 194,000.00		\$ -	x	\$ 194,000.00		\$ -	
18	Alt- Stabilization of the Outfield at Carnino	\$ 25,000.00		\$ -	x	\$ 25,000.00		\$ -	
19	Alt- Remove & Replace Fence at Carnino +/- 643lf	\$ 49,000.00		\$ -	x	\$ 49,000.00		\$ -	
20	Alt- Remove & replace Backstops at Carnino 100 LF	\$ 120,000.00		\$ -		\$ -		\$ -	
21	Alt- Bleachers at Carnino	\$ 15,000.00		\$ -		\$ -		\$ -	
22	Alt-Remove & Replace Lighting at Carnino	\$ 112,000.00		\$ -		\$ -		\$ -	
	Bill Russell Field Full Field Conversion +/- 74,632 sf Includes alternating Green Panels in the Outfield	\$ 775,000.00		\$ -	x	\$ 775,000.00		\$ -	
24	Alt- Stabilization at Russell	\$ 95,000.00		\$ -	x	\$ 95,000.00		\$ -	
25	Alt- Remove & Replace Fence at Russell +/- 993 lf	\$ 74,000.00		\$ -	x	\$ 74,000.00		\$ -	
26	Alt- Remove & replace Backstops at Russell 90 LF	\$ 115,000.00		\$ -		\$ -		\$ -	
27	Alt- Bleachers at Russell	\$ 15,000.00		\$ -		\$ -		\$ -	
28	Alt-Remove & Replace Lighting at Russell	\$ 177,000.00		\$ -		\$ -		\$ -	
	Wild Red Berry Field Outfield Conversion Add an additional +/- 26,537 sf of synthetic turf (Total SF 37,953 sf) Includes alternating Green Panels in the Outfield Includes new fence	\$ 301,000.00		\$ -	x	\$ 301,000.00		\$ -	
30	Alt- Stabilization of the Outfield at Berry	\$ 30,000.00		\$ -	x	\$ 30,000.00		\$ -	
31	Alt- Remove & Replace Fence included above	\$ -		\$ -	x	\$ -		\$ -	
32	Alt- Remove & replace Backstops at Berry 95 LF	\$ 118,000.00		\$ -		\$ -		\$ -	
33	Alt- Bleachers at Berry	\$ 15,000.00		\$ -		\$ -		\$ -	
34	Alt-Remove & Replace Lighting at Berry	\$ 168,000.00		\$ -		\$ -		\$ -	
	Dale Connor Field Full Field Conversion +/- 79,236 sf Includes alternating Green Panels in the Outfield	\$ 811,000.00		\$ -	x	\$ 811,000.00		\$ -	
36	Alt- Stabilization at Connor	\$ 85,000.00		\$ -	x	\$ 85,000.00		\$ -	
37	Alt- Remove & Replace Fence at Connor +/- 1,017 lf	\$ 75,000.00		\$ -	x	\$ 75,000.00		\$ -	
38	Alt- Remove & replace Backstops at Connor 95 LF	\$ 118,000.00		\$ -		\$ -		\$ -	
39	Alt- Bleachers at Connor	\$ 15,000.00		\$ -		\$ -		\$ -	
40	Alt-Remove & Replace Lighting at Connor	\$ 176,000.00		\$ -		\$ -		\$ -	
	Bunk Burnville Field Full Field Conversion +/- 70,878 sf Includes alternating Green Panels in the Outfield	\$ 758,000.00		\$ -	x	\$ 758,000.00		\$ -	
42	Alt- Stabilization at Bunk	\$ 85,000.00		\$ -	x	\$ 85,000.00		\$ -	
43	Alt- Remove & Replace Fence at Bunk 966 lf	\$ 72,000.00		\$ -	x	\$ 72,000.00		\$ -	
44	Alt- Remove & replace Backstops at Bunk 95 LF	\$ 118,000.00		\$ -		\$ -		\$ -	
45	Alt- Bleachers at Bunk	\$ 15,000.00		\$ -		\$ -		\$ -	
46	Alt-Remove & Replace Lighting at Bunk	\$ 171,000.00		\$ -		\$ -		\$ -	

NO.	COST OPTIONS	AMOUNT	X	ACCEPTED	X	PENDING	X	REJECTED	NOTES
	Jim Kelly Field Full Field Conversion								
	+/- 75,418 Includes alternating Green Panels in the Outfield	\$ 787,000.00		\$ -	X	\$ 787,000.00		\$ -	
48	Alt- Stabilization at Kelly	\$ 94,000.00		\$ -	X	\$ 94,000.00		\$ -	
49	Alt- Remove & Replace Fence at Kelly 1,024 lf	\$ 76,000.00		\$ -	X	\$ 76,000.00		\$ -	
50	Alt- Remove & replace Backstops at Kelly 90 LF	\$ 115,000.00		\$ -		\$ -		\$ -	
51	Alt- Bleachers at Kelly	\$ 15,000.00		\$ -		\$ -		\$ -	
52	Alt-Remove & Replace Lighting at Kelly	\$ 176,000.00		\$ -		\$ -		\$ -	
53	General Alternates					\$ -			
54	Alt-(1) Double Batting Cage	\$ 85,000.00	X	\$ 85,000.00		\$ -		\$ -	
55	Alt- Each Portable Mound \$/ea	\$ 21,000.00		\$ -		\$ -		\$ -	
56	Alt- (1) Pioneer Chief Field Sweep	\$ 5,500.00		\$ -		\$ -		\$ -	
57	Alt- EACH 360 lf of Sport-aFence Portable Fence	\$ 63,000.00		\$ -		\$ -		\$ -	
58	Alt- EACH 10'Wx20'Lx12'H Shade Structure	\$ 58,000.00		\$ -		\$ -		\$ -	
59	Alt- EACH 8'x5' LED scoreboard	\$ 35,000.00		\$ -		\$ -		\$ -	
60	Alt- EACH 19'x6' Videoboard	\$ 85,000.00		\$ -		\$ -		\$ -	
61	Alt- (1) Airmesh Cloud Controls for all (7) fields	\$ 21,000.00		\$ -		\$ -		\$ -	
62	Alt-Deduct to do 7 fields concurrently	\$ (56,000.00)		\$ -	X	\$ (56,000.00)		\$ -	
63	Alt-Deduct to remove & replace Sports lighting at all (7)	\$ (10,000.00)		\$ -		\$ -		\$ -	
64	Alt - City to Perform All Spoils Haul off in lieu of MSC	\$ (100,000.00)		\$ -	X	\$ (100,000.00)		\$ -	
65	Set of two (2) 10' x 20' Dugouts	\$ 73,000.00		\$ -		\$ -		\$ -	
66	Set of two (2) 10' x 30' Dugouts	\$ 82,000.00		\$ -		\$ -		\$ -	
67	Set of two (2) 10' x 40' Dugouts	\$ 99,000.00		\$ -		\$ -		\$ -	
	TOTALS:	\$ 9,166,965.00		\$ 1,173,000.00		\$ 5,404,000.00		\$ -	

City of Pittsburg, Kansas

Sports Facilities Improvements at Don Gutteridge Sport Complex at Lincoln Park

Exhibit A.4 – Annual Maintenance Agreement

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Mammoth Sports Construction and City of Pittsburg Annual Synthetic Turf Field Maintenance Agreement

This Agreement for Annual Field Maintenance is hereby made and entered as of the Effective Date of this Addendum by and between Mammoth Sports Construction LLC and City of Pittsburg (“Owner”).

Now therefore, the Parties hereby enter this arrangement for an annual field maintenance plan (“Maintenance Plan”) based upon the following terms and conditions:

- 1) **AGREEMENT SUMMARY**. MMTH agrees to provide Owner annual field maintenance services for the synthetic turf fields only as constructed under the Agreement (“turf fields”) located at the Don Gutteridge Sports Complex located within Lincoln Park, 813 Memorial Drive, Pittsburg, Kansas 66762 and that is in line with the scope of work identified herein.
- 2) **SCOPE OF WORK**. The Scope of the Maintenance Plan is as follows:
 - a. **Inspection & Field Visits**

MMTH will make an annual one-time site visit to perform a visual inspection of the turf fields, including inspection of seams, hash marks, numbers, arrows, logos, planarity, rips/tears, and infill levels. All material aspects of the inspection will be provided in a written report submitted from MMTH to the Owner upon completion of the inspection (“Annual Inspection Report”). To the extent necessary as determined by MMTH, if additional visits to the turf fields are required under this Maintenance Plan, such visits will be documented to Owner via a written field report, unless otherwise agreed by the Parties.
 - b. **Infill Depth & Field Testing**

MMTH will make an annual one-time site visit to test infill depths using an ASTM approved infill depth gauge per manufacturer/product guidelines. MMTH will use certified field-testing equipment and personnel for all testing and maintenance. Such testing is critical to ensure compliance with applicable standards and guidelines for installed products and/or manufacturer’s guidelines.
 - c. **Grooming & Cleaning**

MMTH will make an annual one-time site visit for grooming and cleaning utilizing the SMG Sports Champ Machine to brush, sweep, and vacuum the turf system. The grooming pattern will go in all four (4) directions across the field with a powered rotary/mechanical brush. This process collects debris (e.g., bobby pins, gravel, etc.) which could impact players or field play.
 - d. **Spot Repair – To Areas of Minor Repair**

MMTH will make an annual one-time site visit to examine and/or repair impairments of a minor nature, as determined by MMTH, to inlays (e.g., hash marks, numbers, arrows, logos, lines, pitching mound(s), etc.), and to perform small seam repairs, up to 50 linear feet, to the turf fields where edges are visibly lifting. Spot repair also includes regluing sections of the turf fields that are loose and can be small-hand stitched.



- 3) **OPTIONS FOR ADDITIONAL REPAIR**. Repair to the turf fields which are not covered under this Maintenance Plan, and which require significant time and materials, as determined by MMTH, is subject to approval of additional costs and fees by Owner.
- 4) **LIMITATIONS AND EXCLUSIONS OF MAINTENANCE PLAN**. The Maintenance Plan shall not apply to the following:
- a. Any natural surfaces.
 - b. Infill additions and base construction work.
 - c. Repair of longer seams (anything over 50 linear feet), multiple damaged spots or designated high-traffic areas, as determined by MMTH, which include but are not limited to: home plate/batter's boxes, pitcher's mounds, base areas/paths, batting cage/bullpen areas, kick off areas and soccer goal areas.
 - d. Damage resulting from the use of improper footwear on the field, including long-spiked track shoes and metal cleats. MMTH recommends standard molded cleats for field use.
 - e. Damage or failure caused by unauthorized modifications or repairs made or attempted by others.
 - f. Damage resulting, directly or indirectly, from force majeure events, accidents, misuse, intentional and unintentional abuse, neglect, adverse weather; and other contingencies beyond the control of MMTH.
 - g. Damage from negligence or lack of standard maintenance. MMTH will provide training on standard maintenance to Owner.
- 5) **COMPENSATION**: The fee for services under this Maintenance Plan is included in the revised total contract sum as set forth in this Addendum. Any additional repairs and/or services rendered under this Agreement will be invoiced separately following completion of the work.
- For any amount due under this Maintenance, the Owner shall pay MMTH within thirty (30) calendar days following receipt of the invoice from MMTH. Any amounts that remain unpaid after thirty (30) calendar days of the Owner's receipt of invoice from MMTH shall bear interest from the due date until paid at a rate equal to 1.5% per month (18% annually) or the maximum allowed by law.
- 6) **TERM**: The term of this Agreement shall commence one year after Substantial Completion of the turf fields, as constructed by Contractor, under the Agreement, and thereafter last for eight (8) years. In the event either Party wishes to terminate the agreement prior to the end of the eight-year term, a notice of termination shall be sent to the other party providing at least thirty (30) calendar days' notice prior to the effective date of termination. If Owner terminates this agreement prior to the end of the eight-year term, the Owner waives any claim for reimbursement of fees paid to Contractor. If the Owner replaces the synthetic turf at the turf fields prior to the expiration of the Term, the Agreement shall automatically terminate, unless otherwise agreed in writing by MMTH and the Owner. Upon such termination, MMTH shall be released from any further obligation(s) under this Maintenance Plan.
- 7) **SCHEDULING**. For any maintenance or work provided by MMTH under this Maintenance Plan, at least thirty (30) calendar days advanced notice is required from the Owner for scheduling. Upon receipt of said notice from Owner, MMTH will work with Owner to schedule



said maintenance and/or work in a prompt manner and as soon as reasonably possible following the thirty (30) day notice period, based on availability of MMTH's maintenance crew and the availability of Owner's field. If, for any reason, maintenance under this Agreement is provided for one or more fields, then all services shall be provided concurrently and during one (1) mobilization by MMTH unless agreed to otherwise by the Parties in writing.

- 8) **TRAINING**. This Maintenance Plan includes a one-time training session for the Owner's maintenance staff on the basic components of effective and routine maintenance of synthetic turf.
- 9) **ALTERNATIVE DISPUTE RESOLUTION**: The Parties agree that in the event of any dispute arising under, or relating to, this Agreement, parties shall make a good faith attempt to resolve such dispute through alternative dispute resolution process of mediation prior to filing litigation, on such terms as the Parties find acceptable. The mediation shall take place at a mutually agreeable location. Each Party shall bear the cost of its own legal fees and expenses, with the Parties equally sharing expenses for the mediator.
- 10) **APPLICABLE LAW/REMEDIES**: This Contract shall be governed by the laws of the State of Kansas. The Parties shall have all remedies available by law or in equity.
- 11) **INSURANCE**: MMTH agrees to provide assurance of commercial general liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- 12) **INDEMNIFICATION**: Each party of this Agreement shall be responsible for claims and damages to persons or property resulting from acts or omissions on the part of itself, its employees, or its officers to the extent permitted by law. Neither party assumes any responsibility to the other party for consequences of any act or omission of any person, firm, or corporation not a party to this agreement. Neither party for this Agreement shall be considered the agent of the other party.
- 13) **LEGAL CONSTRUCTION/SEVERABILITY**: In the event that any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable.
- 14) **NOTICES**: Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, US registered or certified postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated on the date of the signed return receipt.
- 15) **ENTIRE AGREEMENT**: This Agreement contains the entire agreement of the Parties and supersedes any and all prior agreements between the parties, written or oral, with respect to the transactions hereby contemplated. There are no verbal understandings, agreements, representations, or warranties between the parties which are not expressly herein set forth. This Agreement may not be changed or terminated orally but may only be changed by an agreement in writing signed by the parties hereto.



This Agreement is hereby accepted upon the terms stated above.

City of Pittsburgh

Printed: _____

Signed: _____

Date: _____

Mammoth Sports Construction, LLC

Printed: Jacob Farrant, Chief Executive Officer

Signed: _____

Date: _____

